



Punyashlok Ahilyadevi Holkar Solapur University,

E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL

(e-Tender No.: PAHSUS/ENGG SECTION/2020-21/)

-: TECHNICAL BID :-



Office of The Registrar

Punyashlok Ahilyadevi Holkar Solapur University

Kegaon, Solapur-Pune National Highway,

Solapur - 413 255, (Maharashtra)

Phone No. 0217-2744771/72. Fax No. 0217-2744770

E-mail : enggsec@sus.ac.in & Website : <http://su.digitaluniversity.ac/>

BID DOCUMENT (Document Version -I)

BID DOCUMENT TREE

Volume I Part A

- Section 1: Instruction to Bidders
- Section 2: General Conditions of Contract
- Section 3: Form of Price Proposal
- Section 4: Schedule of Prices & Schedule

Volume I Part B

- Section 5: Sample Form
- Section 6: Price Variation Formulae
- Section 7: Criteria for approval of Vendors
- Section 8: Price Schedule Format

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Invitation, Instructions to Bidders and General conditions of contract Detailed Notice Inviting Tender

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Declaration, Sample Forms, Price Variation, Vendor Approval

- Section 5: Sample Forms: Bid Security; Letter of Acceptance; Contract Agreement; Security deposit; Application for Payment.
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(Uploaded on website <http://su.digitaluniversity.ac/>)



Punyashlok Ahilyadevi Holkar Solapur University,

E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL

(e-Tender No.: PAHSUS/ENGG SECTION/2020-21/)

-: PRICE BID :-



Office of The Registrar

Punyashlok Ahilyadevi Holkar Solapur University

Kegaon, Solapur-Pune National Highway,

Solapur - 413 255, (Maharashtra)

Phone No. 0217-2744771/72. Fax No. 0217-2744770

E-mail : enggsec@sus.ac.in & Website : <http://su.digitaluniversity.ac/>

Punyashlok Ahilyadevi Holkar Solapur University , Solapur					
Estimate Cost As Per 19-20					
Estimate For Commercial Connection in r/o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Raod Kondi Tq.N.Solapur Under 1.3% Sup.ch.DDF Scheme					
Sr No	Description Of Material	Unit	Qty	Rate/Unit.(Rs.)	Amount
1	Survey	LS	1	1000.00	1000.00
2	RSJ 100 X 116 mm -13 mtr	No	3	13367.00	40101.00
3	RSJ 100 X 116 mm -10 mtr	No	31	10283.00	318773.00
4	M. S. Channel 100 X 50 X 6 mm	Kg.	100	51.80	5180.00
5	M. S. Channel 100 X 50 X 6 mm	Kg.	44	51.80	2279.20
6	M. S. Angle 50 X 50 X 6 mm	Kg.	22	51.80	1139.60
7	M. S. Flat 50 X 10 mm	Kg.	24	48.50	1164.00
8	Cutpoint channel - 11 KV	Pair	6	919.00	5514.00
9	11 Kv V Cross arm with clamps.	No	30	639.00	19170.00
10	11 Kv Top fitting with clamps	No	30	91.00	2730.00
11	11 Kv Pin Insulator with GI Pin	No	110	135.00	14850.00
12	11 Kv Disc Insulator (45 KN)	No	6	244.00	1464.00
13	Strain Hardware for 55 Sq.mm AAAC	Set	6	140.00	840.00
14	AAAC 55 mm 2	Km	6.18	28560.00	176500.80
15	Stay sets H. T.	Set	7	598.00	4186.00
16	Stay Wire 7/8 SWG	Kg.	70	57.45	4021.50
17	H. T. Earthing Set	Set	39	342.00	13338.00
18	L.As. 11 Kv (Gapless type) with disconnector	Set	1	1268.00	1268.00
19	11 Kv H. G Fuses	No	1	1964.00	1964.00
20	11 Kv A. B. Switch	Set	1	9240.00	9240.00
21	G. I. Wire 8 SWG./6 SWG	Kg.	200	57.40	11480.00
22	Dist.Transformer 63 KVA 11/0.4 KV	No	1	86216.00	86216.00
23	Dist.Box 25/63 KVA with MCCB	No	1	12270.00	12270.00
24	DTC Metering with box, single core LTXLPE cable (35 Sqmm,120 Ntr length) & other allied material	No	1	7514.00	7514.00
25	DTC Earthing	LS	1	5000.00	5000.00
26	Concreting Ration 1:3:6	Cmt	20	3027.00	60540.00
27	L.T XLPE Armoured 3.5 Core cable 120 Sqmm	Rmt	10	329.00	3290.00
28	L.T XLPE Armoured cable 70 Sqmm	Rmt	15	204.00	3060.00
29	Danger Boared in yard	No	36	50.00	1800.00
30	GI Barbed Wire A type	Kg.	70	64.27	4498.90
31	Painting of Supports & Fabricated Materials.	LS	1	5000.00	5000.00
32	Sundries, Nut Bolt Earthing material etc	LS	1	3000.00	3000.00
	Total =				828392.00
	Total Cost Of Material =				828392.00
	(Includung Transportation Charges) Labour Charges 15% =				124258.00
	Total Cost of Estimate PART "A"				952650.80
	Say Rs.				952650.00
	Total Tender Cost				952650.00

I/We ready to work as per _____% Above/Below/Estimated rate's

e-TENDER NOTICE

The Registrar, PAH, Solapur University, Solapur invites online bid from experienced and reputed contractors for **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL** against Tender No. PAHSUS/ENGG. SECTION/2020-21/. Tender Amount **[Rs.9,52,650/-]**. Last date of submission of bids- **12/03/2020** (17.00 hrs). All eligible/interested tenderers can download the tender after mandatory enrolment and online payment of tender fees on e-tender portal <http://mahatenders.gov.in> and further online empanelment on portal "<http://su.digitaluniversity.ac>" in the appropriate category applicable to them. For details and downloading of tender please visit our website <http://su.digitaluniversity.ac/>. All the rights are reserved with the undersigned for acceptance / rejection & cancellation of tender without assigning any reason please note.

The Registrar
PAHSUS, Solapur

Invitation for Bids**Tender No :- PAHSUS/ENGG. SECTION/2020-21/**

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR (PAHSUS) intends to take up the Turnkey Contract for **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL** Under Solapur Rural of Solapur Circle, including a Two years guarantee (defects liability) period as defined in these bidding documents (hereinafter referred to as "**the Works**"), and as described in the Bidding under "**Turnkey Contract**" under "**1.3% DDF Scheme**".

The REGISTRAR, on behalf of PAHSUS (the Employer), now invites online bids from eligible bidders **for the Turnkey Contract for E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL** under Tender no.- **PAHSUS/ENGG.SECTION/2020-21/** as described in the following Table:

Sr. No.	Tender No.	Name of Division	Estimated Cost in Rs. Lakhs	E.M.D. in Rs.	Tender Fee in Rs.
1	PAHSUS/ENGINEERING SECTION/2020-21/	Engineering Section	9,52,650/-	10,000/-	2,000/-

BID NO : PAHSUS/ENGINEERING SECTION/2020-21/

Note :- These are estimated Costs and payments will be made as per actual works executed by the contractor.

TENDER DETAILS

Tender No.	PAHSUS/ENGG.SECTION/2020-21/
Name of the work	E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL
Estimated cost of work	Rs. 9,52,650/- Lakhs
Tender Fees	Rs. 2,000/-
E.M.D. to be paid	Rs 10,000/-
Tender Sale Start Date	18/02/2020
Tender Sale end Date	12/03/2020, 17:00 Hrs
Bid Start Date	18/02/2020
Bid End Date	12/03/2020, 17.00 Hrs
Pre Bid Meeting	DD/MM/YYYY , 11.00 Hrs. at Registrar Office, PAHSUS, Solapur
Technical Bid opening date & time	16/03/2020 : 15.00 Hrs.
Price Bid opening date & time	18/03/2020 : 15:00 Hrs. (If Possible)
Date of Submission of EMD payment	On or before DD/MM/YYYY up to 13:00 Hrs. at Registrar Office, PAHSUS ,Solapur.
Executing Agency	Registrar Office, PAHSUS, Solapur
Address	Kegaon, Solapur-Pune National Highway Solapur 413 255, (Maharashtra)
Phone Nos.	0217-2744771/72
Fax No.	0217-2744770
E-mail	enggsec@sus.ac.in
Website	http://su.digitaluniversity.ac/
Name and Address Of Bidder	M/s
Name of the proprietor/authorized person	
Telephone No.	
Fax No.	
Mobile No.	
e-mail	

1. Bidding is open to individual bidders only who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. The details are as follows.

Pre-Qualification criteria for Individual Bidder :-

- 1.1. This invitation for Bid is open to eligible bidders. The bidder should have at least **3 years experience as a prime contractor in the construction of works of similar nature and complexity** to that required under this contract. The bidder shall be an established organization having minimum 2 years experience in **similar work** at site work.
- 1.2. The bidder shall fulfill following requirements:
- a) **Specific Experience** : The bidder should have **similar work** experience. Generally, 15 % of the total parameters involved/covered under tender and such experience should be within preceding 3 years (i.e. FY.2017-18, 2018-19 & 2019-20). Attested copies of work orders with completion certificate certified by not below the rank of Executive Engineer should be submitted, failing which, their experience claims will not be considered for evaluation.
 - b) **General Experience** The bidder should have executed either
 - i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
 - ii) Two work orders/ contract (denotes executed only) equivalent to at least 25% of the estimated cost of the tender or
 - iii) Three work orders/contract (denotes executed only) equivalent to at least 30.00% of the estimated cost of the tender in any sector, during the last preceding five financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20) (Bidder should note that the actual value of works executed during preceding five financial years mentioned herein shall only be considered)
 - c) **Net Worth** : Net worth Should be positive for F.Y. 2018-19 or 2019-20 . Net worth should be signed by Chartered Accountant.
 - d) **Turn Over** : Average annual turnover of last 3 Financial years (FY.2017-18, 2018-19 & 2019-20) should be 30% of Estimated cost. The bidder shall enclose a copy of the turnover certificate certified by the Chartered Accountant.
 - e) Tender document digitally signed and duly complied.
 - f) Tender form fee M.R. receipt of the same is to be submitted.
 - g) E.M.D shall be paid in the form of a Demand Draft or an unconditional Bank Guarantee from Nationalized / Scheduled Bank in favour of the employer.
 - h) Valid Electrical Contractor License Copy is to be submitted.

BID NO : PAHSUS/ENGINEERING SECTION/2020-21/

- i) Work experience Certificate is to be submitted
 - j) GST Certificate is to be submitted
 - k) EPF Registration Certificate is to be submitted
 - l) Professional Tax Registration Certificate is to be submitted
 - m) Copy of PAN Card is to be submitted.
 - n) Last 3 year Income Tax return is to be submitted (FY.2017-18 , 2018-19 & 2019-20)
 - o) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the Authorized signatory of the bid to commit the bidder.
 - p) Last 3 year Reports on the financial standing of the bidder, such as profit and loss statement & Balance sheet statements and auditor's reports for last 3 year (FY.2017-18 , 2018-19 & 2019-20). Certified by the Chartered Accountant
 - q) The Bidder has to provide samples to MSEDCL office for checking Quality of Materials used for this Tender work, before Opening of Commercial Bids. Otherwise the bidder will be disqualified in Technical Bid itself.
 - r) Registration certificates under PF and labour laws as may be applicable as per the relevant acts.
 - s) Copy of Labour registration certificate If Applicable
 - t) Copy of Shop Act license.
- (i) **The Successful bidder should complete the allotted work on or before 3 months from date of WORK ORDER under any circumstances. Failure on part of contractor to complete the work within stipulated time, employer has the right to forfeit the performance security deposit.**
- (ii) **Utilization Certificate should be submitted after completion of work.**
- (iii) **Under any circumstances the cost of the tender will not be changed and such type of correspondence will not be entertained by this office.**
- (iv) **Compliance & Rectification of defects pointed out by REC-PDCL in the works executed by local contractors. Concerned Contractor should submit certificates from Executive Engineer, stating that the defects pointed out have been rectified.**
- (v) Interested bidders may obtain further information from the office of the Employer at the address given below :
- The Registrar**
Punyashlok Ahilyadevi Holkar Solapur University
Kegaon, Solapur-Pune National Highway,
Solapur - 413 255, (Maharashtra)
Phone No. 0217-2744771/72.
E-mail : enggsec@sus.ac.in
- (vi) The entire bidding document in the form of Volume-I to Volume-II, shall be available only in electronic format (soft copy) and is to be downloaded from Employer's website <http://su.digitaluniversity.ac/> within due time. It shall be the bidder's responsibility to ensure that the entire bid document is downloaded from the requisite website. No hardcopy of tender document (Volume-I to Volume-II) will be provided. All the

subsequent instructions / corrigendum to the bidding document etc. shall also be available on the website mentioned above as per procedure led by the PAHSUS.

(vii) Tender Fees:

Non Refundable Fees as specified below per tender should be paid through online payment only, prior to the dead line for submission of bids as per the procedure led by the Employer.

Sr. No	Tender Value (Rs. In Lakhs)	Tender Fees (Rs.) GST Extra
1	Less than 5	500
2	5 and above and less than 20	1000
3	20 and above and less than 50	2500
4	50 and above and less than 500	5000
5	500 and above and less than 1000	10000
6	1000 and above	25000

(viii) The Employer shall accept and process the bids by following e-tendering process described in the bidding document. The entire bid submission shall be carried out by the bidder by following the specified procedure. The Bidders shall submit separate price bid for each tender for which they wish to bid, one common technical bid with one tender and a declaration for technical bid with other tenders as specified in sub-clause no. 22.1.2 of section 1, volume I of the bidding document. Bidder shall submit a bid security (EMD) in the amount specified in the Table in Clause 2 of this Invitation for Bids, separately for each Tender for which price bid is submitted by the bidder in separate envelop as per specified procedure and prior to the dead line for submission of bids. Bids in PDF format must be uploaded on PAHSUS's e-tendering web site, on or before due time & date. Bid securities shall be in the form of Demand Draft or an Unconditional, irrevocable Bank Guarantee from any Nationalized / Scheduled Bank in India in favor of **The Registrar, Punyashlok Ahilyadevi Holkar, Solapur University at Solapur**. No additional documents will be accepted after due date of submission of bids.

- (ix)** The Technical Proposals will be opened at due time date. The deadline for submission of bids in the event of the specified date of bid opening being declared a holiday for the Employer, the bids shall be opened at the same time on the next working day.
- (x)** The Price Proposals will remain unopened until the time of opening of the Price Proposals. Technical Proposals which are submitted by non qualified bidders or which are evaluated to be not substantially responsive will be rejected and not further considered.

BID NO : PAHSUS/ENGINEERING SECTION/2020-21/

- (xi) Price Proposals of only the qualified and substantially responsive bidders will be subsequently opened. The time and date of the opening of the Price Proposals will be advised on web site by the Employer following completion of the evaluation of the Technical Proposals.
- (xii) The Employer will not be responsible for any costs or expenses incurred by bidders in connection with preparation of Bids, or loss of any documents.
- (xiii) The Dist. Transformers of Energy efficient level-2/star-1 will be accepted only.
- (xiv) The Employer reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without thereby incurring any liability to the Bidder or Bidders.

The Registrar
P.A.H Solapur University, Solapur

Section 1

Instructions to Bidders (ITB)

TENDER NO. PAHSUS/ENGG.SECTION/2020-21/

SECTION 1**INSTRUCTIONS TO BIDDERS**TABLE OF CLAUSES

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SECTION 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1 Scope of Bid :

1.1 The Punyashlok Ahilyadevi Holkar Solapur University, Solapur represented by The Registrar (PAHSUS) (hereinafter referred to as "**the Employer**"), wishes to receive bids for **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL & five years for major items period as defined in these bidding documents (hereinafter referred to as "the **Works**") . on single point responsibility, divisible "Turnkey" contract basis as defined in these bidding documents (hereinafter referred to as "the **Works**").**

1.2 The Works are to be carried out at various sites in **respective area** under Solapur Circle in the State of Maharashtra, as described in the Bidding Data. For convenience and efficiency, works are grouped into Tenders on a Subdivision wise basis. Bidders may bid for one or more than one of the contracts (Tenders), as further defined in the bidding documents, and shall submit separate price bids for each contract. As regards Technical Bid, the bidder shall submit one common bid with one tender and a declaration as specified elsewhere, with the other tenders. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided that those discounts are included in the Form of Price Bid or submitted in writing before the deadline for submission. All bids and offers of discounts shall be opened and evaluated simultaneously so as to determine the bid or combination of bids, including discounts, which offers the lowest evaluated cost to the Employer.

1.3 The successful Bidder(s) will be required to start works simultaneously in all areas within the **respective area** as per the requirements of the bidding document and to coordinate his activities so that various Works are completed and commissioned in their entirety so as to provide early benefits to the Employer and its customers. The successful bidder will be expected to complete the Works, including testing and commissioning, within the Time for Completion stated in Section 2, Bidding Data, from the date of Notice to Proceed with the Works. In addition, the successful bidder will be required to guarantee the Works for a period of 24 (Twenty Four) months after completion of the Works and acceptance by the Employer.

1.4 Time is the essence in completing the Works.

The successful Bidder will be required to complete the works within the stipulated time as specified in the clause 8.2 of section 2.

- 1.5 Bids shall be complete and cover all Works described in the Schedule of Prices. Any item of works required for completion of useful section shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned in the price schedules. Bidder should note that obtaining permissions from statutory bodies such as Railways, Forest Departments, Local bodies etc, wherever required for execution of works, shall be entirely in bidder's scope. Partial bids, or bids which do not cover the entire scope of the project will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be rejected.

2. Source of Funds

- 2.1 The source of funds will be as per Budget Provision of **100% DDF Scheme**.

3. Eligible Bidders

- 3.1. This Notice Inviting Tender (NIT) is open to individual bidders, however maximum 2 Tenders will be awarded in totality as specified in clause 4 and 5 of invitation of Bids. The bidders should be manufacturers, constructors or authorized representatives of manufacturers who manufacture/ erect/ construct equipment of the type specified, have adequate technical knowledge and manufacturing experience, and meet the applicable qualification criteria specified in Clauses 5 and 6.
- 3.2. Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall request.
- 3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the PAHSUS, MSEDCL, World Bank, Asian Development Bank or any State within India in accordance with Sub-clause 42.1(c). The Bidder should not be debarred / black listed in any of the power utilities across the India for such type of works in last five years.
- 3.4. A Bidder shall not have any conflict of interest as provided in Clause 7.

4. Eligibility for Import of Materials and Equipment

- 4.1 Bidders who opt to import any of the plant/ equipment/ material which is to be incorporated into the Permanent Works will be required to obtain prior approval of the Employer's Representative. However, any such approval will not relieve the Bidder of his obligations under the Contract. Further, the Bidder will not be allowed any:

- a) price variation/ adjustment due to variation in the currency rates;
- b) deviations from the Specifications;

- c) price variation or time extension on account of any changes in law or force majeure conditions occurring in the country of origin of such plant/ equipment/ material; or
 - d) Payments in Indian currency.
- 4.2 The provision and use of any materials, equipment and services to be supplied under the Contracts shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.

5. Qualification of the Bidder – for individual Bidder

5.1 Pre-Qualification criteria for Individual Bidder

- (a) the bidder should have an average annual financial turnover during the years (FY.2017-18, 2018-19 & 2019-20) of at least **30% of the estimated cost of the total tender quoted for (e.g. for estimated cost of say Rs. 10 Crs the minimum average annual turnover requirement shall be Rs. 3 Crs.)** and,
 - a) **Specific Experience** : The bidder should have similar work experience Generally, 15 % of the total parameters involved/covered under tender and such experience should be within preceding 3 years (i.e. FY.2017-18, 2018-19 & 2019-20). Attested copies of work orders with completion certificate certified by not below the rank of Executive Engineer should be submitted, failing Which, their experience claims will not be considered for evaluation. (On-Line Only).
 - b) **General Experience** The bidder should have executed either
 - i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
 - ii) Two work orders/ contract (denotes executed only) equivalent to at least 25% of the estimated cost of the tender or
 - iii) Three work orders/contract (denotes executed only) equivalent to at least 30.00% of the estimated cost of the tender in any sector, during the last preceding five financial years (i.e. 2015-16,2016-17, 2017-18, 2018-19,& 2019-20) Bidder should note that the actual value of works executed during preceding five financial years mentioned herein shall only be considered For the purpose of evaluation of the Bidder's compliance with the provisions of Turnover and Net Worth the Estimated Cost of the Works refers to the Employer's Estimated Cost as set forth in the Notice Inviting Tender and Bidding Data. Decision of the Employer about acceptability of a particular contract executed by the bidder in support of the 'specific & general experience' shall be final. The similar experience from any organization will also be considered.
- c) **Net Worth** : The bidder shall have **Positive Net Worth** (which is defined as "Net value of the assets—Net value of liabilities") for the year 2018-19 or 2019-20 as on 31.03.2020 as below-
 - i) For tender value upto Rs. 200 lakhs- Positive Net Worth.
 - ii) For tender value above Rs. 200 lakhs- **10% (ten percent)** of the Estimated Cost of the total tenders quoted for ; and Net -worth should be signed by Chartered Accountant.

- d) **Turn over** :Average annual turnover of last 3 Financial years (FY.2017-18, 2018-19 & 2019-20) should be 30% of Estimated cost. The bidder shall enclose a copy of the turnover certificate certified by the Chartered Accountant.
- e) Tender document digitally signed and duly complied.
- f) Tender form fee M.R. receipt of the same is to be submitted.
- g) E.M.D shall be paid in the form of a Demand Draft or an unconditional Bank Guarantee from Nationalized / Scheduled Bank in favour of the employer.
- h) Valid Electrical Contractor License Copy is to be submitted.
- i) Work experience Certificate is to be submitted
- j) GST Certificate is to be submitted
- k) EPF Registration Certificate is to be submitted
- l) Professional Tax Registration Certificate is to be submitted
- m) Copy of PAN Card is to be submitted.
- n) Last 3 year Income Tax return is to be submitted (FY.2017-18, 2018-19 & 2019-20).
- o) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the Authorized signatory of the bid to commit the bidder.
- p) Last 3 year Reports on the financial standing of the bidder, such as profit and loss statement & Balance sheet statements and auditor's reports for last 3 year (FY.2017-18, 2018-19 & 2019-20). Certified by the Chartered Accountant
- q) The Bidder has to provide samples to this office for checking Quality of Materials used for this Tender work, before Opening of Commercial Bids. Otherwise the bidder will be disqualified in Technical Bid itself.
- r) Registration certificates under PF and labour laws as may be applicable as per the relevant acts.
- s) Copy of Labour registration certificate if applicable.
- t) Copy of Shop Act license.

For the purpose of evaluation of the Bidder's compliance with the provisions of sub- Para 5.1 (b) and 5.1 (g) above, (Turnover and Net Worth) the Estimated Cost of the Works refers to the Employer's Estimated Cost as set forth in the Notice Inviting Tender and Bidding Data.

Decision of the Employer about acceptability of a particular contract executed by the bidder in support of the 'experience' shall be final.

5.2 **To be qualified for award of Contract, bidder shall also submit:**

- (a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business for the bidder, also the documents in support such as Memorandum /Article of Association, List of Directors along with DIN numbers and percentage of share holding, list of Companies –Holding subsidiaries duly certified from Practicing Chartered Accountant/cost and Management Accountant.
- (b) written power of attorney authorizing the signatory of the bid to commit the bidder; and

- i. audited annual accounts including balance sheets and other financial statements for last three (3) financial years, FY.2017-18, 2018-19 & 2019-20 Up to date information for current contract commitments/works in progress and financial resources in sufficient detail so as to enable assessment of the financial capacity of the bidder. and
- ii. Proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion, including:
 - i. qualifications and experience of key site management and technical personnel proposed for the contract;
 - ii. source (own, lease, hire, etc.) and deployment schedule for major items of construction equipment and materials handling facilities proposed for carrying out the work;
 - iii. procurement plan for supply and delivery of major materials and equipment to the Site; and
- iii. Registration certificates for GST; and
- iv. Registration certificates under PF and labour laws as may be applicable as per the relevant acts.
- v. Bidder should note that in support of documentation required as per sub clause no (e) iii above, only a list of proposed vendors and procurement plan are required. Bidder should not submit qualification documents of the vendors, technical details of equipment offered, guaranteed technical particulars etc.

5.3 Conditions for award of more than one Contract

In addition to the requirement stipulated in clause no. (Vol I, Section 5, Schedule I) 5.1 (i) the Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit and other financial means - other than contractual payments - to meet the overall cash flow requirements for this contract and its other current works commitments.

Bidder May bid either one or more than one of the tenders floated for but not more than **Two Tenders** subject to satisfy pre-Qualifying criteria.

- (a) Bidder, who submits price bids for more than one tender, should clearly mention the tender numbers he is quoting for, in the "Form of Technical Proposal" (Vol I, Section 3) as well as in "Application For Qualification". In order to be eligible for award of more than one contract, bidder who submits bids for two or more contracts will be required to demonstrate that:

- i. the bidder has an average annual financial turnover during last 3 years of at least **30%** of the estimated cost of **all the tenders** being considered for award to that bidder taken together (e.g. for total estimated cost of say Rs. 10 Crs the minimum average annual turnover requirement shall be Rs. 3 Crs.), and
- ii. the bidder has a Positive Net Worth (which is defined as “Net value of the assets – Net value of liabilities”) for the tender value upto Rs. 200 Lakhs and 10% of tender value if the tender value is more than Rs. 200 Lakhs.
- iii. of the total estimated cost of all the tenders being considered for award to that Bidder taken together; and
- iv. General experience as per the requirements of Sub-clause 5.1(c) but with the consideration of the total estimated cost of all the tenders being considered for award to that bidder, taken together.

5.4 The bidder must also satisfactorily demonstrate that

(i) it has the personnel for the key positions required to carry out the Works, and (ii) that it has access to the minimum levels of key plant, equipment and machinery that are required to complete the Works within the stipulated time for completion, and

(iii) that its proposals regarding work methods, scheduling and mobilization of resources are adequate to demonstrate the bidder’s capability to complete the Works in accordance with the specifications and time for completion referred to in Sub-Clause 1.3 above, and

(iv) that its understanding of the requirements of the contract as per Sub-Clause 14.4 is clear and unambiguous. Any unsatisfactory assessment of these requirements may lead to the bidder being evaluated as technically non responsive.

5.5 Information submitted by the bidder with respect to its experience and qualifications shall be supported by mandate letters, completion certificates, WIP certificates, etc., from the respective clients, failing which their experience claims will not be considered for evaluation. Only those details of experience which are given in corresponding schedules as per stipulated formats will be considered as valid. No other documents, irrespective of having been included by the bidder in his offer elsewhere, will be considered for technical evaluation purpose. The experience details must be supported by the following.

- i) Experience certificates issued by the respective employers on their letter heads with their seals and signature and must include order no & date, scope of work, date of completion of work, total cost of work completed and overall performance. Sample formats of the certificates which would be acceptable to the Employer are provided in Section 5, Sample schedules.
- ii) Attach copies of only the corresponding work orders issued by the employers giving details of scope and cost data only.

- 5.6 Information provided on the bidder's financial capacity shall be duly certified by a chartered accountant; documents submitted without the required certification will not be considered for evaluation. Further, only those details covered in the respective schedules, especially related to turn over and net worth, shall be considered and that too only if authenticated by a chartered accountant.
- 5.7 Bidder shall note that the qualification requirements described in the above clauses shall strictly apply to the bidder and not its associated companies or group companies or companies taken over by him.

6. Conflict of Interest

- 6.1 Each bidder shall submit only one bid for each contract (Tender). A bidder who submits or participates in more than one bid for the same tender will be disqualified.
- 6.2 All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:
- (a) Have controlling shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of a bid; or
 - (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the Employer regarding the bidding process; or
 - (e) Submit more than one bid for any particular contract package in the bidding process. This however does not limit the participation of subcontractors in more than one bid or as bidders in one bid and subcontractors in other bids simultaneously; or
 - (f) Participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a bid.

7. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

- 8.1 Information about the works provided in the bidding documents is based on preliminary designs and may be amended during actual execution of the works as per

the site requirements. The sites selected may vary due to encumbrances encountered during execution and any such changes will not confer a right for claims for extra costs or time extensions. The bidder is advised to visit and examine the site of the Work and its surroundings and obtain for itself on its own responsibility, all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the site shall be at the bidder's own expense.

- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 8.3 Bidders are informed that any site investigation information which is included in the bidding document is provided only for the bidders' information, and the Employer does not warrant either its accuracy or sufficiency. The bidder is responsible to inspect and examine the site, its surroundings and other available information and data, and to have satisfied himself, so far as practicable, before submitting the bid as to the form and nature of the site, the topographical, hydrological and climatic conditions, the extent and nature of the Works, the means of access to the site and the accommodation he may require, and all other risks, contingencies and circumstances which may influence or affect the Bid. Bidders are also advised to carry out any additional surveys or investigations that they may deem to be appropriate or necessary before submitting the Bid.
- 8.4 The Employer will not entertain any claim at any stage from the successful bidder on the plea of not having sufficiently acquainted himself as to the site conditions.

B. Bidding Documents

9. Content of Bidding Documents

- 9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 12:

Volume I, PART - A

Invitation, Instructions to Bidders and General conditions of contract

Detailed Notice Inviting Tender

Section 1: Instruction to Bidders

Section 2: Part-I : Bidding Data
Part-II: General Conditions of Contract

Section 3: Form of Technical and Price Proposal & Appendixes

Section 4: Schedule of Prices & Schedule of Payments

Volume – I, Part – B

Declaration, Sample Forms, Price Variation, Vendor Approval

Section 5: Sample Forms: Bid Security; Letter of Acceptance; Contract Agreement; Security deposit; Application for Payment.

Section 6: Price Variation Formulae (Not applicable for this tender).

Section 7: Criteria for approval of vendors

Section 8: Activity & Price Schedule format

Volume – II,

Technical Specifications and Drawings

Section 9: Technical Specifications

Section 10: Standard Drawings

9.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

10. Clarification of Bidding Documents

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail at the Employer's address indicated in the Bidding Data and given below. The Employer will respond to any request for clarification which it receives earlier than 3 **(Three) days** prior to the deadline for submission of bids. Copies of the Employer's response, including a description of the enquiry, will be uploaded on Solapur University web site. All requests for clarifications should be addressed to:

Office of The Registrar

Punyashlok Ahilyadevi Holkar Solapur University
Kegaon, Solapur-Pune National Highway,
Solapur - 413 255, (Maharashtra)
Phone No. 0217-2744771/72.

E-mail : enggsec@sus.ac.in &

Website : <http://su.digitaluniversity.ac/>

11. Amendment of Bidding Document

- 11.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause and shall be communicated through the website <https://etender.mahadiscom.in/eatApp>
- 11.3 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bids, in accordance with Clause 23. Bidders are requested to note the dates for purchase, submission, and opening of the bids which are as given above in invitation of bids.

C. PREPARATION OF BIDS

12. Language of Bid

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the **English language**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

13. Documents Comprising the Bid

- 13.1. The bid submitted by the bidder shall comprise two sets of documents submitted simultaneously, one containing only one Technical Proposal, common for all the Tenders for which the bidder has submitted price proposals, and the others for Price Proposals, separate for each tender quoted for. All bidding documents required to be submitted in accordance with the requirements of Sub-Clauses 12.4 and 12.5 shall be completely filled and signed with seal as a token of acceptance, as applicable, without deviating from the format and content.
- 13.2. Bidders shall submit separate price bids for each contract (Tender) quoted for, a common technical bid with one tender and a declaration in format specified elsewhere with each of the other bids common for all Tenders quoted for. Bidders who are bidding for more than one contract, and who wish to offer a discount in case they are awarded more than one contract, shall so indicate in the Form of Price Bid or through a separate letter which is submitted before the deadline for submission of bids.
- 13.3. The Technical Proposal submission shall comprise of: (i) the Bid Security separate for each tender quoted for; and (ii) a declaration by the Bidder (in the Form of Bid) that he

accepts the terms and conditions set forth in Volume I and Volume II of tender documents.

Volumes I and II will form part of the Contract with the successful Bidder.

While giving confirmation of acceptance of all the stipulations of Volumes I and II of the bidding document, the bidder is not required to submit signed copy of any of the volumes of bidding document

- 13.4. In case a Bidder anticipates any deviations in the technical specifications required for the Works, such deviations should be brought to the notice of the Employer on or before the time of pre-bid meeting. Specific written approval of the Employer should be sought for any proposed deviations to the Technical specifications. No deviation shall be permitted in the bid or after submission of the Bid”.

Without limiting the generality of the foregoing, the Technical Proposal shall contain the following:

- (i) Separate Bid Security for each tender for which price proposal is submitted by the bidder;
- (ii) Bid Form for Technical Proposal, signed by the authorized signatory;
- (iii) Appendix to Technical Proposal, signed by the authorized signatory;
- (iv) Declaration of Acceptance of Volumes I and II;
- (i) Power of Attorney;
- (ii) Any other information/ data/ supporting documentation required to be submitted by bidders in accordance with these Instructions to Bidders.

- 13.5. **The Price Proposal shall be comprised of the fully completed Volume I Part A section 4 Price Bid.** Without limiting the generality of the foregoing, the Price Proposal shall contain the following:

- i. Bid Form for Price Proposal; signed by the authorized signatory;
- ii. Appendix to Price Proposal, signed by the authorized signatory;
- iii. Declaration of acceptance of stipulations of section 5;
- (iv) Completed Schedules of Prices, listed below, signed by the authorized signatory:
 - 1. Grand Summary
 - 2. Supply and Installation of Plant and Equipment ;
 - 3. Payment Schedule
- (v) Any other material required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

13. Bid Form and Price Schedules

The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clause 16 and 17.

14. Bid Prices

- 14.1 Unless specified otherwise in the Employer's Requirements, Bidders shall quote for the entire facilities such that the total bid price covers all the Contractor's obligations

mentioned in or to be reasonably inferred from the bidding documents in respect of the manufacture, including procurement (if any), delivery, construction, installation, testing and commissioning of the facilities, including guarantee of the facilities during the guarantee (defect liability) period specified in sub-clause 1.3. This includes all requirements under the Contractor's responsibilities for testing and commissioning of the facilities and, unless otherwise stipulated in the bidding documents, the acquisition of all permits, approvals and licenses, etc., payment of octroi charges, inspection charges and other agency fees, and such other items and services as may be required for execution of the Works, all in accordance with the requirements of the Conditions of Contract.

- 14.2 The estimated cost of GST chargeable to the Employer by the Contractor, wherever applicable, shall be shown separately in the Bidder's quotation, as stated in Sub-Clause 2.5.(x) of the "Preamble to the Schedule of Prices" in Section 4, Schedule of Prices and Payments, but will not be taken into consideration during evaluation. The Employer will pay the cost of GST due to the Government at their actual cost during execution. The employer will reimburse GST whichever is applicable, on the value of the goods which are procured in Maharashtra, by debiting their account as and when contractor raises the invoices for completed Works giving details of such goods sold to the Employer.

The Bidders should note that bidder's liability towards the Central Sales Tax shall be limited @ 2% against issuance of "C" Form by Solapur University to the contractor w.e.f 1st April 2007. The Solapur University being registered dealer, the concept of a "subsequent sale" by a registered dealer to another registered dealer shall be applicable as per Section 6(2) (b) of the Central Sales Tax Act, 1956. Thus the provisions of the "subsequent sale" under the following provision would be exempted from tax provided the contractor directly endorses or transfers title to the goods brought by him (if he is not a manufacturer) from outside the state of Maharashtra to Solapur University. The title should be transferred by the endorsement of the delivery documents (lorry receipt/railway receipt/etc) in favor of Solapur University. It should also be noted that Solapur University would give a "C" form to the contractor; the contractor will give a "C" form to the supplier; and the supplier would issue E-1 form to the contractor. As per the provisions enumerated above Central Sales tax in this case will be charged only once by the supplier to the contractor as a "sale against concessional form "C"". The contractor would subsequently raise an invoice on Solapur University charging no tax stating clearly in the invoice "Sales under section 6(2) (b) of the Central Sales Tax Act, 1956-against "C" form.

The Govt. rules as per GST will be applicable.

The Bidders should note while bidding that, the Employer will discharge its GST liability by availing the most beneficial cost advantage under the appropriate general Exemption and Notifications of GST.

The bidder should also note that the Employer will discharge its tax liability under the most beneficial scheme for availing the maximum cost advantage. Bidder should therefore take any GST/VAT and/or Service Tax refund / rebate to which they may be legally entitled into consideration while offering their quoted rates / prices.

- 14.3 Bidders shall give a breakup of the prices in the manner and detail called for in the Schedules of Prices. All duties, taxes and other levies payable by the Contractor under the contract or for any other cause as of the date prior to the deadline for submission of bids, (except for GST, which shall be shown separately), shall be included in the rates and prices and the total bid price submitted by the bidder and the evaluation and comparison of bids by the Employer shall be made accordingly. The Price Schedules shall be as in the bid document.

15. Bid Currencies

Prices shall be quoted in **Indian Rupees**.

16. Bid Validity

- 16.1 Bids shall remain valid for the period specified in the Bidding Data after the date of bid opening specified in Sub-Clause 26.1.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made through the website <http://su.digitaluniversity.ac/>. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 19 in all respects.

17 Bid Security

- 17.1 The Bidder shall furnish, as part of its **Technical Proposal**, a bid security in the amount equivalent to 1 % of Estimated Cost of each Tender for which price bid is submitted by the bidder. The Bid Security shall remain valid for a period of **60 days** beyond the original validity period of the bid, and beyond any extension period subsequently requested under Sub-clause 18.2.
- 17.2 The bid security shall, at the bidder's option, be in the form of a demand draft or an unconditional, irrevocable Bank Guarantee from any Nationalized / Scheduled Bank in favor of the Employer, payable at Solapur, as stated in the Bidding Data. The format of the Bank guarantee shall be in accordance with the sample form of bid security included in Section 3; other formats may be permitted, subject to the prior approval of the Employer.
- 17.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.

17.4 The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.

17.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required security deposit.

18 The bid security may be forfeited:

(a) If the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or

(b) If the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 35; or

(c) If the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices as defined under Sub-clause 41.1 in competing for the contract; or

(d) In the case of a successful bidder, if it fails within the specified time limit to:

(i) Sign the Contract Agreement, or

(ii) Furnish the required security deposit.

(e) In case bidders has not quoted rates or submitted blank price bid Or Not Specified % below/above

19. Alternative Proposals by Bidders

Bidders shall submit offers which comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. **Alternative proposals will not be considered.** The attention of the bidders is drawn to the provisions of Clause 27 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

20. Format of Bid

20.1 The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clause 5.2 (b). The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in Volume I and Volume II.

20.2 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

- 20.3 Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given elsewhere in the bidding document, separately for Technical Proposal and Price Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids

21.1 Technical Proposal

21.1.1 The bidder shall scan all the original documents forming part of the bidder's Technical Proposal, all information / schedules mentioned vide vol-I_section_5 and convert the same into PDF format. The size of the Technical Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Infra II /Phase B Tech_(Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of Solapur University.

21.1.2 If the bidder intends to bid for more than one tender, the bidder shall attach a declaration as follows on his letter head, below the technical proposal. **"The technical proposal is submitted / attached along with the tender no.--- and it will be common for tender nos --, --, --".** The declaration shall be duly signed by the authorized signatory of the bidder.

21.1.3 The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for submission of bids.

- a) Receipt of On-Line Payment made by the bidder against the Tender Fees of an amount of specified with GST as applicable per tender quoted for.
- b) Bid security separate for each tender quoted for.
- c) Power of attorney in the name of the person authorized to sign tender documents.
- d) Copy of technical proposal in electronic (soft copy) format.

The envelope shall provide the name and address of the bidder, and shall:

be addressed to the Employer at the address designated in the Bidding Data: and

bear the following identification:

Turnkey Contract for 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle.

Bid Reference No: PAHSUS/ENGG.SECTION/2020-21/

Tender No/s.: T- for Works in Solapur Circle.

DO NOT OPEN BEFORE -----

21.2 Price Proposal: The bidder shall scan all the documents forming part of price proposals and convert the same into PDF format. The size of the PDF document for price proposal for each tender shall not 5 MB. If the size of the PDF document exceeds 5 MB, it shall be split up into files of size less than or equal to 5 MB each. There after each file shall be numbered as **"1.3 % DDF Scheme/Engg Section/Price_Tender Number)_ Part_ (Number).pdf"**. The files shall be digitally signed by the bidder's authorized signatory using the software provided by the Employer during registration of the bidder. The digitally signed documents shall be uploaded on the e-tendering web site of Solapur University.

22. Deadline for Submission of Bids

22.1 Bids must be uploaded by a bidder on Solapur University web site not later than the date and time designated in the Bidding Data.

22.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

23. Late Bids

Any bid uploaded by the bidder after the deadline for submission of bids prescribed in Clause 23 will be rejected and remain unopened.-

E. Opening and Evaluation of Technical Proposals

24. Opening of Technical Proposals

24.1 The Employer will open the Technical Proposals at the date and time designated in the Bidding Data.

24.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. The time and date of the opening of the Price Proposals will be advised in writing or by fax by the Employer following approval of the evaluation of the Technical Proposals.

25. Process to be Confidential

- 25.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 19.6 (c).
- 25.2 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until after the Letter of Award is issued.

26. Examination of Technical Proposals and Determination of Responsiveness

- 26.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.
- 26.2 The Employer will also determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservations. A material deviation or reservation is one:

Which affects in any substantial way the scope, quality or performance of the Works; which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights; or Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and will be rejected by the Employer.

- 26.3 Not with standing the above, the Employer reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

27. Evaluation and Comparison of Technical Proposals

The capabilities of the vendors to the bid will also be evaluated for acceptability as stipulated. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable the bid will not be rejected, but the bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price and confirm acceptance of this requirement.

28. Clarification of Technical Proposals and Contacting the Employer

28.1 The Employer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal. Any bid of a bidder who does not accept the requirement to substitute an acceptable vendor or subcontractor under the conditions of Sub-Clause 28.2 will be rejected by the Employer and not included for further consideration.

28.2 Any effort by the bidder to influence the Employer in the Employer's evaluation of Technical Proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 19.6(c).

29. Invitation to Attend Opening of Price Proposals

At the end of the evaluation of the Technical Proposals, the Employer will invite bidders who have submitted responsive Technical Proposals and who have been determined as being qualified for award to attend the bid opening of the Price Proposals. Bidders shall be given reasonable notice of the Price Proposal bid opening.

F. Opening and Evaluation of Price Proposals

30. Opening of Price Proposals

30.1 The Employer will open the Price Proposals of all bidders who submitted responsive Technical Proposals at the time and date at the location advised to the bidders. Price Proposals shall be opened at the date and time indicated in the Bidding Data, or at such other time as may be notified to the responsive bidders. The bidder's authorized representatives who are present shall sign a register evidencing their attendance.

30.2 The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's authorized representatives will be required to sign this record.

- 30.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 32.2.

31 Process to be Confidential

- 31.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals.
- 31.2 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

32. Clarification of Price Proposals and Contacting the Employer

- 32.1 To assist in the examination, evaluation and comparison of Price Proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 36.
- 32.2 Subject to Sub-clause 34.1, no bidder shall contact the Employer on any matter relating to its bid from the time of opening of Price Proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 32.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of Price Proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 19.6 (c).

33. Preliminary Examination of Price Proposals and Determination of Responsiveness

- 33.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 34.
- 33.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.

- 33.3 If a Price Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

34. Correction of Errors

In case of discrepancy and or difference in the value between the quoted price in number and as expressed in words as a percentage above or below the estimated cost, the value whichever less or (beneficial to Solapur University) shall be considered for evaluation.

35. Evaluation and comparison of Price proposals.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

G. Award of Contract

36. Employer's right to accept any Bid and to reject any or all Bids

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

37. Notification of Award

- 37.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and guarantee of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

- 37.2 The notification of award will constitute the formation of the Contract.

- 37.3 Upon the furnishing by the successful bidder of a security deposit, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

38. Signing of Contract Agreement

- 38.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

- 38.2 Within **14 fourteen days** of receipt of the Letter of Award, the successful bidder shall sign the Form of Contract Agreement on Stamp Paper (non-judicial) borne by the contractor as per the rate specified in **Bombay Stamp Act 1958 issued** in Maharashtra and return it to the Employer.

39. Security Deposit

- 39.1 Within **14 (fourteen) days** of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a performance security deposit equivalent to an amount of ten percent (5%) of the Contract Price in accordance with the Conditions of Contract specified in clause no: 4.2 of section 2

40. Corrupt or Fraudulent Practices

- 40.1 The Punyashlok Ahilyadevi Holkar Solapur University and the State require that bidders/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Solapur University:

(a) defines for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Solapur University contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Solapur University contract.

41. Insurance Policy

As per Government of Maharashtra Resolution, contractors' all risk (CAR) insurance policy or Transit cum Erection (TCE). or Erection all risk (EAR) insurance in respect of contract works awarded by Solapur University as principle to the contract work and workman's compensation insurance in respect of workmen engaged and deployed by the contractor's to complete contract work, is required to be obtained

from the Director of Insurance, the Govt. of Maharashtra; Graha Nirman Bhawan (MHADA), 264, First Floor, Opp. Kalanagar, Bandra. (East), Mumbai 400051, under direct method or from the insurance company approved by the Director of Insurance on Co-Insurance cum servicing basis under indirect method. Otherwise 1% of the contract value will be deducted from running Bill.

"The contractor shall obtain the Insurance Policy as mentioned above from the insurance company approved by Director of Insurance, Govt. of Maharashtra."

42. RTGS Information

The bidder has shall submit the **Bank Account details** on company's letter head duly signed by authorized person along with company seal as per Format given in Schedule XXIII- Declaration by contractor in Schedules (Section 5).

The Registrar
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur

Section 2

Part-I

Bidding Data

TENDER NO. PAHSUS/Engg Sec/2020-21/

SECTION 2

BIDDING DATA

The following specific data for the works to be executed shall complement, amend, or supplement the provisions in Section 1, Instructions to Bidders (ITB). **Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.**

ITB Clause Ref	Data
Clause 1.1	THE EMPLOYER IS: Punyashlok Ahilyadevi Holkar Solapur University, Solapur Represented by the: The Registrar Kegaon, Solapur-Pune National Highway, Solapur - 413 255, (Maharashtra) Phone No. 0217-2744771/72. Fax No. 0217-2744770 E-mail : enggsec@sus.ac.in & Website : http://su.digitaluniversity.ac/

<p>Clause 1.1 & 1.2</p>	<p>BRIEF DESCRIPTION OF THE WORKS IS AS FOLLOWS:</p> <p>E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL, two year guarantee (defects liability) period, & Five year guarantee (defects liability) under “Turnkey” basis contracts.</p> <p>Total Tender Amt Rs. 9,52,650/- Amount of Bid Security Rs. -----/-</p>
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Note 1:- These are estimated Costs and payments will be made as per actual Works executed.

Clause 1.3	<p>PERIOD OF COMPLETION:</p> <p>The Works shall be completed in its entirety within 3 Month including monsoon period from the start date, which shall be the date of receipt of the notice to proceed by the Contractor or such other start date as may be specified in the Notice to Proceed.</p> <p>WORKS GUARANTEE (DEFECTS LIABILITY) PERIOD:</p> <p>The Works and Equipment supplied under the Contract shall be guaranteed against defects in materials, workmanship and manufacturer's defects until completion of a period of 24 (Twenty Four) months and 5 years for major items after completion of the Works, or Sections where applicable, as certified by the Taking-Over Certificate (date of connection declared) issued by the Employer's Representative (Section 2, clause 8.2.2).</p>
Clause 10.1	Requests for clarification of the bidding documents should be addressed to the The Registrar, Solapur University at the address provided under the preceding Clause 1.1.
Clause 17.1	<p>BID VALIDITY:</p> <p>Bids shall remain valid for a period of 90 (Ninety) days after the date of opening of the Technical bid.</p>
Clause 18.1	<p>BID SECURITY:</p> <p>A bid security in the amount specified under the preceding clause 1.1 & 1.2 shall be provided as a part of the Technical bid, which shall remain valid for a period of 90 (Ninety) days beyond the validity of the bid.</p>
Clause 18.2	<p>BID SECURITY:</p> <p>The Bid Security shall be issued in favor of the The Registrar, Solapur University and shall be payable at Solapur.</p>
Clause 20.1	<p>PRE-BID MEETINGS:</p> <p>Pre-bid meeting/s shall be held at the office of the Registrar (Solapur University) at the address provided under the preceding Clause 1.1.</p> <p>The pre-bid meeting may be held at 15.00 hours on 28/02/2020 to present the salient features of the bidding documents and the Employer's requirements.</p>

<p>Clause 22</p>	<p>SEALING AND MARKING OF BIDS:</p> <p>(a) Separate price Bids and Technical bid, shall be submitted at the Office of :</p> <p style="text-align: center;">The Registrar Kegaon, Solapur-Pune National Highway, Solapur - 413 255, (Maharashtra).</p> <p>And shall be uploaded on Solapur University E-Tendering Web site following the procedure stipulated in Section-1.</p> <p>(b) Envelopes containing the specific documents to be submitted in hard copies, shall bear as per 22.1.3: The envelope to be marked as:</p> <p>E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL</p> <p>Tender No.: PAHSUS/Engg Sec/2020-21/</p> <p style="text-align: center;">DO NOT OPEN BEFORE ----.</p>
<p>Clause 23.1</p>	<p>DEAD LINE FOR SUBMISSION OF BIDS:</p> <p>Bids shall be uploaded on Solapur University E-Tendering Web site not later than due date & time of submission.</p>
<p>Clause 24</p>	<p>LATE BIDS:</p> <p>Any bid received by the Employer after the prescribed deadline for submission of bids will be rejected and returned unopened to the bidder.</p>
<p>Clause 25</p>	<p>OPENING OF TECHNICAL PROPOSALS:</p> <p>Technical Proposals shall be opened at due date & time as mentioned in this tender document</p> <p>Price Proposals will remain unopened until the time of opening of the Price Proposals.</p>

Clause 31	OPENING OF PRICE PROPOSALS: Price Proposals of the technically responsive bidders shall be opened on the time and date which will be advised by mail or fax by the Employer to the responsive bidders as per schedule decided by competent authority.
Clause 40.1	SECURITY DEPOSIT: Within 14 (fourteen) days of the date of issue of the Letter of Award, the successful bidder shall furnish a Security deposit equivalent to the amount of 5% (five percent) of the Contract Price, excluding the cost of GST and Provisional Sums (if any), or in such other amount as the Employer may decide if the bid of the successful bidder is found to be seriously unbalanced or substantially below the Employer's estimate of the cost of the works to be performed under the contract. The percentages of security deposit to be furnished by each partner in case of Joint Venture, are specified in sub-clause no. 41.1 of Section 1, Volume I.

SECTION 3

A. FORM OF TECHNICAL PROPOSAL AND APPENDIX TO TECHNICAL PROPOSAL

B. FORM OF PRICE PROPOSAL AND APPENDIX TO PRICE PROPOSAL

SECTION 3

A. FORM OF TECHNICAL PROPOSAL AND APPENDIX TO TECHNICAL PROPOSAL

Preamble

This Volume 1 Part A , Invitation and Instructions to Bidders, is comprised of 4 parts:

- Section 1, Instructions to Bidders,
- Section 2, General Conditions of Contract
- Section 3, Forms of Technical proposal and Price Proposal,
- Section 4, Schedules of Prices and Schedule of Payments.

All portions of this Volume should be carefully read and thoroughly understood in the context of all the various conditions of Contract before the forms contained in Section3, Schedules, are completed by the Bidder. Section 2, General Conditions of Contract, and Volume II, Technical Specifications and Drawings, describe the technical requirements for the Works, while the activities listed in the Schedule of Prices Price Bid, set out the scope of the Works that are to be completed under this Contract.

In Section 3, Schedules, of this Technical Proposal, the Employer has requested information on the Bidder's experience, current financial position and technical aspects related to execution of the Works. The Bidder shall complete these Schedules in their entirety so as to enable the Employer to evaluate whether the Bidder is qualified, and whether the technical aspects of the Bid are substantially responsive to the requirements set forth in the bidding documents.

Such information shall cover all work described in, or to be implied from, the Works described in this bidding document, and shall take into account all conditions of Contract as set out in the Appendix to Technical Proposal under this Section 3. The Bidder will be responsible to provide any supplementary data and documents wherever these may be required.

The rates and prices quoted by the Bidder shall cover all work described in, or to be implied from, the description, conditions and specifications provided in the bidding documents.

In the event that any part of the Schedule has not been filled out, the cost of doing the work described in that part will be deemed to have been included in other parts and that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the supply, delivery, construction, installation, testing, commissioning and completion of the facilities, including guarantee (defects liability) for the specified period and all other things required as per the Contract.

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The Bidder's attention is directed to the fact that the Form of Technical Proposal and Appendix to Technical Proposal contained in this Section 3 are designed to be complementary to the Form of Price Proposal and Appendix to Price Proposal as well as with the Schedules contained in Section 4.

All of these referenced Forms, Appendices and Schedules will form a part of the Contract with the successful Bidder.

In the event that the Bidder discovers any discrepancies or contradictions in these Sections, the Bidder is requested to bring such discrepancies to the notice of the Employer before the Bids are submitted so that any necessary clarifications or addenda can be issued.

The Bidder's attention is directed to the fact that it is responsible to submit, as a part of its Technical Proposal, all information and supporting documentation that is required to be submitted in accordance with the instructions given in Section 1, Instructions to Bidders. For the Bidder's convenience, the following checklist provides a summary of the information that is required to be provided as a part of the Technical Proposal. However, this checklist does not necessarily include all items that are required to be submitted, and the Bidder will be fully responsible to ensure that its proposal complies in all respects with the requirements of these bidding documents.

Checklist of Documents Comprising the Bid (Technical Proposal)		
	Reference Sub-Clause No. (Section 1)	Required Submittals (Original and One Copy)
<input type="checkbox"/>	3.2	Evidence of Eligibility, as per Clause 5,6
<input type="checkbox"/>	5.1&6.1 (a) to (d)	Satisfactory Evidence of Experience to Meet the Minimum Qualifying Criteria
<input type="checkbox"/>	5.1&6.1 (e)	Copy of Valid Electrical Contractor's License
<input type="checkbox"/>	5.1&6.1 (f)	Proof of Registration with MVAT, or Undertaking to Register
<input type="checkbox"/>	5.2&6.2 (a)	Copies of Incorporation/ Registration Documents
<input type="checkbox"/>	5.2&6.2(b)	Power of Attorney
<input type="checkbox"/>	5.5 & 6.5	Mandate letters, completion certificates, WIP certificates, etc.
<input type="checkbox"/>	5.2&6.2 (c)	Audited Financial Statements & Balance Sheets for Last 3 Financial Years
<input type="checkbox"/>	5.2&6.2 (d)	Up to Date Information on Current Contract Commitments/ Works in Progress and Financial Resources
<input type="checkbox"/>	5.2&6.2 (e)	Proposals Regarding Work Methods, Scheduling and Resource mobilization
<input type="checkbox"/>	5.2&6.2 (f)	Registration Certificates for MVAT and Service Tax
<input type="checkbox"/>	5.2&6.2 (g)	Registration Certificates under PF and Labor Laws
<input type="checkbox"/>	5.3&6.3	Proof of access to, or availability of, adequate Financial Resources
<input type="checkbox"/>	5.4&6.4	Demonstration of capability to execute the Works; i.e., personnel, plant, equipment, machinery, work methods, scheduling, resource mobilization and understanding of the requirements
<input type="checkbox"/>	6.5	Copy of JV Agreement indicating the responsibilities of each Partner
<input type="checkbox"/>	11.2	Copies of all Addendums
<input type="checkbox"/>	12.4 & 21.1	Technical Proposal with confirmation of acceptance of Vol-I and II
<input type="checkbox"/>	19.4 (i) & 19.1	Bid Security
<input type="checkbox"/>	12.4 (ii)	Signed Bid Form for Technical Proposal
<input type="checkbox"/>	12.4 (iii)	Signed Appendix to Technical Proposal
<input type="checkbox"/>	12.4 (iv)	Declaration of Acceptance of Volumes I and II
<input type="checkbox"/>	12.4 (v)	Power of Attorney
<input type="checkbox"/>	12.4 (vi)	Fully Completed Schedules (Section 4) (with all required attachments)
<input type="checkbox"/>	12.4 (vii)	Any other information/data required to be submitted
<input type="checkbox"/>		

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FORM OF TECHNICAL PROPOSAL*(On Bidder's Letterhead)*

Name of Contract: E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL two year guarantee (defects liability) & Five year guarantee (defects liability) for major items

Contract No: PAHSUS/ENGINEERING SECTION/2020-21/

To: Punyashlok Ahilyadevi Holkar Solapur University Solapur

Represented by the:

The Registrar

Punyashlok Ahilyadevi Holkar Solapur University

Kegaon, Solapur-Pune National Highway,

Solapur - 413 255, (Maharashtra)

Sir,

We have examined the Conditions of Contract, Specifications and Drawings, Schedules, Addenda Nos. ____ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer for the **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL,two year guarantee (defects liability) & Five year guarantee (defects liability) for major items** period as defined in these bidding documents (hereinafter referred to as "the **Works**"), and as described in the Bidding Data in ----- Taluka under "**Turnkey Contract**" under 1.3 % DDF SCHEME". 2020-21

We hereby declare that we accept all the terms, conditions, specifications and all other matters set forth in: (i) Volume I Part A : Invitation & Instructions to Bidders, General Conditions of Contract; Form of Price Proposal and Schedules (iii) Volume I Part B: Declaration By Contractor, sample Forms, Price Variation Formulae and Criteria for Approval of Vendors; and (iii) Volume II:- Technical Specifications, Standard Drawings, Civil Estimates and Drawing and agree that these will form a part of the Contract if we are selected for award of Contract.

We have submitted price bids for Tender Nos. _____. We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake works on all these tenders. However we hereby confirm that we accept that the Employer's decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should the Employer decide to reject our Bid for one or

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more Tenders on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract Agreement. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of **90 days** from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses.

We accept that Dispute Resolution procedures in accordance with Clause 19 of Section 2, General Conditions of Contract, will be used for settling any disputes that cannot be mutually agreed with the Employer, and confirm that we specifically agree that Arbitration proceedings will be applicable for resolving any disputes.

Yours faithfully

Signature _____

in the capacity of _____ duly authorized to sign bids for and on behalf of

Address: _____

APPENDIX TO TECHNICAL PROPOSAL

The Bidder's attention is directed to the fact that it is responsible to submit, as a part of its Price Proposal, all information and supporting documentation that is required to be submitted in accordance with the instructions given in Section 1, Instructions to Bidders.

For the Bidder's convenience, the following checklist provides a summary of the information that is required to be provided as a part of the Price Proposal. However, this checklist does not necessarily include all items that are required to be submitted, and the Bidder will be fully responsible to ensure that its proposal complies in all respects with the requirements of these bidding documents.

Checklist of Documents Comprising the Bid (Price Proposal)

Reference Sub-Clause No. (Section 1)	Required Submittals (Original and One Copy)
<input type="checkbox"/> 12.5(iii)	Declaration of acceptance of all the contents set forth in SECTION 4 PART A.
<input type="checkbox"/> 12.5 (i)	Signed Bid Form for Price Proposal
<input type="checkbox"/> 12.5 (ii)	Signed Appendix to Price Proposal
<input type="checkbox"/> 12.5 (iv)	Completed Schedules of Prices: Schedules 1, 2, 3 & 4.
<input type="checkbox"/> 12.5 (v)	Any other information/data required to be submitted
<input type="checkbox"/> 21.2	Any alterations or corrections made in the Schedules are to be initialed by the person or persons signing the Bid

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APPENDIX TO TECHNICAL PROPOSAL

Note: With the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted

Description	Sub-Clause (Section 2)	Contract Data
Employer's Name and Address	1.1.2.1	Punyashlok Ahilyadevi Holkar Solapur University Solapur <i>Represented by the:</i> The Registrar Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur-Pune National Highway, Solapur - 413 255, (Maharashtra)
Contractor's Name and Address	1.1.2.3	(To be completed by the Bidder before the Bid is submitted)
Name and Address of the Employer's Representative	1.1.2.4	The Registrar Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur-Pune National Highway, Solapur - 413 255, (Maharashtra)
Time for Completion of the Works	1.1.3.4	Time is of the essence under this Contract. The Works shall be completed within 3 Months including Monsoon period from Date of award of Contract , and the Contractor shall be required to achieve pro-rata progress on all components of the works throughout the Contract Period in accordance with the Indicative Milestone Chart.
Guarantee (Defects Liability) Period	1.1.3.5, 1.1.6.12, 4.2.d	The defect liability period of the works including the material is 24 (Twenty Four) months and 5 years for major items starting from the date of completion of project by Employers representative.
Contract Period	1.1.3.6 & 12.9	Up to the end of a period of 24 (Twenty Four) after completion of the Works (date of issue of the Taking-Over Certificate for completion of the last Section) Upon successful completion of the Contractor's obligations, the Employer shall issue a Final Contract Completion Certificate accordingly.

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Milestone	1.1.3.8	Annexure 1 to this Appendix to Technical Proposal provides an Indicative Milestone Chart that describes - in terms of activity wise periods of work to be completed - the milestones required to be achieved by the Contractor during each month for completing parts or Sections of the Works, as calculated from the Commencement Date i.e Date of LOA
Section of the Works	1.1.6.14	<p>For the purposes of this Contract, Section means any part or parts of the Works that will – when completed and commissioned - work together as an integrated unit, capable of providing service to MSEDCL's customers.</p> <p>Sections will be defined based on the principle that completion of each Section will enable MSEDCL to provide new or improved services to the customers that are serviced by that Section. For example, one "Section" may include a substation complete with incoming and outgoing lines, to provide improved service to the customers. The Sections under this Contract are to be finally identified and agreed between the Employer and Contractor during preparation of the Construction Programme, and approved by the Employer's Representative.</p> <p>The whole of the Works shall be completed within the Time for Completion of the Works as provided in the Contract. Earlier completion of individual Sections will be required to be done in accordance with the approved Construction Programme, which is to be based on the Indicative Milestone Chart provided in Annexure 1.</p> <p>The Engineer will issue Taking-Over Certificates for each Section upon successful completion of the related Works and Pre-commissioning of the facilities, and issue Performance Certificates upon Commissioning. The Contractor's responsibility for guarantees of the entire Sections during the guarantee (defects liability) period will commence from the date of issue of the final Contract completion Certificate by the Employer's Representative.</p>
Signing of the Contract Agreement	Sec 1 Clause 40	Within 14 fourteen days from the date of Letter of Award, the successful bidder shall sign the Form of Contract Agreement on Stamp Paper (non-judicial) borne by the contractor as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and return it to the Employer. Separate agreement shall be executed for the contract.1) Material Purchase 2) Execution, Testing & Commissioning of Activities.3) Civil Work.
Electronic Transmission Systems	1.8	Website announcements from Employer's side, and Facsimile transmissions from bidder's side will be an acceptable form of written electronic transmission, provided that (i) clear receipt of such fax is confirmed through a telephone call to the intended recipient, and (ii) the original signed letter is received by the recipient within 7 days of issue.
Time for Access to the Site	2.2	<p>Commencement Date, grant right of access to and give possession of the whole Site or such parts of the Site as are sufficient to enable the Contractor to commence and proceed with the execution of the Works in accordance with the approved Construction Programme.</p> <p>The Employer shall, from time to time as the work proceeds,</p>

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		<p>give the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due diligence in accordance with the agreed programme or proposals, as the case may be.</p> <p>In the event that any part of the Site is not handed over to the Contractor in accordance with the agreed programme or schedule the Contractor and Employer shall mutually agree on modifications to the approved Work Plan so that the Contractor does not incur delay or additional Cost, and can continue with work on other parts of the Site which are available to him.</p>
Time for Submission of Security Deposit.	4.2, 12.11	The Contractor shall submit to the Employer the Security deposit within 14 (fourteen) days after receipt of the Letter of Award. As specified in clause no 4.2 & 12.11.
Amount of Security Deposit.	4.2 (g) 4.2 (j)	<p>The Security deposit shall be in the amount equivalent to 5% (Five percent) of the Contract Price. Amount and validity of separate security deposit required in connection with the major equipments listed shall be calculated, two months prior to completion of contract work.</p> <p>All Bank Guarantees shall incorporate provisions for a claim period which is 60 Days beyond the validity of the guarantee, and shall be extendable for further periods if required.</p>
Return of Security Deposit.	4.2 (h)	The Performance Bank Guarantee will be generally released to the Contractor within 30 days after completion of all works, successful commissioning of all section/facilities, end of Guarantee period (defect liability period) or the issue of the Final Contract Completion Certificate whichever is later.
Time for Submission of Construction Program	4.15	<p>The Contractor shall submit the Construction Programme to the Employer's Representative within 14 days of signing the Agreement. the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning);</p> <p>all major events and activities in the production of Construction Documents;</p> <p>the scheduled date for completion of all Milestones, as approved by the Employer's Representative;</p> <p>the periods for the pre-construction reviews under Sub-Clause 5.2 and for any other submissions, approvals and consents specified in the Contract Documents; and</p> <p>The sequence of all tests specified in the Contract.</p>
Liquidated Damages for Delay	8.6 (First Para)	If the Contractor fails to comply with Sub-Clause 8.2, the Contractor shall pay to the Employer Liquidated damages for delay to be calculated at a rate of 0.5% (Half percent) of the value of the works (activity wise) delayed excluding PV, QV, VAT, Service Tax and provisional sum (if any) for every week or part of the week which shall elapsed between the stipulated time for completion of the works and date stated in taking over of the certificate of the works.
Limit of Liquidated Damages for Delay	8.6 (Second Para & Third Para)	amages for the delay applicable to individual activity shall not be attributed to the contractor subject to the condition specified in the clause 19 " Force Measure" and the mutually agreed genuine causes brought on the records thereof by the contractor.

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

		Works not executed due to the reasons attributed to the contractor, Maximum 10% on value of unexecuted work shall be levied in addition to RISK AND COST .
Liquidated Damages for Failure to Pass the Tests After Completion.	11.4	<p>If the Works, or a Section, fail to pass a Test after Completion and the Contractor in consequence proposes to make any adjustment or modification thereto, the Employer's Representative may instruct the Contractor that the Employer does not wish such adjustment or modification to be made until a time that is convenient to the Employer. In such event, the Contractor shall remain liable to carry out the adjustment or modification, and to satisfy such Test within a reasonable time of being notified to do so by the Employer's Representative. If, however, the Employer's Representative fails to give any such notice during the Contract Period, the Contractor shall be relieved of any such obligation and the Works or Section (as the case may be) shall be deemed to have passed such Test after Completion.</p> <p>If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of failure to pass a Test after Completion, or to carry out any adjustments or modifications, then the Contractor shall be paid the additional Cost, plus reasonable profit, caused by such delay.</p>
Amount of Insurance for Design	18.1	<p>The Contractor shall affect professional indemnity insurance, which shall insure the Contractor's liability by reason of professional negligence in the design of Works.</p> <p>The Contractor shall insure all his personnel, Tools and Plants, etc. and shall also take a third party liability cover to indemnify the Owner of all liabilities which may come up due to any act or omission on the part of contractor and cause harm/damage to other contractor/representatives of Owner or all or anybody rendering service to the Owner or is connected with Owner's work in any manner whatsoever. The Contractor shall necessarily indemnify the owner in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.</p> <p>If the total liability exceeds Rs.10/- lakhs prior to completion of the work then the Contractor shall arrange to renew the policy for the same amount to cover the balance completion period. However, irrespective of the value of the policy, the Contractor shall indemnify the Owner for all liabilities.</p> <p>The Contractor shall use his best endeavors to maintain such professional indemnity insurance in full force and effect throughout the periods of his liability, under the Contract and under the law of Country. The Contractor undertakes to give the Employer reasonable notice in the event of such difficulty (if any) in extending, renewing or reinstating such insurance.</p>
Insurance against Injury to Persons and Damage to Property	18.3	The Contractor shall insure against liability to third parties, in the joint names of the Employer, the Contractor and Subcontractors, for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2) or to any person (except persons insured under Sub-Clause 18.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be for a limit of not less than the amount specified.

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

Period for Submission of Evidence of Insurance	18.5	The Contractor shall provide the Employer with evidence that the insurances required under Clause 18 Section-2 (Sub-Clauses 18.2, 18.3) have been effected not later than the date of signing the Contract Agreement.
Period for Submission of Copies of the Policies	18.5	The Contractor shall provide the Employer with copies of the policies for the insurances described in Sub-Clauses 18.2 and 18.3 within 14 (fourteen) days after the Date of signing the Contract Agreement.
Dispute Resolution Committee.	20.3	The dispute resolution committee shall be constituted with one member each representing the bidder, the Solapur University. In case the Dispute resolution committee fails to resolve the dispute, the matter shall be resolved by arbitration as stipulated under the arbitration act 1996.
Arbitration	20.4	In case the Dispute resolution committee fails to resolve the dispute, the matter shall be resolved by arbitration as stipulated under the Arbitration Act 1996.

Bidder's Signature:

(Seal)

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

FORM OF PRICE PROPOSAL*(On Bidder's Letterhead)*

Name of Contract: E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL two year guarantee (defects liability) and 5 years for major items.

Contract No: **BID NO: PAHSUS/ENGINEERING SECTION/2020-21/**

To:

Punyashlok Ahilyadevi Holkar Solapur University Solapur

Represented by the:

The Registrar

Punyashlok Ahilyadevi Holkar Solapur University

Kegaon, Solapur-Pune National Highway,

Solapur - 413 255, (Maharashtra).

Sir,

We have examined the Conditions of Contract, Specifications and Drawings, Schedules, Addenda Nos. _____ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Works and remedy any defects, fit for its purpose in conformity with these documents and the enclosed proposal, for the sum of **Rs. _____ (Rupees _____ only)**, excluding the costs of GST and Provisional Sums (if any), or other such sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

We agree to abide by this Bid until _____, 2020 [*insert the date 60 days after the date of opening of the Technical Proposal*], and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Price Proposal and Appendix to Technical Proposal form part of our Bid.

[The following is only for Bidders who are submitting price bids against more than one Tender and who wish to offer a discount in the event that they are awarded more than one contract]

We hereby advise that we are concurrently submitting Price Bids for: (1) Tender No. ____ for Works in _____ Subdivision; (2) Tender No. ____ for Works in _____ Subdivision; (3) Tender No. ____ for Works in _____ Subdivision; (*etc.*). In the event that we are determined to be eligible for award of this contract and one or more of the other contracts we are pleased to offer the following discounts for concurrent award of this contract plus one or more of the other contracts:

1. Award of this Contract plus one other Contract: ____ % reduction in our quoted price for this Contract.

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

If our Bid is accepted, we will provide the specified Security Deposit, commence the Works as soon as reasonably possible after receiving the Notice to Commence, and complete the Works in accordance with the above-named document within the time stated in the Appendix to Technical Proposal.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

We are, Gentleman
Yours faithfully

Signature _____

in the capacity _____duly authorized to sign bids for and on behalf of
_____ .

Address:

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

APPENDIX TO PRICE PROPOSAL

[Note: With the exception of the items for which the Employer's requirements have been inserted, the following information must be completed by the bidder before the Bid is submitted]

Description	Sub-Clause (Section 2)	Contract Data
Employer's Name and Address	1.1.2.1 & 1.8	Punyashlok Ahilyadevi Holkar Solapur University Solapur Represented by the: The Registrar Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur-Pune National Highway, Solapur - 413 255, (Maharashtra)
Contractor's Name and Address	1.1.2.3 & 1.8	<i>(To be completed by the Bidder before the Bid is submitted)</i>
Name and Address of the Employer's Representative	1.1.2.4 & 1.8	The Registrar Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur-Pune National Highway, Solapur
Foreign Currency	1.1.5.3	Not applicable for this contract
Financing Agency	1.1.2.8 & 13.1	Solapur University
Percentage of Retention		10% from each interim payment
Limit of Retention Money		10% of the contract price
Payment disbursement	13.6	Payment will be made as per availability of funds on submission of the bills by the contractor.

Signature of Bidder:

SECTION 4

SCHEDULE OF PRICES AND PAYMENTS

Index to Schedules

<u>Schedule No.</u>	<u>Particulars</u>
	Preamble
Schedule 1:	Grand Summary
Schedule 2:	Supply and Installation of Plant and Equipment
Schedule 3:	Schedule of Payments (if applicable)

Note: The Bidder shall sign all the Schedules of Prices and submit as a part of the Price Proposal. All works, goods and services supplied from within India should be denominated in Indian Rupees only.

Preamble to the Schedule of Prices

1. Scope :-

The Contract is a single point responsibility divisible contract, to be implemented on "Turnkey" basis for the **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL** and other allied works, including a Two year guarantee (defects liability) period as defined in these bidding documents (hereinafter referred to as "the **Works**"), all in consonance with the general philosophy delineated in the Employer's Requirements. All works essential to arrive at the goal are part of the contract. The specifications and the price schedules endeavor to cover all the essential features of the Contract. However, if any items are missing and have not been included in the schedules and are essential for satisfactory completion of the Works and guarantee during the guarantee (defects liability) period, such work will be deemed to have been included as a part of the Contract Price under the prices quoted for other items.

- a. The Bidder is required to acquaint himself about the site conditions, access to the Site, and availability of sites for his constructional plant and equipment. The successful bidder will be required to provide suitable access to the work sites and arrange for working space, materials storage sites, etc., within the quoted prices.

2. Schedules

- a. The Schedule of Prices is divided into two Schedules (Schedules 1 to 2) for convenience, of which Schedule 1 summarizes the totals of the Schedules 2 . The estimated cost of GST chargeable to the Employer, if any, shall be shown separately in the Bidder's quotation in each Schedule; these will not be taken into consideration during bid evaluation but will form a part of the Contract Price with the successful bidder and will be paid "as specified in Section-1" during implementation.
- b. The Price Schedules shall be completed in the following manner, or as may otherwise be provided in the bid document.

(a) Schedule1, Grand Summary (*showing GST as separate line items*). (The Bidder shall quote his price on a percentage basis against the total cost of the Employer's Estimate. Bidder should not quote separate rates for Civil Works, Cost of Material and Services. The rate should be quoted on the total estimated cost only. The rate must be exclusive of Octroi/LBT/LPT , GST for civil works for which the cost shall be inclusive of all the taxes. Any deviation in this will make the offer submitted by the bidder liable for rejection.)

- i. Schedule 2, Supply and Installation of Plant and Equipment** supplied by the contractor and the installation, commissioning of the materials, equipments supplied by the employer. The method of estimation is specified in instruction to the bidder section.

BID No: PAHSUS/ENGINEERING SECTION/2020-21/

- ii. **Part 1: Cost of Material.** Under the Supply component, the price shall be quoted on an ex-factory, ex-works, ex-warehouse or off-the-shelf basis, as applicable, including all duties and taxes paid or payable by the Contractor.
- iii. **Part 2: Cost of Transportation, Installation, Erection, Commissioning & Guarantee.** Under this component, the quoted price shall include all costs for insurance, design, transportation and handling cost for delivery from the point of supply upto the site of the works, storage and safekeeping, erection, installation, testing, commissioning, provision of as-built drawings and operating manuals, guarantee during the guarantee (defects liability) period, and all other things required under the Contract for successful completion of the facilities, including all taxes & duties.

The column headed as “*Total for Supply and Installation*” provides the sum of Part 1 and Part 2. **(Excluding GST, Octroi / LBT/LPT).**

- (b) **Schedule 4, Schedule of Payments**, presents the Bidder’s estimate of the payment requirements after the Commencement Date and is to be prepared in consonance with the Work Plan submitted by the Bidder in the Technical Proposal. While giving the requirement, the bidder should consider the quoted price + estimated amount of Octroi / LBT/LPT, and GST

The quantities provided in the Schedule of Prices represent the Employer’s best assessment of the scope of the work required to be taken up, and will be used for bid evaluation purposes. Nevertheless, activity wise total quantities that are indicated in the Schedules may be subject to change during execution of the Contract, and payment will be made for the work actually executed at the Contract rates.

The amount to be paid to the Contractor shall be calculated by applying the percentage quoted by the Contractor to the unit cost shown in the tender cost data for that item.

The Works which fall into the category of “Item Rate” shall be paid on the basis of the unit rates quoted by the successful bidder and the quantities actually executed against such items.

- c. All applications for Variations shall be submitted by the Contractor for approval by the Employer’s Representative. If the proposal is approved by the Employer, he shall proceed in accordance with sub-clause no. 3 to agree or determine adjustments to the Contract Price and Time for Completion. Approval to such proposal shall be subject to the condition that the Contractor can satisfactorily demonstrate that the cost of doing the work, or the time required to complete all Works under the Contract, has changed as a result of the variation in quantities.
- d. Nomenclature of Items in Schedules:
 - i The prices of various Activities/ items of work are to be quoted as a common Percentage Variation against the Employer’s Estimate, in the manner as described in the Schedules.

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- ii Activities for which quantities are shown on an item rate basis shall be paid based on measurement in the units as prescribed for the work actually carried out.
- iii Activities which are described on a lump sum basis are to be carried out in full as per the details provided in the nomenclature, as specified in the Schedules and elsewhere in the document, and as per normal and good engineering practice to ensure its completeness and functionality. This will also include all necessary finishing and site clearance.
- iv The Bidder is advised to examine all instructions, forms, terms, specifications and other information in the bidding documents and consider and evaluate fully the price implications therein contained before filling the lump sum prices.
- V The Schedules do not necessarily give a full description of the Plant and Equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Specifications and other sections of the bidding documents and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices.
- Vi With reference to the preceding Sub-clause (iii), the Bidders' attention is directed to the fact that the Employer's estimate of the scope of work required for completion of any Activity described in the Schedule of Prices is based on the standard, or optimal work usually required to complete such item. The Bidder is required to assess the site conditions and make his own assessment of the work required to complete the particular Activity and to make allowances for any additional work that may be reasonably required to complete that item in his quoted rate, considering the nature of the work, site conditions and the basis upon which such work is to be paid (i.e., per km; per completed unit, etc.). No additional payment will be made in case the actual quantities of the different components required to complete any pay item/ Activity exceeds the quantities indicated in the Employer's estimate, and no claim for extra cost will be entertained on the basis that the Bidder did not properly assess the requirements.
- Vii Any items that are not specifically mentioned in the schedule or specifications, but which are required to be carried out for satisfactory completion of the item as per good engineering practice, shall be deemed to form a part of the scope of the relevant item. The tendered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit. The Employer may decide during execution of the Contract to delete any activity totally from the scope of the Contractor.
- Viii Sundry and miscellaneous works are required to be done to complete the work under any particular schedule or part thereof. The Bidder is required to include the costs of all such work in his tendered prices for the relevant activities, and the Employer will not be liable for any additional costs that may be incurred for satisfactory completion of the work.

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Ix Octroi/LBT/LPT & GST, chargeable to the Employer (where applicable) are to be indicated separately, and will be paid at actuals by the Employer. Based on current law it is expected that the different types of works under the Contract will be subject to GST at the following rates.

The evaluation of Price bid is to be done considering the cost of Materials, Cost of services quoted by the bidder, Further the bidder has to give the details of Octroi / LBT / LPT, GST so as to calculate total cost of company, therefore for evaluation of price bid the bidders should submit the details of taxes to be charged to the company in the prescribed format below:

Format for Segregation of Taxes

Sr. No	Particulars	value	State GST	Intra State GST	Central GST	Total Quoted Price
1	2	3	4	5	6	7= (3+4+5+6)
A	Part 1 Cost of Materials Intra State (Within Maharashtra state) Inter State (Out of Maharashtra State)					

Sr. No.	Particulars	Value	GST on service portion Labour Portion @ ---% & Value (Rs.)	Total Quoted Price (Rs.)
1	2	3	4	5
B	Part-2 Cost of Transportation, Erection, Installation, Commissioning and Guarantee			
Sr. No	Particulars	Total Quoted Price (Rs.) Inclusive of all taxes		
1	2	3		

Total Quoted Price = A+B

X The Bidder shall be deemed to have included in his tendered prices provisions for all things necessary for completing the item in accordance with the specifications and terms of the biddings documents, including but not limited to final design and working drawings, site clearance, maintenance during construction, licenses, fees and permits, provision for and removal of all temporary works of whatsoever nature required for construction including temporary accesses, barricading, traffic diversions, diverting water and pumping, testing, pre-commissioning, commissioning, site restoration and cleanup upon completion, and guarantee of the facilities after completion during the Guarantee Period.

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Xi The prices shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved, liaison with the State Electricity Board and other Government/ Regulatory bodies for obtaining clearances/ approval, and co-ordination among various Government/ Regulatory bodies.

3. Measurements

- a. Measurements for the various items/ Activities of work will be carried out as per the stipulations in the Specifications, BIS and standard engineering practices, as applicable.
- b. Measurement for Unit Rate Activities such as HT and LT lines, etc., will be based on the unit specified in the Schedule of Prices (i.e., each, per km, etc.) for complete installations.
- c. Measurement for Unit Rate items/ Activities which do not have clearly defined quantities, such as general civil works, will be based on the unit specified in the Schedule of Prices, and payment will be made for work actually carried out for completing the useful sections as per agreed milestone chart.
- d. All the steel structures including Rolled Steel Joists (RSJ) etc. which are not galvanized, shall be painted with two coats of red oxide and two coats of aluminium paint. The bottom portion of the RSJ poles shall be painted with black bituminous paint. This requirement needs to be complied though not mentioned specifically in the technical specification.
- e. The cost of fabrication of all steel structure shall be considered as included in the estimated cost of services, as shown in the cost data sheets.
- f. In case of entire R & M work, the estimated cost of services shall be considered as inclusive of cost of dismantling of old equipment/material, its transport to the Employer's stores and handing over of the same to the Stores Incharge.
- g. All excavations required for under ground cables, poles, earth pits etc; in any condition of roads, foot paths, sub stations, shall be considered as included in the cost of services against that item.
- h. Wedge connectors conforming to the specifications given in the Volume II of the bidding documents shall be used in the construction of LT / HT lines and substations upto the conductor size of 0.1 square inch ACSR (DOG) in place of binding & crimping.
- i. RMUs should be used as a Motorized and compatible to SCADA system.
- j. Hot deep galvanized (HDG); half threaded nut-bolts of required suitable size should be used for erection works.
- k. If the SMC distribution boxes and spring Load box as utilized during the execution the rate specified in the tender documents shall be given.
- l. Wedge connectors shall be used during construction for jumpers at cut points, T-connections as well as vertical drops in Distribution Transformer Centers (DTC's)
For conductors of size 0.2 sq. inch, crimping of all joints by compression method shall be used in construction of lines as well as substations.

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- o. L.T, C.T, and AMR DTC Meter Box should be without Modem however, DTC Meter Boxes should have provision of MODEMs installation to access the proper signaling. While bidding quote accordingly, but no change in cost shall be paid during actual billing. Technical specifications are already uploaded along with Tender Document in Volume II.
- p. The DTC meter should have LT AC three phase 4 wire CT/PT operated fully static AMR compatible Tri-vector meter with RS-232 Port.
- q. Betonite Powder may be used instead of Charcoal, salt etc. for earthing with sufficient quantity so as to maintain proper earth resistance as per IE rule as specified in activities. If not considered in activities, then it assumes to be included in sundry charges but no extra payment made for it.

Bidder can use Aluminum Bus Bar or any other material instead of Copper Bus Bar in Distribution Box, However it should have same current carrying capacity as that of copper. The Bidder may procure from the vender who is approved for supplying the DB with Aluminum Bus Bar in any other distribution utilities are allowed with valid type test.

Section 5

Declaration by Contractor

SECTION 5
DECLARATION BY CONTRACTOR

Index

Schedule No **Particulars**

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PREAMBLE AND INSTRUCTIONS TO BIDDERS

- (1) Bidders are required to provide full and complete information in the requested format in the following Schedules, signed and sealed on all pages. Incomplete submissions may be subject to rejection as per the Instructions to Bidders (ITB) Sub-Clause 27.1.
- (2) All Schedules are required to be completed, but Bidders should not restrict themselves to using the space that is provided. Photocopies of the following Schedules will be acceptable, and Bidders will be responsible to provide additional sheets/pages and supplementary information wherever required. In the event that any particular Schedule or item in the Schedule is not applicable, the same should be clearly indicated.
- (3) The Bidder shall submit an "Application for Qualification" letter, on his letterhead, in the format provided in Schedule I. In order to assist the Employer in its evaluation, Bidders shall also complete and submit the "Summary of Qualification Information" in the format provided in Schedule II.
- (4) Bidders shall submit adequate proof in support of their experience claims in the form of Work Orders, Completion Certificates, etc., failing which their experience claims will not be considered for evaluation. All documents related to the Bidder's financial status (audited financial statements, annual turnover, net worth, working capital, access to financial resources, etc.) shall be certified by an independent Chartered Accountant. **Documents submitted without the required Certification will not be considered for evaluation.**
- (5) All pages of the Bidder's submission shall be numbered for ease of reference, and the Bidder shall provide an Index to his submission. All Annexure with pre-printed information (i.e., documents defining the firms' constitution; audited financial statements/ balance sheets; manufacturers' data; etc.) shall be clearly numbered as Annexure 1, Annexure 2, etc., and listed in the Index.
- (6) The information provided by the Bidder will be used for evaluation of the Technical Proposals to assess the qualifications of the Bidder pursuant to the requirements of Section 1, Instructions to Bidders (ITB) Clauses 3 and 5, the overall responsiveness of the Bid to the terms and conditions of bidding, and the suitability and conformity of the offer to the requirements of the Bidding Documents.
- (7) Whatever technical specifications are proposed or considered by the Bidder, all equipment provided by the successful bidder shall conform in all respects to the specifications of the tender documents, or better, and shall be subject to the approval of the Employer's Representative.
- (8) The Bidder should only consider makes from reputed manufacturers of equipment corresponding to the state-of-the-art technology and to the latest international / Indian standards. Plant and Materials supplied from within India shall be procured from the Vendors, as satisfying the criteria set forth in Sec 8 of Vol I. Plant and Materials supplied from outside India shall be procured only from reputed manufacturers, approved by MSEDCL, who have an established presence in India, including representative offices and service centers in Maharashtra, and whose manufacturing standards and finished goods conform in all respects to the specifications of the tender documents, or better.
- (9) Changes in the approved manufacturer/ vendor by the successful Bidder after award of Contract will be permitted subject to the fulfillment of the criteria as stipulated in Sec 8.

- (10) The Bidder shall be wholly responsible to ensure that his offer is complete in all respects, and that all Plant, Equipment and Works which are required to be provided, and which are deemed to be necessary by the Employer, are incorporated into his offer.
- (11) Information provided by the Bidder in these Schedules will be used to assist in evaluation of the Bid. However, acceptance of the Bidder's proposal for the purposes of bid evaluation should not be construed as approval by the Employer. All details will subsequently be subject to approval of the Employer's Representative during execution of the Works based upon the detailed designs/ drawings/ data-sheets/ specifications/ manufacturer's credentials, details of Sub-contractors, agreements with Sub-contractors, necessary resources in terms of personnel, plant and equipment, construction methodology, work plan, safety plan, procurement plan, QA/QC plan, financing plan, etc., that are required to be submitted by the successful bidder in conformity with the terms and conditions of the Contract for independent assessment and approval by the Employer's Representative before execution.

Schedule I

Application for Qualification

(To be Submitted on Bidder's Letterhead)

Date:....., 2020

Name of Contract: E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL

Contract No: PAHSUS\Engineering Section\2020-21

To:

The Registrar,

Punyashlok Ahilyadevi Holkar

Solapur University, Solapur. Dist-Solapur-413255.

We, the undersigned, herewith submit our application for qualification for the referenced contract for **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL**, and other allied works, including a Two year guarantee (defects liability) period as defined in these bidding documents (hereinafter referred to as "**Turnkey Works**"), for implementation of **MSEDCL's 1.3 % DDF Scheme 2020-21** on a single point responsibility "Partial Turnkey" basis.

We hereby declare the following:

- (a) We have examined and have no reservations to the Bidding Document and the Qualification Criteria set forth under Clauses 3, 5 and 6 of the Instructions to Bidders (ITB), including Addenda No(s) ___ issued in accordance with ITB Clause 11.
- (b) We confirm that our bid is fully complying with the bidding document without any deviation. We are fully aware that conditional bid will not be accepted by the Employer.
- (c) We have submitted price bids for Tender Nos____. Our Technical Proposal includes all the details of qualifying criteria.
- (d) We, including any subcontractors or suppliers for any part of the contract resulting from this qualification, do not have any conflict of interest in accordance with ITB Clause 6.
- (e) We, including any subcontractors or suppliers for any part of the contract resulting from this application, have not been declared ineligible by the Solapur University,MSEDCL, World Bank, Asian Development Bank or any State utilities within India in accordance with ITB Sub-Clause 3.3 and 41.1(c).
- (f) We are submitting only one Bid, against any individual Tender and we do not have any Conflict of Interest as defined in ITB Clause 6.
- (g) We have filled in and submitted Schedules I to XVII and under take to submit other Schedules before signing of Contract Agreement. We certify that the information provided in the accompanying Schedules and the Annexure thereto is complete and accurate, and that we understand that any misrepresentation of facts will be grounds for rejection of our Bid.
- (h) We understand and accept that, in accordance with ITB Clause 37, you are not bound to accept any bid that you may receive, and that you may reject any or all bids at any time prior

to award of Contract without thereby incurring any liability to the affected bidder or any obligation to inform the bidder of the grounds for the Employer's action.

In connection with our Bid, we hereby grant Solapur University the authority to seek references from our Bankers to the extent required to confirm the information that we have provided in Schedule X, Financial Resources.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

Schedule II**Summary of Qualification Information**

		Table 1 Basic Data for Financial Evaluation (Bidder Shall Use the Following Values in Table 2 to Determine Its Compliance with Qualification Criteria)			
Tender No.	Zone	Circle	Division	Estimated Cost of the Works (Rs. lacs)	Minimum Qualification Criteria (in Rs. lacs)
					Average annual Turnover during last 3 yrs
1	2	3	4	5	6
T-					7
T-					
T-					
					Net Worth

Name of Bidder :- M/s _____.

Tender Fees Details :- Trs. Ref. no. :- _____.

Date :- _____.

Amount :- _____.

EMD :- Bank Name:- _____.

BG no.:- _____ Date:- _____.

Valid up to Date:- _____.

Elect. Con. License:- no.:- _____ Validity:- _____.

Table 2 Compliance with Qualification Criteria						
Sl. No.	ITB Sub-Clause	Qualification Requirement	Schd. No.	Minimum Requirement	Submitted/Proposed By Bidder	Evaluation by Employer [Pass (P) or Fail (F)]
General and Legal:						
1	--	Summary of Qualification Information (this Form)	II	To Be Completed by Bidder		
2	5.1(a)	Constitution and Experience as Prime Contractor	III	3 years		
3	5.2(b)	Power of Attorney	III IV	Submission		
4	5.2(a)	Copy of Constitution (Bidder)	IV	Doc. Evidence		
5	5.1(e) 5.1(f) 5.2(f) 5.2(g) 5.4(c)	Bidder, shall possess a valid Electrical Contractor's License issued under the Act, registration certificates for VAT and Service Tax, and registration certificates under the applicable PF and labor laws.	VII	Doc. Evidence		
Work Experience:						
9	5.1 (c)	Bidder, to have executed work in any sector during the financial years of FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20) One work order/contract of at least 20% of the estimated cost of the total tender quoted for, or Two work orders/contracts totaling at least 25 % of the estimated cost of the total tender quoted for or Three work orders/contracts totaling at least 30% of the estimated cost of the total tender quoted for	V	a) 1 for 20%, or b) 2 for 25%, or c) 3 for 30%		
10	5.1 (d)	Bidder, to have executed turnkey contracts during the years (i.e., 2015-16, 2016-17, 2017-18, 2018-19, 2019-20) of 15% of the physical parameters involved/covered under the tender.	VI			

		All the components of electrical works mentioned above should be in successful operation;				
Financial Capability:						
11	5.1 (b)	Turnover: Bidder shall have an average annual turnover during the last three financial years FY, 2017-18 ,2018-19 ,2019-20)which is at least equivalent to 30% of the Estimated Cost of the Works.	VIII	From Column 4 of Table 1		
12	5.1 (g)	Net Worth: Bidder, shall have a positive Net Worth (Net value of assets – net value of liabilities) for the tender value upto Rs. 200 Lakhs and 10% of tender value for more than 200 Lakhs.for FY 2018-19	IX	From Column 5 of Table 1		
16	5.2(c)	Audited financial statements/ balance sheets for last three financial years	IX X	Submission		
17	5.1 5.3	Bidder shall provide sufficient documentary evidence of access to unencumbered financial resources	X	Doc. Evidence		
18	5.2(d)	Up-to-date information on current contract commitments/ work in progress	XI	Doc. Evidence		
19	--	Information on Pending Litigation	XII	Statement		
Compliance with Employer's Requirements						
20	5.2	Statement of Compliance with the Bidding Documents	XIII	Statement		
22	5.2	Declaration on Eligibility of Plant and Equipment	XV	Statement		
23		Personnel	XVI	Statement		
24		Site Organization	XVII	Statement		
25		Contractor's Plant and Construction Equipment	XVII I	Statement		
26		Method Statement	XIX	Statement		
27		Construction Schedule	XX	Schedule		
28		Procurement Schedule for Plant & Equipment	XXI	Schedule		

Schedule III

Experience as Prime Contractor
(For Compliance to ITB Sub-Clause 5.1(a))

Bidder's Lead Partner's Legal Name: _____

Bidder must fill in this form

Experience as Prime Contractor						
Name and Address of Employer	Year of work Execution	Work Order No. OR Contract No. with Date	Date of Work Completion	Brief Description of Work	Role of the Bidder (Individual)	Value of Works Executed (Rs. Lakhs)

Bidder shall provide details of his experience as prime contractor for 3 Financial years in sufficient detail so as to demonstrate compliance with the requirements of ITB Sub-Clause 5.1(a)

Bidder shall attach copies of Work Orders and Certificates of Satisfactory Completion or Substantial Completion for the contracts for which the Bidder is claiming relevant experience for only the largest value of work carried out by him in a particular financial year.

Schedule IV

General Experience

(For Compliance to ITB Sub-Clause 5.1(c))

Bidder's Legal Name: _____

Bidder must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Role of the Bidder and Works Executed by the Bidder	Value of Works Executed

Format for Experience Certificate for General Experience

Employer's Letter Head

Ref No.:- [Employer's Reference No.]

Date:-

Contract Name : -
Name of the Contractor : - M/s. [Name of the bidder]
Whether Individual : - Yes / No [Which ever is applicable]
Role in Contract : - [Contractor / Management Contractor / Subcontractor]
Work Order No. : -
Work Order Date : -
Contract Agreement No. : -
Contract Agreement Date : -
Contract Value : - Rs. [in figures] Lakhs
Value of work executed : - Rs. [in figures] Lakhs
Brief Details of Work Done : -
Starting Date of Contract : - [Date], [Month] , [Year]
Ending Date of Contract : - [Date], [Month] , [Year]
Actual Date of Contract Completion : - [Date], [Month] , [Year]

Details of the Work executed (Year-wise)

(Amount in Rs.
Lakhs)

Financial Year				
Value of work executed				

We hereby confirm that M/s. [Name of the bidder] have executed the works as per the values given in the above table of, Details of the work executed (Year-wise).

For [Name of the Employer]

[Name of Authorized Person]

[Designation of Authorized Person]

Seal of the Employer

Schedule V

Specific Construction Experience

(To Demonstrate Compliance to ITB Sub-Clause 5.1 (d))

Bidder's Legal Name: _____

Bidder must fill in this form

Contract of Similar Size and Nature		
Contract Identification:		
Award Date		Completion Date
Role in Contract	Contractor	Management Contractor Subcontractor
Contract Details	Commissioning of : (i) Route length of LT lines, (ii) Route length of 11 KV or higher voltage lines (iii) no. of DTCs of 11kV or higher voltage class iv) nos of years for which the above said installations are in operation.	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with ITB Sub-Clause 5.1(d), 5.3(a, iv) ,		
General Requirement :- Turn key construction of 05KM of 11kV or higher voltage lines and 05 nos. of DTCs of 11kV or higher voltage class which are in operation	A) Description of Scope and Nature of the Work B) Value of Contract (In Rs. Crores) C) Cost of Materials Incorporated into the Permanent Works (If supplied by others and not included under (B) above)	
Bidder shall attach copies of Work Orders and Certificates of Satisfactory Completion of the contract for which the Bidder is claiming relevant experience.		

Format for Experience Certificate for Specific Experience

Employer's Letter Head

Ref No.:- [Employer's Reference No.]

Date:-

Contract Name : -
Name of the Contractor : - M/s. [Name of the bidder]
Whether Individual : - Yes / No [Which ever is applicable]
Role in Contract : - [Contractor / Management Contractor / Subcontractor]
Work Order No. : -
Work Order Date : -
Contract Agreement No. : -
Contract Agreement Date : -
Contract Value : - Rs. [in figures] Lakhs
Value of work executed : - Rs. [in figures] Lakhs
Brief Details of Work Done : -
Starting Date of Contract : - [Date], [Month], [Year]
Ending Date of Contract : - [Date], [Month], [Year]
Actual Date of Contract Completion : - [Date], [Month], [Year]

Details of the Work executed

Particulars	Route length of 11 KV or higher voltage OH / UG Lines	Distribution Transformer Centers of 11kV or higher voltage class
Numbers / Length		
Date of Completion		
Date of Commissioning		
No. of years in operation		

We hereby confirm that M/s. [Name of the bidder] have supplied & erected the installations as per the particulars given in the above table of, (Details of the work executed)

For [Name of the Employer]

[Name of Authorized Person]

[Designation of Authorized Person]

Seal of the Employer

Schedule VI

Bidder's Certification

(To Demonstrate Compliance to ITB Sub-Clauses 5.1 (e), (f), (g))

To:

The Registrar,

Punyashlok Ahilyadevi Holkar

Solapur University Solapur. Dist-Solapur-413255.

In compliance with the qualification requirements set forth under ITB Sub-Clauses 5.1(e), (f), (g), (h) and (where applicable) we, the undersigned, hereby certify that:

- 1) We possess a valid Electrical Contractor's license issued in the State of Maharashtra on _____ [day/month/year], vide license number _____, a copy of which is herewith attached; and
- 2) We are registered for GST under the applicable laws, and copies of the registration certificates are herewith attached; and
- 3) We are registered with the appropriate authorities under the PF and labor laws, and copies of our registration certificates are herewith attached; and

Name

In the capacity of

Signed

.....

.....

Duly authorized to sign the Application for and on behalf of

Date

.....

Schedule VII

Annual Turnover

(To Demonstrate Compliance to ITB Sub-Clauses 5.1(b))

Bidder's Legal Name: _____

The Bidder must fill in this form

Annual Turnover Data	
Year	Single Bidder (Rs. Crores)
FY 2017-18	
FY 2018-19	
FY 2019-20	
Three Year Turnover (Each Firm)	
Average annual turnover (All Firms Together)	
The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.	
The Bidder shall submit audited financial statements/ balance sheets in support of its claims	

Schedule VIII

Financial Situation

(To Demonstrate Compliance to ITB Sub-Clauses 5.1)

Bidder's Legal Name: _____

Each Bidder must fill in this form

	Financial Data for Previous 3 Years		
	Year 1: FY 2017-18 (Rs. Crores)	Year 2: FY 2018-19 (Rs. Crores)	Year 3: FY 2019-20 (Rs. Crores)
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profits Before Taxes			
6. Profits After Taxes			
7. Unutilized Lines of Credit **	Information Not Required	Information Not Required	
8. Net Worth #			
9. Available Working Capital ** [= 2 - 4] + [7] **	Information Not Required	Information Not Required	

Attached are copies of the audited financial statements/ balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the Bidder and not sister or parent companies.

Historic financial statements must be audited by a certified Chartered Accountant.

Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Auditor shall provide full details which illustrate how the Current Liabilities have been calculated, using the International Accounting Standards as a basis for such calculations.

** In order for the Employer to take the Bidder's available lines of credit into consideration for assessing the Available Working Capital, the Bidder is required to complete Schedule X and provide satisfactorily documentation in support of its claim. If applicable, the Bidder may provide a letter of guarantee from a recognized Bank which states that it is willing to provide a dedicated revolving line of credit to the Bidder for exclusive use for the Project if the Bidder is successful in its bid and selected for award of contract, on the understanding that the Employer is not obligated to take this into consideration during evaluation.

Net worth to be calculated as 5.1

This Schedule IX and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

Schedule IX

Current Contract Commitments / Works in Progress
(To Demonstrate Compliance to ITB Sub-Clause 5.2))

Bidders, and both partner in a Joint Venture, should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion but for which an unqualified, full completion certificate has yet to be issued.

Bidder's Legal Name: _____

Each Bidder must fill in this form

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Rs. Crores]	Estimated Completi on Date	Average Monthly Invoicing Over Last Six Months [Rs. Crores/month]]
1					
2					
3					
4					
5					
6					
7					
8					
	Total, All Contractual Commitments				

This Schedule XI and all supporting documents shall be certified by an independent Auditor/
 Chartered Accountant.

Schedule X**Pending Litigation**

Bidder's Legal Name: _____

Each Bidder must fill in this form

Year	Matter in Dispute	Value of Pending Claim as a Percentage of Net Worth

Schedule XI

Declaration on Eligibility of Plant & Equipment

We hereby declare that the goods to be supplied under this Contract, including but not limited to the Plant and Equipment listed in the following table, are proposed to be supplied and manufactured by the manufacturer/ company listed in the following table and that all items to be supplied shall conform to the Technical Specifications of this Bid. We hereby certify that all manufacturers/ companies that are proposed in the following list

We also declare that all Plant and Equipment supplied under the Contract will be new and free from defects in materials and workmanship and suited for its normal operating conditions. We understand and accept that changes in the approved manufacturer/ vendor by the successful Bidder after award of Contract will not be considered unless the successful bidder can satisfactorily demonstrate, to the full satisfaction of the Employer's Representative, that the proposed Plant and Materials are equivalent to or better than the approved plant and Materials. We certify that we will not claim for any additional payments during the course of the approval process or thereafter on this account.

Sl. No.	Major Equipment / Item	Proposed Manufacturer/ Supplier
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Schedule XII

Personnel

Bidders shall provide the names of suitably qualified key personnel who are proposed by the Contractor for this Contract, in the following Form PER-1.

Data on the experience of each candidate should be supplied using the Resume format (Form PER-2) provided on the following page.

The proposed Mobilization/ Deployment Schedule for all such key personnel shall be provided in the format provided in Form PER-3, indicating the proposed date of mobilization/ deployment and the total duration of their respective services.

Form PER-1

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
7.	Title of position
	Name
8.	Title of position
	Name

Form PER-2

Position:			
Responsibilities:			
Personnel information	Name	Date of birth	Nationality
	Professional qualifications		
Present employment	Name of employer		
	Address of employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	E-mail	
	Job title	Years with present employer	

[illegible]

Mobilization/Deployment of Proposed Personnel

Bidder shall provide the proposed mobilization schedule for each of the key personnel in a bar-chart form, clearly showing the proposed date of mobilization, duration of services, and date of demobilization.

Form PER-3[illegible]

(Note: Bidders should provide the above schedule on a separate sheet showing all months from Month 1 to Month 24) inclusive for the Works Period.)

Schedule XIII**Site Organization**

Bidder shall describe the roles and responsibilities of each of the personnel proposed under the preceding Schedule XVI, and shall describe the roles, relationships and division of responsibilities between the site management and the representative head/ branch office that will be responsible for the Project. In particular, the Bidder shall provide details of the technical and financial responsibility and authority of the Project Manager who will be responsible for the day-to-day operations at the Site.

The Bidder shall provide a preliminary organization chart which indicates the relationship between the site management and the representative head/ branch office, the direct on-site works operations, the sub-contractors and suppliers, and the Employer's Representative and supervising Engineers.

Schedule XIV

Contractor's Plant and Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key plant and construction equipment that will be required to undertake the Works within the Time for Completion. A separate Form (Form EQP-1) shall be prepared for each item of plant and/ or equipment proposed by the Bidder.

The overall requirements and mobilization/deployment schedule for each major item of plant and equipment (such as Plant & Equipment to be used for the substations, DTCs, power lines, civil works, etc.) shall be summarized in the format (Form EQP-2) provided on the following page.

Form EQP-1

Item of Plant/Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information is not required to be provided for the above plant/equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Deployment Schedule of Major Items of Constructional Plant and Equipment

Bidder shall provide the proposed mobilization/deployment schedule for each major item of constructional plant and equipment described in Form EQP-1 in a bar-chart form, clearly showing the proposed date of mobilization to the Site, duration of deployment, and date of removal from the Site.

Form EQP-2

Sl. No.	Name of Plant/Equipment (Type, Make, Model)	No. of Items	Deployment Schedule (in Months from the Commencement Date)											
			1	2	3	4	5	6	--	--	--	24		

(Note: Bidders should provide the above schedule on a separate sheet showing all months from Month 1 to Month 24 inclusive for the Works Period.)

Schedule XV

Method Statement

The Bidder shall provide a comprehensive statement of the methods that it proposes to adopt for completing the Works under this Project, including descriptions of its proposed work methods, scheduling, mobilization of labor force and resources, quality assurance and quality control programs, etc., in order to demonstrate its overall understanding of requirements for successful completion of the Contract within the stipulated time period, and to demonstrate the Bidder's capability with respect to its construction methodology, proper planning of activities, procurement and deployment of necessary resources.

The Bidder should provide full details on his proposed procurement methods for major items of plant, equipment and materials proposed to be incorporated into the Permanent Works, including design of the plant and equipment, sources of materials, placing of orders, times required for manufacture, tests to be conducted at the supplier's/manufacturer's plant, pre-delivery inspections and testing, delivery, storage, installation, etc.

The Bidder's attention is drawn to the requirements set out in the Conditions of Contract, and the Bidder is requested to describe how it proposes to achieve the broad Milestone Targets that have been established to ensure that pro-rata progress is maintained on all sub-components of the Works throughout the execution period.

Schedule XVI

Construction Schedule

The Bidder shall submit his proposed construction program in sufficient detail so as to demonstrate: the order in which he proposes to carry out the Works (including each stage of design, procurement, manufacture, pre-delivery inspection and testing, delivery to Site, construction, erection, testing and commissioning); all major events and activities in the production of Construction Documents; the periods for the design reviews and approvals and for any other submissions, approvals and consents specified in the Employer's Requirements; the sequence of all tests specified in the Contract; etc.

The Bidder should pay particular attention to demonstrating how his proposed program for supply of major items of plant and equipment to be incorporated into the Permanent Works (Schedule XXI) is to be managed to satisfy the requirements of the Contract, including the time required for design, placing of confirmed orders, manufacturing, pre-delivery inspections and tests, delivery to the Site, storage, installation, etc.

Such construction program shall be developed on a commercially available project management software (such as Primavera, MS Project or equivalent) showing level-3 activities, together with bar charts and CPM diagrams which clearly illustrate the critical path, and the resources required to be provided by the Contractor to achieve the desired results.

The Bidder's attention is drawn to the requirements set out in the Conditions of Contract, and the Bidder is required to clearly demonstrate how he proposes to meet the broad Milestone Targets that have been established to ensure that pro-rata progress is maintained on all sub-components of the Works throughout the execution period.

Schedule XVII

Quality Assurance and Quality Control Plan

The Bidder shall provide his proposed Quality Assurance and Quality Control (QAQC) Plan which describes the type, frequency and procedure of tests to be done on sites; type, frequency and procedure of tests to be done at manufacturers' locations outside the sites; all parameters to be measured in these tests; permissible limits of such parameters; details of laboratories to be established at sites; details of testing equipments & machines and their calibration schedules; details of the Bidder's internal systems for assuring quality control at the manufacturers' outside the sites; details of qualifications and experience of the Quality Control professionals to be deployed for the entire project; and the systems of Quality Audit to be instituted for systematic and professional management as well as adherence with the highest standards of quality of all construction works.

The Bidder shall provide separate descriptions of its proposed QA/QC plan during the design and construction phase.

The Bidder shall also provide copies of the company's standard rules and regulations regarding quality assurance and quality control procedures for works in general and works of a similar nature.

Schedule XVIII

Safety Plan

The Bidder shall describe his proposed Safety Plan which shall be developed to ensure zero fatal accidents and zero hazardous incidents/occurrences in all construction works, including descriptions of the company's standard policies and procedures regarding its site organization and procedures, methods and frequency of conducting safety audits at the Site(s), record keeping and reporting, providing safety training for its personnel, issue and mandatory use of safety equipment, details of the qualifications and experience of the Bidder's safety officers to be deployed at the Site(s), etc.

The Bidder shall provide separate descriptions of its proposed safety plan during the design and construction phase.

The Bidder shall also provide copies of the company's standard rules and regulations regarding safety procedures.

Schedule XIX**Environmental Quality Management Plan**

The Bidder shall provide details of its proposed environmental management plan in sufficient detail so as to demonstrate the procedures that will be used to ensure that the environmental concerns and requirements as set forth in the Conditions of Contract are satisfactorily met.

The Bidder shall provide separate descriptions of its proposals for minimizing any adverse environmental impacts/effects during the design and construction phase.

Schedule XXIII

RTGS Information
(On Company's Letter Head)

I/We hereby authorize Solapur University to release the payment through RTGS instead of Account payee cheque as mentioned in the purchase/work order. The details of our bank Accounts are as given below-

- 1) Name of Supplier/Contractor: (As per Bank Account):
- 2) Name of the Bank :
- 3) Branch with address:
- 4) Current Account Number : (core banking No. if A/c no. starts with zero, please put leading zero before A/c No.(0XXX))
- 5) RTGS No.(IFSC Code) :(Indian Financial Security Code) 5th digit must be '0'
- 6) MICR Code of the Bank :
- 7) Companies email ID :
- 8) Contact Name & Tel. No. : (Name with Designation) Mobile No. if any

Further I/We hereby undertake that, I/We will be jointly and severally responsible for any loss/expenses arising in making payments under RTGS on above stated bank details. It will be our responsibility to inform/communicate any change in above details.

Signature
(Owner/Director/Proprietor/Designation)
Seal of the Company

Date:

Volume I Part B

Section 5

Sample Forms

TENDER NO: PAHSUS/ENGINEERING SECTION/2020-21/

SECTION 6**SAMPLE FORMS*****Notes on Sample Forms***

All Bidders shall complete and provide the Bid Security in accordance with the requirements of the bidding documents.

Bidders should not complete the Forms of Agreement at this time. Only the successful Bidder will be required to complete the Forms. The Forms of Agreement, when finalized at time of contract award, will incorporate any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations (time for completion, technical deviations, commercial deviations, etc.) or quantity variations in accordance with the requirements of the bidding documents.

The Form of Security Deposit should not be completed by the bidders at the time of bid preparation. Only the successful Bidder will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer.

Index to Forms

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BID NO: PAHSUS/ENGINEERING SECTION/2020-21/**Bid Form**

BID NO. _____

For Project. _____

(On Bidder's Letterhead)

Name of the Project and identification No. _____

To,

The Registrar**Punyashlok Ahilyadevi Holkar****Solapur University Solapur.**

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree to **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL**, including a Two years guarantee (defects liability) period and allied works as defined in the bid document, on **"Turnkey basis"** and hand over the completed works as described above in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

I/ we accept the arbitration procedure under clause 32 of instruction to bidders in section – I

This bid and your written acceptance shall be the basis for Contract Agreement. I/We understand that you are not bound to accept the lowest or any bid you receive or assign any reason therefore.

I/We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses.

I/We, agree to keep this Bid open for acceptance for 180 days from the date of opening thereof and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day _____ of _____ 2020

Yours faithfully,

Witness: _____

Signature

Address:

Name

Signature

Address of the company

Date

Seal of the Company

(To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.)

(On Bidder's Letter head)

BID No. _____

Qualification Information

(The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 3 of the instructions to Bidders.

1. For individual Bidders or Individual Members of Joint Venture

1.1 Constitution or legal status of Bidder (Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory
of bid (Attach copy)

1.2

Total annual volume of Works performed in last Five years	Years	Turnkey *	Construction **
	1	2	
	2017-18		
	2018-19		
	2019-20		

1.3 Work performance as prime Contractor on works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for item 1.2 above.

Project Name	Client name	Type & quantity of Work performed with Year of completion.	Nature of Contract.	Value of turkey Contract or Construction
i)				
ii)				
iii)				
iv)				

* Amount of Turn Key is the summation of all the amounts for which bills are claimed for the executed works including supply, erection and up to commissioning.

** Amount under heading 'Construction' is the summation of all the amounts for which bills are claimed for the construction, erection and the commissioning activities performed in the year from the Turn Key contracts as well as purely erection and construction contracts.

1.4.1 The following items of Contractor's Equipment are essential for carrying out the Works. The bidder should list all the information requested below:

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

Item of Equipment.	Make & Age (Years)	Condition. (New/Good/Poor, Not Available)
Civil construction equipment.		
Material Handling equipment		
Testing / commissioning of the equipment.		

1.5 Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details

Position	Name	Years of Experience (General)	Years of Experience in the proposed position.
Project Manager, Chief Engineer, Manager, Supervisor, Engineer etc.			

1.6 Proposed sub-contracts and firms involved

Section of the works.	Value of Sub Contract.	Sub Contractors Name & Address.	Experience in similar Works.
I			
II			
III			

Activity of the activity schedule decided to be assigned.

Note: - The Bidder may note that the Sub-Contractor(s) intended to be deployed as listed above can be changed only with the approval of Employer.

1.7 Financial reports for the last five years, balance sheets, profit and loss account, auditor's reports, etc. List them below and attach copies.

I)

II)

III)

1.8 Evidence of access to financial resources to meet the qualification requirements, cash in hand, net working capital, lines of credit etc. List them below and attach copies of support documents.

I)

II)

1.9 Name, address, and telephone, telex and fax numbers of the bidders' bankers who may provide reference if contacted by the Employer.

I)

II)

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

1.10 Information on current litigation in which the bidder is involved.

Names of Parties involved.	Cause of Dispute.	Amount Involved.
I		
II		

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 (I) of the Instructions to Bidders.

1.12 Proposed work method and schedule. The bidder should attach description, drawings, and charts as necessary to comply with the requirements of the bidding documents.

1.13 Work Execution experience:

Criteria	Details	Amount Involved.
A One order equal to 20% of tender value Or		
B Two orders equal to 25% of tender value Or		
C Three orders equal to 30% of tender value		

Please attach documents in supporting of 1.13.

2.0 FOR JOINT VENTURES

Not Applicable.

3.0 Declaration

The following declaration as to the eligibility of goods to be covered under the contract signed and dated by Contractor shall be attached to the bid.

"I, the undersigned hereby certify that, the major goods Defend in the Annexure 'B' of Volume II to be supplied are produced in (Name of the eligible source company (manufacturer)) & are confirming to the Technical Specifications of this Bid.

The material to be used should be of the make approved by the Board and the method of construction should be as per the standard method of construction approved by Board & adhering to relevant Acts & rules in force.

I, the undersigned hereby certify that (name of the Contractor)) has been incorporated and registered in (name of the eligible source state), has its appropriate facilities for producing or providing the goods and services in (name of eligible source) and actually conducts its business there".

Signature

Name & designation

Date:

Name of Co.

Place:

Address

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____, 2018, for "Turnkey Contract" **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL, with two year guarantee (defects liability) and five years (defects liability) for major items** period as defined in these bidding documents (hereinafter referred to as "the **Works**"), and as described in the Bidding Data under "**Turnkey Contract**" basis under bid package number **Bid No: PAHSUS/ENGINEERING SECTION/2020-21/ for works in ----- Taluka** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Maharashtra State Electricity Distribution Company Limited, Represented by the **Registrar**, address: "Kegaon", Solapur-Pune National Highway, Solapur-413255 in the sum of Rs. _____ (Rupees _____ only) for which payment will and truly to be made to the said Employer. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ [Address of branch office at Solapur, Maharashtra],

SEALED with the Common Seal of the said Bank this ____ day of _____, 2020.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) if the Bidder refuses to accept the correction of errors in his Bid; or
- (3) if the Bidder is determined at any time prior to award of contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- (4) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders;
- (5) in case of Joint Venture if there is any breach in the Joint Venture before finalization of tender & issue of LOA within original or extended period of validity of the bid.

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provided that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **90 days** after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

Signature of Bank's authorized officer _____

SEAL _____

Signature of Bank's second authorized officer

Seal

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

(Sample Form)

Letter of Award

Name of Contract:- E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL under Tender No. PAHSUS/ENGINEERING SECTION/2020-21/

Contract Ref: - Tender No. PAHSUS/ENGINEERING SECTION/2020-21/

To,

M/s.....

.....

.....

Dear Sir,

This is to notify that your offer dated together with subsequent correspondent mentioned under reference for "Turnkey" contract for **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle, two year guarantee (defects liability) period as defined in these bidding documents (hereinafter referred to as "the **Works**")**, and as described in the Bidding Data in under "**Turnkey Contract**" under DPDC Scheme 2020-21 under bid package number ----- for the Contract Price of Rs. Lakhs. (Rs. lakhs) inclusive of GST cost considering the percentage rate of% (.....) the estimated cost of Rs. Lakhs (Rs. lakhs) as corrected and modified in accordance with the instruction to Bidders, is hereby accepted by us.

1. You are advised to submit the performance security deposit within a period of fourteen (14) days from the date of receipt of this letter. The performance security deposit should be in the form of an irrevocable bank guarantee from any Nationalized / Scheduled bank for an amount of Rs. Lakhs (i.e. 10% of the contract cost). The BG should be valid for a period of twenty four (24) months from the date of receipt of this letter of award.

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

2. Further, you are advised to contact the University Engineer , Solapur University, immediately who will organize joint meeting with the concerned Section Officers of Solapur University to finalize the monthly Milestone Chart & Construction Schedule.
3. Please note that the Milestone Chart & Construction Schedule so finalized shall form a part of the contract agreement to be signed by you with Solapur University. The Milestone Chart is to be finalized by you within Seven (07) days of receipt of this letter.
4. Thereafter a draft copy of the Contract Agreement shall be sent to you to enable you to submit the same on stamp papers of appropriate value to ensure contract signing within Fourteen (14) days of receipt of this letter, subject to submission of performance security deposit by you, and also subject to condition mentioned in paragraph 7 of this letter.
5. You are now instructed to proceed with preparation for the works now awarded to you in accordance with the terms and conditions set forth in the Tender Documents.
6. The contract agreement will be signed only after verification of authenticity of documents submitted by you to establish general & specific experience, forming a part of your prequalification for issue of this LOA to you. Further the LOA will be cancelled & necessary actions will be taken as stated in the consent letter under reference 9, as given by you if the documents are found to be fraudulent.
7. This LOA is issued subject to the terms and conditions of the Bid Documents and amendments issued from time to time.

Kindly acknowledge receipt of this letter.

Yours faithfully,

The Registrar
PAH Solapur University Solapur

Copy to:-

1. The Executive Engineer, O&M, MSEDCL ----- Division
2. The Manager (F&A), MSEDCL, Solapur Circle
3. The Addl. Executive Engineer / Dy. Executive Engineer, O&M, MSEDCL Sub-Division-----.

Regd. Post A/D

FORM OF CONTRACT AGREEMENT

This Agreement made this ____ day of _____, 2020, between the Punyashlok Ahilyadevi Holkar Solapur University Solapur, Represented by the Registrar Solapur University Solapur, Dist – Solapur-413255, India (hereinafter called "the Employer") of the one part and [Name of the Lead Partner & Address] (Lead Partner) in Joint Venture with [Name of the Joint Partner & Address] (hereinafter jointly called "the Contractor") of the other part.

Whereas the Employer desires that the **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle, two year guarantee (defects liability)** period and five years for major items as defined in these bidding documents (hereinafter referred to as "the Works"), and as described in the Bidding under "Turnkey Contract" under "DPDC Scheme 2017-18 " under bid package number PAHSUS\Engineering Section\2020-21\ for "Turnkey" contract for the **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle, two year guarantee (defects liability)**, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

1. The Employer and the Contractor agree as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to. The following documents shall be deemed to form as Contract Documents and shall be read and construed as part of this Agreement:

- (a) The Letter of Award no. PAHSUS\Engineering Section\2020-21\ Date-
- (b) Tender document constituting

Volume I, PART – A

Invitation, Instructions to Bidders and General conditions of contract

Detailed Notice Inviting Tender

Section 1: Instruction to Bidders

Section 2: General Conditions of Contract

Section 3: Form of Technical and Price Proposal & Appendixes

Section 4: Schedule of Prices & Schedule of Payments

Volume – I, Part – B

Declaration, Sample Forms, Price Variation, Vendor Approval

Section 5: Declaration by Contractor

Section 6: Sample Forms: Bid Security; Letter of Acceptance; Contract Agreement; Security deposit; Application for Payment.

Section 7: Price Variation Formulae

Section 8: Criteria for approval of vendors

Volume – II,

Technical Specifications and Drawings

Section 9: Technical Specifications

Section 10: Standard Drawings

Section 11: Civil Estimates and Drawings

- (c) The Addendum Nos. _____.
- (d) Contractor's Bid dated _____
- (e) The Appendix to Technical Proposal
- (f) The Appendix to Price Proposal
- (g) The Completed Schedules, of Contractor's Bid
- (h) The Contractor's Proposal.
- (i) Milestone Chart enclosed as Annexure – II as a part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works, remedy any defects therein and maintain the completed facilities in conformity in all respects with the provisions of the Contract.
3. **Contract Price:** The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works, the remedying of defects therein and guarantee of the completed Facilities, the amount of Rs. _____ Lakhs (Rs. [In word] Lakhs) considering the quoted percentage of ____ ([In word] percent) below/above the estimated tender cost of Rs. _____ Lakhs, or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. **Contract Commencement and Completion Schedule:** The Contract commencement date shall be _____, 2020 i.e. the date of issue of Letter Of Award (LOA) by the Employer. The contract period shall be of twenty four (24) months

and the work completion period shall be Four Months (04) months from the date of issue of LOA by the Employer i.e. _____, 2020. The time stipulated for completion of works shall be the essence of the contract. The contractor shall so organize his resources and perform and complete the works within the aforesaid period of Four months (04) months. The defect liability (Limited to the material supplied by the contractor and works and workmanship carried out by the contractor) period shall begin from the date of successful completion, commissioning and handing over of the works and shall remain in force for the period up to Twenty four (24) months after the completion of the entire works.

5. Scope of Work: It will be as defined in the Contract Documents.
6. The material to be supplied and used in the work under this contract shall be according to the specifications as specified in the Bidding documents, shall be of make approved by Employer and methods of construction shall be as per the standard methods of construction approved by the Employer, in line with stipulation of Vol. IV of bidding document and adhering to relevant acts and rules in force.
7. **Quantity Variation:** as applicable.
8. Terms of Payment :
 - 8.1 The Terms of payment applicable to the Contract shall be as follows:

Activity		% Payments	Description
Supply, after delivery, storage, erection/ installation and successful commissioning of the complete works against material utilized for works (RA bill wise)	P (RA bill wise)	90%	Progressive payments against cost of materials procured commensurate with the progress achieved for supply, after delivery, storage, erection / installation and successful commissioning of the complete works as per actual utilized quantity at site and submission of the completion certificate for that Works duly signed by concerned Registrar Of Solapur University Solapur

Balance payment against supply of materials, erection, commissioning mentioned above	L.S.	10%	Balance payment upon successful commissioning of the entire works and completion of all the Contractor's obligations under the Contract, as duly certified by the Employer's Representative and after issue of the last completion certificate and submission of a "No Claim Certificate" by the Contractor specified in clause 13.6.
--	------	-----	---

Abbreviation: - P = Progressive payment ; LS = Lump Sum payment

Note :- The detailed procedure to be followed for supervision, commissioning, Joint Measurement, preparation of invoices and processing of invoices is specified in the tender documents.

- a. The rates payable to the contractor shall be calculated on the basis of cost data given in Bid Documents and quoted percentage of ____ ([In word] percent) above the estimated tender cost.

9. Taxes & Duties :-

10.1 TDS towards Income Tax will be deducted from the payment of Contract value as per rate applicable.

10.2 The contract price includes all Taxes & Duties except GST, which will be reimbursed to the Contractor at actual as per rate stipulated in Contract Document. As regards the Central Sales Tax, the procedure stipulated in Contract Documents shall be applicable.

10. Insurance Coverage :

The contractor shall take all required insurance coverage as stipulated in Volume - I, Section 2 of bidding documents.

11. Governing Law:

This Agreement has been executed and delivered in India and its interpretation, validity and performance shall be construed and enforced in accordance with the Laws of India and also the laws applicable to the State of Maharashtra. Any disputes arising out of compliance/non compliance of this Agreement shall be dealt exclusively under the jurisdiction of court at Solapur.

12. Claim, disputes and its settlement:

Any dispute or claim arising out of this Agreement shall be dealt with as per the procedure stipulated in Clause 19, section 2I of bidding document.

13. Notices:

All notices to be given under this Agreement shall be in writing and in English language. A Notice shall be effective when delivered or on the notice effective date whichever is later.

BID NO: PAHSUS/ENGINEERING SECTION/2020-21/

14. All other terms and conditions shall be applicable as stipulated in Contract Documents.

15. Arbitration:

- (a) All disputes or differences between the parties under or in connection with this Agreement or any breach thereof shall be sought to be referred to the Chief Engineer, Baramati zone
- b) If such differences or disputes as between the parties cannot be settled through Vice Chancellor Of Solapur University within 180 days of such disputes, they shall be settled by arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification thereof from time to time.
- (c) The language of the arbitration shall be English and the place of arbitration shall be Solapur.
- (d) Notwithstanding the existence of any dispute referred to arbitration, the parties shall continue to perform their obligations under this Agreement.

16. Severability:

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, the other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby are not affected, in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforceable, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible, to the extent that the transactions contemplated hereby can be fulfilled to the extent possible.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signature of authorized representative of
the Contractor

Signature of Employer

SEAL

SEAL

In the presence of :

In the presence of:

Name _____

Name _____

Signature _____

Signature_____

Address _____

Address _____

**FORM OF SECURITY DEPOSIT
(BANK GUARANTEE)****To: Punyashlok Ahilyadevi Holkar Solapur University Solapur***Represented by***The Registrar**

Punyashlok Ahilyadevi Holkar Solapur University Solapur

Kegaon, Solapur-Pune National Highway

Solapur. Dist- Solapur-413255.

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the **Contractor**") has undertaken, in pursuance of **Contract No PAHSUS\Engineering Section\2020-21** for "Turnkey" contract **E- Tender for Supplying , erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle,MSEDCL, two year guarantee (defects liability) period & five year guarantee (defects liability) period** for major items as defined in these bidding documents (hereinafter referred to as "the **Works**"), and as described in the Bidding Data under "**Turnkey Contract**" under DPDC Scheme 2020-21;

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]¹* _____ *[in words]*, and we undertake to pay you, through our branch office at _____ *[Address of branch office at, Maharashtra]*, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of completion of the defects liability period, with a claim period of further one month.

Yours truly, _____
Signature and seal of the _____
Guarantor: _____
Name of Bank/Financial _____
Institution: _____
Address: _____
Date: _____

PAYMENT APPLICATION**Project**

Equipment	:	Date	:
Name of Contractor:		Contract No.	:
Contract Value	:	Contract Name	:
Unit reference	:	Application Serial Number	:

To

The Registrar**Punyashlok Ahilyadevi Holkar****Solapur University, Solapur**

Dear Sir,

Pursuant to the above-referred Contract dated _____ the undersigned hereby applies for payment of the sum of _____ (Specify amount for which claim is made).

1. The above amount is on account of (check whichever applicable)
 - a) Progressive payment - (as per Contract Date)
 - b) Final Payment

As detailed in the attached schedule(s) which form an integral part of this application.

2. The application consists of this page, a summary of claim statement and the following signed schedule.
 1. _____
 2. _____
 3. _____

(Please enlarge listing, if necessary)

The following documents are also enclosed.

1. _____
2. _____
3. _____

(Please enlarge listing, if necessary)

Signature of Contractor/**Authorized
Signatory**

**Self Declaration
(On Bidder's Letter head)**

I have under gone through all the contents of Tender forms (Volume I & IV) and agree with all the terms and conditions mentioned thereof.

Signature

Name & designation

Date:

Name of Co.

Place:

Address

SECTION 7

PRICE VARIATION

(Price Variation clause is not applicable to this partial turnkey contract)

TENDER NO: PAHSUS/Engineering Section/2020-21/

SECTION 8

CRITERIA FOR APPROVAL OF VENDORS

TENDER NO: **PAHSUS/Engineering Section/2020-21/**

SECTION 8

CRITERIA FOR APPROVAL OF VENDORS

Criteria for acceptance of Vendors proposed by the Bidders for major equipments.

- 1.0 The vendor should be a manufacturer of the item and, should have adequate manufacturing capacity to cover the quantity required by the bidder and orders in his hand.
- 2.0 Annual Turn over of the vendors during any one of the last three years shall satisfy the minimum criteria fixed as below for supply of different types of material.

Sr. No.	Item proposed to be supplied by vendor	Minimum Annual Turn Over (Rs. Crores)
1	Power Transformer	25
2	Distribution Transformer	5
3	33 kV /22 /11kV,Vaccum Circuit Breaker	50
4	HT XLPE power cable	40
5	Capacitors for station type and pole mounted type HT capacitor banks	5
6	LT XLPE cables	20

- 3.0 The material supplied by the vendor should be as per the specification provided by the MSEDCL And Solapur University
- 4.0 The vendor should not have been black listed by MSEDCL And Solapur University and should not have been involved in any civil or criminal proceedings.
- 5.0 The bidder shall submit a copy of the latest audited annual report obtained from the Vendor.
- 6.0 The other items for which specific turn over requirement has not been stipulated above, shall be procured from vendors to be approved by the Employer's Representative after examination of documents to be submitted by the Contractor to establish the vendors' financial and manufacturing capabilities in addition to the criteria stipulated at para nos.1, 3 & 4 above.
- 7.0 Following equipments required in addition to the capacitors for configuring the capacitor banks shall be procured only from the vendors approved by the Employer.
 - i) Vaccum circuit breaker,
 - ii) Current Transformer,
 - iii) NCT,
 - iv) Switchgears

Section 2

Part-II

General Conditions of Contract



For

**E- Tender for Supplying , erection, commissioning & testing
for commercial connection in r / o The Registrar Punyashlok
Ahilyadevi Holkar Solapur University Solapur Survey No.356
Hiraj Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme
under Solapur Rural Division of Solapur Circle,MSEDCL**

**BID No: PAHSUS/ENGINEERING SECTION/2020-21/SE/SURC/T-23
/2019-20**

Section 2

General Conditions of Contract

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

1 THE CONTRACT

1.1 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

1.1.1 Documents

- 1.1.1.1 "**Contract**" means the agreement if any to be entered into by the owner with the contractor and shall include these Conditions of Contract (Parts I and II), the Employer's Requirements, the Tender, the Contractor's Proposal, the Schedules, the Letter of Award and such further documents as may be expressly incorporated in the Letter of Award or Contract Agreement (if completed) and any further conditions which may be specifically agreed to between the parties as forming the part of contract.
- 1.1.1.2 **Partial Labor Contract:** implies that major materials and equipments are supplied by the Employer and the entire balance materials required for the completion of the works is supplied by the bidder. The erection testing and commissioning of the entire materials, including that provided by the employer as well as bidder, is carried out by the bidder
- 1.1.1.3 "**Employer's Requirements**" means the description of the scope, standards, design criteria (if any) and program of work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract. The Conditions of Contract, Technical Specifications, Drawings, Appendix to Tender and all other information contained in the bidding documents form an integral part of the Employer's Requirements.
- 1.1.1.4 "**Tender**" means the Contractor's priced offer to the Employer for the Works, as accepted by the Letter of Award. The word '**tender**' is synonymous with '**bid**'.
- 1.1.1.5 "**Appendix to Tender**" means the completed appendix comprised in the Tender. The words '**Appendix to Tender**' are synonymous with the words '**Appendix to Bid**', '**Appendix to Technical Proposal**', and '**Appendix to Price Proposal**'.
- 1.1.1.6 "**Contractor's Proposal**" means the completed Sections, Schedules, and supporting documentation submitted with the Tender, as included in the Contract.
- 1.1.1.7 "**Schedules**" means the information and data submitted with the Tender, as included in the Contract.
- 1.1.1.8 "**Schedule of Payments**" means the Schedule designated as such (if any), referred to in Sub-Clause 13.3.
- 1.1.1.9 "**Letter of award**" means the formal acceptance by the Employer of the Tender. The term "**Letter of award**" is synonymous with the term "**Notice of Award**".
- 1.1.1.10 "**Contract Agreement**" means the contract agreement (if any) referred to in Sub-Clause 1.5.

"**Activity Schedule**" is the schedule of activities which define the Scope of the **E- Tender for Supplying, erection, commissioning & testing for commercial connection in r / o The Registrar Punyashlok Ahilyadevi Holkar Solapur University Solapur Survey No.356 Hiraj**

Road Kondi Tq.N.Solapur under 1.3 % DDF Scheme under Solapur Rural Division of Solapur Circle, period & five years for major items as defined in these bidding documents (hereinafter referred to as "the **Works**"), and as described in the Bidding Data in various Solapur Rural Divisions of Solapur Circle under "**Turnkey**" under 1.3 % DDF SCHEME".

It includes a lump sum or unit rate price, as appropriate, for each activity which will be used for valuations and for assessing the effects of Variations and Compensation Events. The terms "**Schedule of Prices**" and "**Bill of Quantities**" are synonymous with the term "**Activity Schedule**".

1.1.2 Persons

- 1.1.2.1 "**Employer**" means the person named as specified in clause 1.1 of section 1, and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- 1.1.2.2 "~~PAHSUSMSEDCL~~" means ~~Maharashtra State Electricity Distribution Company Limited~~Punyashlok Ahilyadevi Holkar Solapur University Solapur, Kegaon Solapur- Pune National Highway, Solapur; a company incorporated under the Company's Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board having its registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- 1.1.2.3 "**Contractor**" means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- 1.1.2.4 "**Employer's Representative**" means the person appointed by the Employer to act as Employer's Representative for the purposes of the Contract and named as specified, or other person appointed from time to time by the Employer and notified as such to the Contractor.
- 1.1.2.5 "**Contractor's Representative**" means the person (if any) named as such in the Contract or other person appointed from time to time by the Contractor under Sub-Clause 4.3.
- 1.1.2.6 "**Arbitrator**" means a person agreed by the parties to act as Arbitrator or a person appointed by the Employer to settle any dispute or differences between the Employer and the Contractor and named as such is specified Tender and shall include "Principal Arbitrator".
- 1.1.2.7 "**Financing Agency**" means the financial institution that **will** provide or has provided loan financing to the Employer which is to be applied towards the cost of executing the Contract.

1.1.3 Dates, Times and Periods

- 1.1.3.1 "**Effective Date**" means the date on which the Contract enters into legal force and effect. That will be the date of signing of the contract agreement.
- 1.1.3.2 "**Commencement Date**" Date of issue of LOA shall be considered as the commencement date of contract.
- 1.1.3.4 "**Time for Completion**" means the time for completing the Works and commissioning of complete Section, and passing the Tests on Completion, as stated in the **Appendix to Tender** (or as extended under Sub-Clause 8.3), calculated from the Commencement Date.

- 1.1.3.5 **"Guarantee Period"** means the time as stated in the **Appendix to Tender** for guaranteeing the Plant, Equipment, and Materials against defects in materials supplied by the contractor, workmanship and manufacturing defects, calculated from the date upon which the entire Works (completion and commissioning of all the useful Sections in all respect) have been completed as certified by the Employer's Representative under Clause 10. The term **"Defects Liability Period"** is synonymous with the term **"Guarantee Period"**.
- 1.1.3.6 **"Contract Period"** means the period from the Commencement Date to the date of completion of the guarantee period.
- 1.1.3.7 **"day"** means a calendar day, **"month"** means a calendar month, and **"year"** means 365 days, as per the English Calendar.
- 1.1.3.8 **"Milestone"** means the time as specified for completing and commissioning of complete Sections or for completing a designated percentage of the total value of the Works, calculated from the Commencement Date. The Milestones shall be developed by the Contractor, in consultation with the Employer and Employer's Representative in accordance with the procedure set out in Sub-Clause 4.14, so as to form an "interim target date" by which the Contractor will be required to complete that Section's Works so as to maintain pro-rata progress throughout the duration of the Time for Completion.
- 1.1.3.9 **"Defect Notice Period"** means the period after observation of the Defect within which the Employer should notify the Contractor about the Defect. Notification of the Defect will normally be made immediately after its observation.
- 1.1.3.10 **"Defect Correction Period"** means the period for correction of the Defect by the Contractor, beginning from receipt of the Notice of Defect from the Employer by the Contractor and extending up to 14 days thereafter.

1.1.4 Tests and Completion

- 1.1.4.1 **"Tests on Completion"** means the tests specified in the Contract and designated as such, and any other such tests as may be agreed by the Employer's Representative and the Contractor or instructed as a Variation, which are to be carried out before the Works are taken over by the Employer.
- 1.1.4.2 **"Pre-commissioning"** means the testing, checking and other requirements specified in the Contract that are to be carried out by the Contractor in preparation for Commissioning, as provided in Clause 9 hereof. The term **"Pre-commissioning"** is synonymous with the term **"Test Charging"**, as commonly used in the Industry.
- 1.1.4.3 **"Tests after Completion"** means the tests specified in the Contract and designated as such, which are to be carried out after the Works are taken over by the Employer, as specified in Clause 11 hereof.
- 1.1.4.4 **"Commissioning"** means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in Sub-Clause 11.1.2 hereof, for the purpose of carrying out Guarantee Test(s). The term **"Commissioning"** is synonymous with the term **"Permanent Energization"**, as commonly used in the Industry.
- 1.1.4.5 **"Guarantee Test(s)"** means the test(s) specified in the Contract to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Contract in accordance with the provisions of Sub-Clause 11.1.2 hereof.

- 1.1.4.6 **"Operational Acceptance"** means the acceptance by the Employer of the Sections, which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Section in accordance with the provisions of Clause 11.1.2 hereof.
- 1.1.4.7 **"Taking-Over Certificate"** means a certificate issued by the Engineer when the Works, have been completed in accordance with the Contract, in accordance with the provisions of Clause 10.
- 1.1.4.8 **"Performance Certificate"** means the certificate issued by the Employer's Representative after satisfactory completion of the Works and expiry of defect liability period, including Guarantee Tests, and Commissioning, and satisfactory correction of all defects in accordance with the provisions of Sub-Clause 12.9.
- 1.1.4.9 **"Final Contract Completion Certificate"** means the certificate issued by the Employer's Representative upon satisfactory completion of the Guarantee responsibilities under Sub-Clause 12.11.

1.1.5 Money and Payments

- 1.1.5.1 **"Contract Price"** means the sum stated in the Letter of Award as payable to the Contractor for the design, execution, testing, commissioning and completion of the Works and the remedying of any defects in accordance with the provisions of the Contract, including guarantee of the Works and plant during the defects liability period.
- 1.1.5.2 **"Local Currency"** means the currency of the Employer's Country, i.e., Indian Rupees.
- 1.1.5.3 **"Foreign Currency"** is not applicable for this Contract.
- 1.1.5.4 **"Retention Money"** means (if applicable) the accumulated retention monies retained by the Employer under Sub- Clause 12.8.
- 1.1.5.5 **"Provisional Sum"** means a sum (if any) specified in the Contract and designated as such, for the execution of any part of the Works or for the supply of Plant, Materials or services.
- 1.1.5.6 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.5.7 **"Interim Payment Certificate"** means any payment certificate issued by the Employer's Representative under Clause 12, other than the Final Payment Certificate.
- 1.1.5.8 **"Final Payment Certificate"** means the payment certificate issued by the Employer's Representative under Sub-Clause 12.11.
- 1.1.5.9 **"Final Statement"** means the agreed statement defined in Sub-Clause 12.11.

1.1.6 Other Definitions

- 1.1.6.1 **"Construction Documents"** means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
- 1.1.6.2 **"Specifications"** mean and include collectively all the terms and stipulations contained in the bid document including the Conditions of Contract, technical provisions and annexure thereto, addenda and lists of corrections, amendments and clarifications, as well as any variations issued by the Employer's Representative during the course of the Contract.
- 1.1.6.3 **"Variation"** means any alteration and/or modification to the Contract which is instructed by the Employer's Representative or approved as a variation by the Employer's Representative, in accordance with Clause 13.

- 1.1.6.4 "**Works**" means design, supply, transportation, construction, erection, testing, pre-commissioning of the constructed facilities and remedying of any defects, but excluding guarantee of the facilities after completion of the Works (as defined in Sub-Para 1.1.6.12).
- 1.1.6.5 "**Defect**" means any part of the Works not completed in accordance with the Specifications and terms and conditions of Contract, including any Works or part thereof which becomes faulty during the Guarantee (Defects Liability) Period.
- 1.1.6.6 "**Facilities**" means the Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.1.6.7 "**Plant**" and/ or "**Equipment**" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and intended to form or forming part of the Permanent Works, including the supply-only items (if any) which are to be supplied by the Contractor as specified in the Contract, but does not include Contractor's equipment.
- 1.1.6.8 "**Materials**" means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any) which are to be supplied by the Contractor and the employer as specified in the Contract.
- 1.1.6.9 "**Guarantee**" means the supply of all things necessary so as to remedy any defects in workmanship, materials, equipment supplied by the contractor and guarantee proper operation of the constructed facilities for the period of time as specified in the **Appendix to Tender** after completion of the Works, all in accordance with the conditions of the Contract.
- 1.1.6.10 "**Contractor's Equipment**" means all machinery, apparatus and other things (other than Temporary Works) required for the execution, completion and guarantee of the Works and the remedying of any defects, but does not include Equipment, Materials, or other things intended to form or forming part of the Permanent Works.
- 1.1.6.11 "**Useful Section**" means a part of the Works which is defined in the **Appendix to Tender** as a Section (if any).
- 1.1.6.12 "**Site**" means the places provided by the Employer where the Works are to be executed and to which Materials are to be delivered and any other places as may be designated in the Contract as forming part of the Site.

1.2 Headings and Marginal Notes

The headings and marginal notes are not part of these Conditions, and shall not be taken into consideration in their interpretation.

1.3 Interpretation

- i. Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- ii. Words importing the singular also include the plural and vice versa where the context requires.
- iii. Words importing one gender also include other genders.

1.4 Law

The law of the Contract is the law of India.

Where versions of the Contract are prepared in different languages, the English language version shall prevail.

1.5 Contract Agreement

A Contract Agreement in the form annexed, with such modifications as may be necessary to record the agreement reached, shall be executed within the time period specified in the **Appendix to Tender**. The costs of stamp duties and similar charges imposed by the law shall be borne by the Contractor.

1.6 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- (a) The Contract Agreement;
- (b) The Letter of award;
- (c) The Bid (accepted Price Proposal);
- (d) The Conditions of Contract, ;
- (e) The Employer's Requirements (including Specifications and Drawings); and
- (f) The Contractor's Proposal (Technical Proposal, including completed Schedules).

1.7 Documents on Site

The Contractor shall keep on the Site one complete set of the documents forming the Contract, the Construction Documents, Variations, other communications given or issued under Sub-Clause 1.8 and the documents mentioned in Sub-Clause 5.4. The Employer, the Employer's Representative and assistants (as referred to in Clause 3) shall have the right to use such documents at all reasonable times.

1.8 Communications

- a. Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.
- b. All certificates, notices or written orders to be given to the Contractor by the Employer or the Employer's Representative, and all notices to be given to the Employer or to the Employer's Representative by the Contractor, shall either be delivered by hand against written acknowledgement of receipt, or be sent by airmail or one of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be as stated in the **Appendix to Tender**.
- c. Project review coordination meetings between the Employer, Employer's Representative and Contractor shall be conducted on a monthly basis or as and when required by the Employer, at locations decided by the Employer, to review the Contractor's progress and plans for completing the remaining Works, to deal with matters affecting the progress of the Works, and to decide on responsibility for actions required to be taken. The Employer / Employer's Representative shall prepare the Minutes of Meeting and provide copies for the records of all attendees. Decisions taken and instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications issued in accordance with the three preceding paragraphs.

1.9 Employer's Use of Contractor's Documents

Copyright in the Construction Documents and other design documents made by or on behalf of the Contractor shall (as between the parties) remain the property of the Contractor. The Employer may, at his cost, copy, use and communicate any such

documents (including making and using modifications) for the purposes of completing, operating, maintaining, altering, adjusting and repairing the Works. They shall not, without the Contractor's consent, be used, copied or communicated to a third party by the Employer or the Employer's Representative for other purposes.

1.10 Compliance with Statutes, Regulations and Laws

The Contractor shall, in all matters arising in the performance of the Contract, comply with, give all notices under, and pay all fees required by the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Works. The Contractor shall obtain all permits, licenses or approvals required for implementing, testing and commissioning any part of the Works in reasonable time taking account of the times for delivery of the Materials and for completion of the Works, and the costs of any such permits, licenses or approvals shall be included in the Contract Price for the relevant Activity. The Employer and the Contractor shall comply with the laws of India and the State of Maharashtra.

1.11 Confidentiality

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Contractor shall not publish any information, drawings or photographs concerning the Works, or permit to be published, or otherwise disclose any particulars of the Contract in any trade or technical paper or elsewhere without the prior consent in writing of the Employer, and subject to any terms and conditions that he may prescribe.

1.12 Inspections and Audit by the Financing Agency and/or Employer

The Contractor shall permit the Financing Agency and/or Employer to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by the Financing Agency and/or Employer, if so required by the Financing Agency and/or Employer.

2 THE EMPLOYER

2.1 General Obligations

The Employer shall provide the Site, and shall pay the Contractor in accordance with Clause 12.

2.2 Access to and Possession of the Site

The Employer shall grant the Contractor right of access to, and possession of, the Site within the time stated in the **Appendix to Tender**. Such right and possession may not be exclusive to the Contractor.

If the Contractor suffers delay and/or incurs Cost from failure on the part of the Employer to grant right of access to or possession of the Site, the Contractor shall give notice to the Employer's Representative. After receipt of such notice the Employer's Representative shall proceed in accordance with Clause 3 to agree or determine:

(a) any extension of time to which the Contractor is entitled under Sub-Clause 8.3,

2.3 Permits, Licenses or Approvals

The Employer will, at the request and cost of the Contractor, assist him in applying for permits, licenses or approvals, which are required for any part of the Works, for delivery (including clearance through customs) of Plant, Materials and Contractor's Equipment, and for the completion of the Works. Such requests may also include

requests for the Employer's assistance in applying for any necessary government consent to the export of Contractor's Equipment when it is removed from the Site.

2.4 Employer's Entitlement to Terminate

The Employer shall be entitled to terminate the Contract, at the Employer's convenience, at any time after giving 30 days' prior notice to the Contractor, with a copy to the Employer's Representative, and forfeit the performance Security Deposit in lieu of Contract subject to the conditions specified in clause 18. In the event of such termination, the Contractor shall be paid by the Employer in accordance with Sub-Clause 18.6.

After such termination for the Employer's convenience, execution of the Works shall be carried out by the employer or from other contractors at the risk and cost of contractor.

3 THE EMPLOYER'S REPRESENTATIVE

For the purpose of this contract the Employers Representative will be Executive Engineer, MSEDCL, Solapur R Division.

4. THE CONTRACTOR

4.1 General Obligations

- a. The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the Works.
- b. The Contractor shall design, execute and complete the Works, including providing Construction Documents, within the Time for Completion, and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labor, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of defects.
- c. All Works shall be carried out in strict conformity with the provisions under the IE Rules 1956, Electricity Rules 2005 and drawings approved by the MSEDCL, using Standard Method of Construction. The Contractors shall comply with all electrical safety regulations and no work shall be carried out on any live equipment on the Site. The Contractor shall provide adequate safety devices, as per the applicable codes, standards and practices, for handling and installing the Equipment and testing the facilities, and shall employ an adequate number of qualified, full-time electricians during both the Contract Period along with conditions specified in clause 5.3 or 6.3 of Section – I as applicable and the Guarantee Period as necessary to ensure satisfactory installation of the Equipment and guarantee of the facilities.
- d. The Contractor is required to check the design criteria and calculations (if any) included in the bidding document, to confirm their correctness in its bid and to assume full responsibility for them. Before commencing design, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-

Clause 4.8. The Contractor shall give notice to the Employer's Representative of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Employer's Representative shall determine whether Clause 14 shall be applied, and shall and notify the Contractor accordingly.

- e. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works, irrespective of any approval or consent by the Employer's Representative.

4.2 Performance Guarantee in Lieu of Security Deposit

- a. Within 14 calendar days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer the performance Security in the form of an unconditional and irrevocable Bank Guarantee for an amount equal to **5% (five percent) of the contract price** denominated solely in Indian Rupees payable and claimed at Solapur issued either by a Nationalized or Scheduled Bank located in Maharashtra and acceptable to the Employer.
- b. Without limitation to the provisions of the preceding paragraph, whenever the Employer's Representative determines an addition to the Contract Price as a result of a change in scope and/or legislation or as a result of a variation amounting to more than ten percent (10%) of the portion of the Contract Price, the Contractor, at the written request of the Employer's Representative, shall promptly increase the value of the security deposit by an equal percentage.
- c. The security deposit shall be valid until the Contractor has completed the whole of the Works, remedied any defects, and completed his obligations for commissioning of the constructed facilities and for satisfactorily rectifying any defects in workmanship, materials and equipment in the facilities during the Guarantee Period.
- d. The Guarantee shall be in the form of unconditional and irrevocable bank guarantee payable and claimed at Solapur issued either by a Nationalized or Scheduled Bank equal to the 5 % of equipments along with contract value.
- e. The performance guarantee shall be valid for the full value and for the full period of contract including 120 days for a claim period after the end of guarantee period and shall be extendable for the further period if so required.
- f. The Performance Bank Guarantee will be generally released to the Contractor within 30 days after completion of all works, successful commissioning of all section/facilities, end of Guarantee period (defect liability period) or the issue of the Final Contract Completion Certificate whichever is later.
- g. Prior to making a claim under the security deposit, the Employer shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made.

4.3 Forfeiture of performance Bank Guarantee

The performance Bank Guarantee submitted in lieu of security deposit specified in the clause 4.2 will be liable to be forfeited if

- a) The contractor fails to initiate the works after award of contract or
- b) The progress of works were perpetually lagging behind the intended progress of works as per agreed milestone or
- c) The contract is terminated due to the reasons attributed to the contractor or

- d) The quality of material is not as per standard or if the works is not carried out as per standard method of construction, or not observing the rules and regulations as specified or
- e) Any other reasons thereof

The performance bank Guarantee shall not be forfeited unless the opportunity of being heard has been reasonably given to the party and no sign of improvement has been observed.

4.4 Contractor's Representative

Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of the Effective Date, submit to the Employer's Representative for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's representative without the prior consent of the Employer's Representative.

The Contractor's Representative shall give his whole time to directing the preparation of the Construction Documents and the execution of the Works. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, and the Employer's Representative shall be notified accordingly.

4.4 A Programme

a) The Contractor shall submit his proposed construction program to the Employer's Representative for approval within the time stated in the Appendix to Tender. The program shall include the following:

I. the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning);

II. all major events and activities in the production of Construction Documents;

III. the scheduled date for completion of all Milestones, as approved by the Employer's Representative;

IV. the periods for the pre-construction reviews under Sub-Clause 5.2 and for any other submissions, approvals and consents specified in the Contract Documents; and

V. The sequence of all tests specified in the Contract.

b) The Contractor shall provide, in writing, a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to the program, or to such arrangements and methods, shall be made without informing the Employer's Representative. If the progress of the Works does not conform to the program, the Employer's Representative may instruct the Contractor to revise the program, showing the modifications necessary to achieve completion within the Time for Completion.

c) The above notwithstanding, the Contractor will be fully responsible to ensure that the Works are carried out in a timely manner so as to complete the whole of the Works within the agreed Time for Completion and to complete the individual Sections in broad conformity with the indicative Milestone Schedule as set out in the Appendix to Tender. As a general rule, the Contractor shall develop his detailed Construction Program in

consultation with the Employer and Employer's Representative so as to clearly describe the Milestones that are to be achieved during each month of the construction period, based on the following principles: i. the Works shall be scheduled on a mutually agreed basis so that they proceed at a steady pace commensurate with the overall scale and objectives of the Contract, with due consideration to the priorities established by the Employer's Representative so that early benefits can be realized from completed Section; ii. Works should be taken up in an integrated manner so that each Section is completed in its entirety, ready for Commissioning, as the work proceeds; and iii. All Works shall be completed in their entirety within the Time for Completion, including testing, rectification of defects, pre-commissioning and hand-over to the Employer. The final Construction Program shall clearly set out the completion dates, approved by the Employer, for each Milestone that is to be achieved during each month within the designated Time for Completion and for the Works as-a-whole. Such Construction Program shall be developed on a normally available commercial project management software (such as Primavera, MS Project or equivalent) showing detailed micro-level activities together with bar charts, CPM diagrams, critical paths, daily schedules, etc., essential for systematic and professional management of all construction works. The Employer's Representative shall scrutinize, modify if required and approve such proposed Construction Program, in consultation with the Contractor, within 14 days of submission by the Contractor. If the Employer does not give its approval or objection within the stated period, the Construction Program shall be deemed to be accepted. Nevertheless, any approval by the Employer, or failure to object to the proposed Construction Program, will not relieve the Contractor of any of its obligations or responsibility under the contract. The Employer reserves the right to request a change in the priority schedule for the activities as given by the Contractor based on mutual agreement. In the event that the Contractor's actual progress falls behind the planned progress for reasons that are not outside the control of the Contractor, then the Contractor will be required to accelerate his progress to the extent required to ensure completion within the Time for Completion, for which noddional payment will be made

4.5 Co-ordination of the Works

The Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination of other contractors to the extent specified in the Employer's Requirements, as well as coordinating and liaising with the relevant governmental offices, including the Electrical Inspector Office, Forest Office, Municipal Offices, Grampanchayat, Railways Offices, Public Works Department and any other Department, consumer or group of consumers, etc, as may be needed for timely completion of the Works.

The Contractor shall afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen,
- (b) the workmen of the Employer, and
- (c) the workmen of any legally constituted public authorities who may be employed in the execution on or near the Site of any work not included in the Contract, which the Employer may require.

4.6 Quality Assurance

- a) The Contractor shall institute a Quality Assurance and Quality Control (QA/QC) system in accordance with accepted industry standards and practices, as well as

the requirements described in the Contract Documents, to demonstrate compliance with the requirements of the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities.

- b) The Contractor shall submit, within 14 days of signing of Agreement, the proposed Quality Assurance and Quality Control (QA/QC) Program for approval by the Employer's Representative.

4.7 Site Data

- a) The Employer shall have made available to the Contractor as per requirement of the employer, all available data on conditions at the Site, and studies on environmental impact, which have been obtained by or on behalf of the Employer from investigations for the Works. The Contractor shall be responsible for interpreting all data.
- b) The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have satisfied himself (so far as is practicable, taking account of cost and time) before submitting the Tender, as to:
 - i. the form and nature of the Site, including land use and sub-surface conditions,
 - ii. the extent and nature of the work and Materials necessary for the execution and completion of the Works, and the remedying of any defects, and
 - iii. the means of access to the Site and the accommodation he may require.
- c) The Employer does not warrant either the sufficiency or accuracy of data provided in this document or elsewhere. The Contractor shall be wholly responsible for interpreting all data, including any data listed elsewhere in the Contract as open for inspection at the office of the Employer, and for undertaking any necessary confirmatory or additional surveys that he deems necessary before submitting the Tender.
- d) The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract documents, he shall, within one month of the issue of letter of Award or before signing of the contract agreement as the case may be, set forth the particulars thereof, and submit them to the employer in writing for clarification thereof. The employer shall provide such clarification as may be necessary, in writing to the contractor. Any information otherwise obtained from the Employer shall not in any way relieve the contractor of his responsibility to fulfill his obligation under the contract.

4.8 Matters Affecting the Execution of the Works

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.

4.9 Unforeseeable Sub-Surface Conditions

If sub-surface conditions are encountered by the Contractor which in his opinion was not foreseeable by an experienced contractor, the Contractor shall give notice to the Employer's Representative so that the Employer's Representative can inspect such conditions. After receipt of such notice and after his inspection and investigation, the

Employer's Representative shall, if such conditions were not (by the Base Date) foreseeable by an experienced contractor, proceed in accordance with Clause 3 to agree or determine:

(a) any extension of time to which the Contractor is entitled under Sub-Clause 8.3,

4.10 Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions which he may consider necessary for the guidance of his staff, labor and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions.

The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

4.11 Rights of Way and Facilities

The Contractor shall bear all costs and charges for special or temporary rights-of-way required by him for access to the Site and shall make his own arrangements for construction of the field offices, workshops, stores, assembling yards, testing laboratories, etc. The Contractor shall also provide, at his own cost, any additional facilities outside the Site required by him for the purposes of the Works.

4.12 Progress Reports

Monthly progress reports shall be prepared by the Contractor in an approved format and submitted to the Employer's Representative. The first report shall cover the period up to the end of the calendar month after that in which the Commencement Date occurred; reports shall be submitted monthly thereafter, each within 3 days of the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- a. detailed descriptions of progress, including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning;
- b. records of personnel and Contractor's Equipment on Site;
- c. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations;
- d. Comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects; and
- e. Early warning of any specific likely events or circumstances which may adversely affect the implementation schedule, with details of proposals to mitigate the effects of such events.

4.13 Contractor's Equipment

Unless otherwise stated in the Contract Documents, the Contractor shall provide all Contractor's Equipment necessary to complete the Works, including testing and commissioning, and to maintain, inspect and repair as necessary the constructed facilities during the Guarantee Period.

All Contractor's Equipment shall, when brought on to the site, be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any such Contractor's Equipment without the prior written consent of the Employer's Representative.

The Contractor shall submit, within 14 days of signing the Agreement, the proposed Deployment Program of all necessary Equipment, Machinery to be used for construction (such as cranes, excavators, concrete batching plants, generators, welding sets, shuttering sets, compactors, etc.) for approval by the Employer's Representative.

4.14 Safety Precautions

The Contractor shall comply with all applicable safety regulations in his design, access arrangements and operations on Site as per the provisions under the IE Rules 1956, Electricity Rules 2005, Safety instruction notified by the electrical Inspector, Electrical Inspection Departments Govt. of Maharashtra and "best practices" established within the industry. Unless otherwise stated in Part II, the Contractor shall, from the commencement of work on Site until taking-over by the Employer, provide:

- (a) fencing, lighting, guarding and watching of the Works; and
- (b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of owners and occupiers of adjacent land, the public and others, and
- (c) Adequate safety devices, as per the applicable codes, standards and practices, for handling and installing the Equipment and testing the facilities.

4.15 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values prescribed by law.

4.16 Electricity, Water and Gas

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site upon payment of standard rates for such services. The quantities consumed shall be determined by the Employer's Representative, who shall include the amounts due as deductions in Interim and Final Payment Certificates. The Contractor shall, at his risk and cost, provide any apparatus necessary for such determination and for his use of these services.

4.17 Employer Supplied Machinery and Materials

No Machinery and material shall be supplied by the Employer.

4.18 Clearance of Site

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which such Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave such part of the Site and the Works in a clean and safe condition to the satisfaction of the Employer's Representative. Except that, the Contractor shall be entitled to retain on Site, until the expiry of the Contract Period,

such Contractor's Equipment, Materials and Temporary Works as required by him for the purpose of fulfilling his obligations under the Contract.

If the Contractor fails to remove, by 28 days after the issue of the Performance Certificate, any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works, the Employer may sell or otherwise dispose of such items. The Employer shall be entitled to retain, from the proceeds of such sale, a sum sufficient to meet the costs incurred in connection with the sale or disposal, and in restoring the Site. Any balance of the proceeds shall be paid to the Contractor. If the proceeds of the sale are insufficient to meet the Employer's costs, the outstanding balance shall be recoverable from the Contractor by the Employer.

4.19 Security of the Site

Unless otherwise stated in Part II;

- (a) the Contractor shall be responsible for keeping unauthorized persons off the Site, and
- (b) Authorized persons shall be limited to the employees of the Contractor, persons authorized by the Employer or the Employer's Representative.

The Contractor shall have total responsibility for the safety and security of all Plant, Equipment and Materials (including supplied by Employer) delivered to the Site, including goods which are stored, loose, semi-assembled and/ or erected, from the time of delivery to the Site until the date of taking over by the Employer, as certified by the Taking-Over Certificate issued by the Employer's Representative. The Contractor shall make suitable security arrangements to ensure the protection of all Plant, Equipment and Materials from theft, fire, pilferage and any other damages or loss. All Plant, Equipment and Materials provided by the Contractor shall enter and leave the Site only with the written authorization of the Employer's Representative in the prescribed manner.

4.20 Emergency Work

If, by reason of emergency arising in connection with and during execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work. If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may reasonably determine is necessary in order to prevent damage to the Facilities. In such event, the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

5 DESIGN

5.1 Construction Documents

The Contractor shall prepare Construction Documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works, and to describe the operation of the completed

Works. The Employer's Representative shall have the right to review and inspect the preparation of Construction Documents, wherever they are being prepared.

The Contractor shall submit, within 14 days of signing the Agreement, the proposed "Submission and Anticipated Approval Program" of all necessary Construction Documents for approval by the Employer's Representative. Such Program shall be developed in order to ensure availability of all construction documents on site in a timely manner essential for systematic and professional management of all construction works.

5.2 Contractor's Undertaking

The Contractor undertakes that, if legally and physically possible, the design, the Construction Documents, the execution and the completed Works will be in accordance with the following, in order of priority:

- (a) the law in India, and
- (b) the documents forming the Contract, as altered or modified by Variations.

5.3 Technical Standards and Regulations

The design, the Construction Documents, the execution and the completed Works shall comply with India's national specifications, technical standards, building, construction and environmental regulations, regulations applicable to the product being produced from the Works, and the standards specified in the Employer's Requirements/ Specifications, applicable to the Contractor's Proposal and Schedules, or defined by law.

5.4 Error by Contractor

If errors are found in the Construction Documents, they and the Works shall be corrected at the Contractor's cost.

6 STAFF AND LABOR

6.1 Engagement of Staff and Labor

The Contractor shall make his own arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

6.2 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, not less than those prescribed in the Minimum Wages Act and not less favorable than those established for the trade or industry where the work is carried out. If no such established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions not less favorable than the general level of wages and conditions observed by employers whose trade or industry is similar to that of the Contractor.

6.3 Persons in the Service of Others

The Contractor shall not recruit, or attempt to recruit, his staff and labor from amongst persons in the service of the Employer or the Employer's Representative.

6.4 Labor Laws

The Contractor shall comply with all the relevant labor laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all applicable laws and regulations concerning safety at work. Contractor shall deposit the labor cess as per Building and Other Construction workers, Welfare Cess Act 1996 to State Government otherwise same shall be deducted from RA bill and shall be deposited to Government Authority.

6.5 Facilities for Staff and Labor

Unless otherwise stated in Part II, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for his (and his Subcontractor's) staff and labor. The Contractor shall also provide the facilities specified in the Contract Documents, for the Employer's and Employer's Representative's personnel. The Contractor shall not permit any of his employees to maintain any temporary or permanent living quarters within the structures forming part of the Works.

6.6 Health and Safety

Precautions shall be taken by the Contractor to ensure the health and safety of his staff and labor. The Contractor shall provide, all required personal safety gear and materials handling equipment, and ensure that all personnel engaged for the Works are trained in and practice safe working procedures in accordance with industry norms and the law. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer's Representative may reasonably require.

The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents. The Contractor shall send, to the Employer's Representative, details of any accident as soon as possible after its occurrence.

6.7 Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Employer's Representative may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.

The Contractor shall submit, within 14 days of signing the Agreement, the proposed Deployment Program of all key personnel as well as workers for superintendence of construction activities for approval by the Employer's Representative. Such Deployment Program shall be developed showing details of qualifications and experience of key personnel and number of skilled/semi-skilled/un-skilled workers to be deployed on a timeline essential for proper superintendence and systematic and professional management of all construction works.

6.8 Contractor's Personnel

- a) The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations.
- b) The Employer's Representative may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Employer's Representative:
 - (i) persists in any misconduct,
 - (ii) is incompetent or negligent in the performance of his duties,
 - (iii) fails to conform with any provisions of the Contract, or

- (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.9 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labor, and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

6.10 Alcoholic Liquors or Drugs

The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labor.

7 PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution:

Labor contract implies the entire materials required for the completion of the works is supplied by the bidder. The erection testing and commissioning of the entire materials, provided by the bidder, is carried out by the bidder.

All the materials shall be procured and supplied by the bidder.

- 7.1.1 General:** All Materials to be supplied by the contractor shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with recognized good practice.

All Materials provided by the successful bidder shall conform in all respects to the specifications of the tender documents, or better, and shall be subject to the approval of the Employer's Representative. The Contractor shall guarantee that all Equipment and Materials will be new and free from defects in materials and workmanship and suited for its normal operating conditions. It is expected that the Bidder shall quote for supply of equipment of best makes which conform to the highest national and international standards. In its offer, the Bidder should only consider makes from reputed manufacturers of equipment corresponding to the state-of-the-art technology and to the latest international / Indian standards.

- 7.1.2 Approved Vendors:** Materials supplied from within India shall be procured only from Vendors, fulfilling the criteria for approval of vendors as provided in Section 8 of Vol. I Part B. The successful Bidder shall reconfirm that whether the vendor / manufacturer is the approved vendor at the time of placing material procurement order from the employer's representative. Changes in the approved manufacturer / vendor by the successful bidder after award of contract will be permitted subject to the condition that the proposed manufacturer / vendor fulfils the criteria mentioned above.

- 7.1.3 Codes and Standards:** Wherever references are made in the Contract (including the Specifications and Drawings) to codes and standards in accordance with which the Contract shall be executed, the edition of the revised version of such codes and standards current at the date 28 days prior to the date of bid submission shall apply

unless otherwise specified. During execution of the Contract, any changes in such codes and standards shall be applied after approval by the Employer.

7.2 Delivery to Site

The Contractor shall be responsible for procurement, insurance, transport, receiving, unloading and safekeeping of all Plant, Equipment, Materials, Contractor's Equipment and all other things required for the completion of the Works.

7.3 Testing

If the Contract provides for tests, other than the Tests after Completion, for the materials supplied by the contractor, the Contractor shall provide all documents and other information necessary for testing and such assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Contractor shall agree, with the Employer's Representative, the time and place for the testing of any other parts of the Works as specified in the Contract. The Employer's Representative shall give the Contractor not less than 24 hours' notice of his intention to attend the tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract.

The above notwithstanding, neither the execution of a test and/ or inspection of Equipment or any part of the Works and Facilities, or the attendance by the Employer or Employer's Representative for any tests, nor the issue and acceptance of any test certificates and/ or inspection reports shall not in any way relieve the Contractor of any of his responsibilities for quality standards, performance guarantees, and other obligations under the Contract.

7.4 Rejection

If, as a result of inspection, examination or testing, the Employer's Representative decides that any Plant, Materials, design or workmanship is defective or otherwise not in accordance with the Contract, the Employer's Representative may reject such Plant, Materials, design or workmanship and shall notify the Contractor promptly, stating his reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

7.5 Ownership of Materials

Each item of Materials shall become the property of the Employer at whichever is the earlier of the following times:

- (a) when it is delivered to Site and accepted by the Employer's Representative;
- (b) when by virtue of Sub-Clause 8.11, the Contractor becomes entitled to payment of the value of the Materials.

The above notwithstanding, the Contractor shall remain liable for the safety and security of all Plant, Equipment and Materials delivered to the Site from the time of delivery until the date of taking over by the Employer, in accordance with the conditions stated in Sub-Clause 4.23.

7.6 Failure to Remedy Defects or to Complete Part of Works

If the Contractor fails to remedy any defect in the Materials, design or workmanship or if the Contractor fails to complete any Works or part of the Works as deemed necessary by the Employer within a reasonable time after being notified by the Employer's Representative, the Employer or the Employer's Representative may fix a date on or by which to remedy the defect or damage or to execute part of the works to the satisfaction

of the Employer's Representative, and give the Contractor reasonable notice of such date.

If the Contractor fails to remedy the defect or damage or to complete the required Works by such date the Employer may (at his sole discretion):

(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost; the costs properly incurred by the Employer in remedying the defect or damage or in executing part of the works shall be recoverable from the Contractor by the Employer and will be calculated based on the direct cost of any labor, equipment, materials, superintendence and other services provided by the Employer for carrying out such work, as certified by the Employer's Representative, plus an administration fee of 10% (ten percent) of the direct costs to cover overheads and other indirect costs; or

(b) require the Employer's Representative to determine and certify a reasonable reduction in the Contract Price; or

if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use; the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Materials to the Contractor, and the provisions of Clause 15 will apply.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works - Commencement of Works is treated as **DATE OF LOA**

8.2 Time for Completion

8.2.1 Works: Time is of the Essence under the Contract and the Contractor will be required to take all possible measures to ensure that the Works are executed in conformity with the approved Construction Program developed in accordance with the requirements of Sub-Clause 5.1, that the approved Milestones are completed in accordance with the agreed schedule, and that the whole of the Works are completed within the scheduled Time for Completion. Any hindrances which are outside the control of the Contractor and which may cause a delay in completing some components or parts of the Works will not be construed as justification for delaying completion of, or not executing, those components or parts which are not affected by such hindrance. Time extensions, if any, will only be considered for those components or parts of the Works or Sections which have been delayed for reasons outside the control of the Contractor, as defined under Sub-Clause 8.3. In case any hindrance occurs which is outside the control of the Contractor that will cause a delay in completion of any of the key activities which are defined as a Milestone, but will not cause a delay in the Time for Completion of the whole of the Works, then the Employer will only consider a time extension for the affected activity, and not for the whole of the Works.

The whole of the Works and each Section (if any) shall be completed and shall have passed the Tests on Completion, trial run and commissioning within the Time for Completion of the Works as specified in the Appendix to Tender. The Taking-Over Certificate will be issued upon successful completion of the Tests on Completion and commissioning, including rectification of any defects observed during this period, in accordance with the provisions of Sub-Clause 9.1.

8.2.2 Guarantee: The Contractor shall guarantee that the facilities are free from defects in workmanship, materials and manufacturer's defects for the period as specified in the

Appendix to tender after completion of the Works, or Sections where applicable, as certified by the Taking-Over Certificate issued by the Employer's Representative.

8.3 Extension of Time for Completion

The Contractor may apply for an extension of the Time for Completion of the Works, or any part/ Section of the Works, if he is or will be delayed either before or after the Time for Completion by any of the following causes:

- i. A Variation in the scope of the works if executed above 10% or original scope of work including changes made subsequently.
- ii. a force majeure event (as defined in Sub-Clause 19.1),
- iii. a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, unless the Contractor has not complied with such Sub-Clause,
- iv. physical conditions or circumstances on the Site which are exceptionally adverse and were not (by the Base Date) foreseeable by an experienced contractor, or
- v. Any delay, impediment or prevention by the Employer.
 - a) If the Contractor intends to apply for an extension of the Time for Completion, the Contractor shall give notice to the Employer's Representative of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay, together with any other notice required by the Contract and relevant to such cause.
 - b) The Employer's Representative shall proceed in accordance with clause 3 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Employer's Representative shall notify the Contractor accordingly. When determining each extension of time, the Employer's Representative shall review his previous determinations and may revise, but shall not decrease, the total extension of time.

8.4 Delays Caused by Authorities

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in India,
- (b) such authorities delay, impede or prevent the Contractor, and
- (c) the resulting delay to the Works was not (by the Base Date) foreseeable by an experienced contractor,

then such delay will be considered as a cause of delay giving an entitlement to extension of time under Sub-Clause 8.3.

8.5 Rate of Progress

- a) If, at any time, the Contractor's actual progress falls behind the program referred or it becomes apparent that it will so fall behind, the Contractor shall submit to the Employer's Representative a revised program taking into account the prevailing circumstances. The Contractor shall, at the same time, notify the Employer's Representative of the steps being taken to expedite progress, so as to achieve completion within the Time for Completion. Any approval of, or non-objection to, the revised construction program by the Employer's Representative shall not be considered as a cause for extension of the Time for Completion under Sub-Clause 8.3.

- b) In the event that the Contractor fails to achieve the agreed monthly milestones for three consecutive months, then the Employer will be entitled to terminate the contract in accordance with the provisions of Sub-Clause 14.2.
- c) If any steps taken by the Contractor in meeting his obligations under this Sub-Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor. The additional costs will be calculated based on the direct cost of any labor, equipment, materials, superintendence and other services provided by the Employer to assist the Contractor in meeting his obligations, as certified by the Employer's Representative, plus an administration fee of 10% (ten percent) of the direct costs to cover overheads and other indirect costs.

8.6 Liquidated Damages for Delay

- a) If the Contractor fails to comply with Sub-Clause 8.2, the Contractor shall pay to the Employer Liquidated damages for delay to be calculated at a rate of 0.5% (Half percent) of the value of the works (activity wise) delayed excluding PV, QV, VAT, Service Tax and provisional sum (if any) for every week or part of the week which shall elapsed between the stipulated time for completion of the works and date stated in taking over of the certificate of the works.
- b) The Liquidated Damages for the delay applicable to individual activity shall not be attributed to the contractor subject to the condition specified in the clause 18 “ **Force Majeure**” and the mutually agreed genuine causes brought on the records thereof by the contractor.
- c) Further L.D for Works not executed due to the reasons attributed to the contractor, Maximum 10% on value of unexecuted work shall be livid in addition to **RISK AND COST**.

8.7 Interim Penalty:

- a) The Employer has provided an Indicative Milestone Chart in the Appendix to Tender which broadly describes the monthly progress targets that the Vol_I_ Contractor is expected to achieve in order to maintain the pro-rata progress that will be necessary to ensure successful completion of the whole of the Works within the scheduled Time for Completion. The Contractor will be responsible to develop his detailed Construction Program in accordance with the requirements of Sub-Clause 4.4 A, and clearly describe the Milestones that will be achieved each month within the stipulated Time for Completion. The Milestones, as agreed and approved by the Employer's Representative, will form the basis for assessing the Contractor's progress during the Construction Period. The Employer's Representative will undertake comprehensive reviews of the Contractor's progress every month, measured from the Commencement Date, to determine if the Contractor has carried out the work in conformity with the approved Construction Program and agreed Milestones.
- b) If, at any time during implementation of the Contract, before the Intended Completion Date has been reached, the Contractor's progress has fallen behind the scheduled progress and it becomes apparent that the forecast completion date is likely to be later than the Intended Completion Date, then the Contractor shall become liable to pay interim penalties for such default to the Employer at the rates 0.1% per week or

part thereof of contract price excluding PV, QV, VAT, Service Tax and provisional sum (if any) for that section of the works that have not been completed within agreed time.

c) If the values of the interim payments are not sufficient to recover such interim penalties, then the Employer may, at his sole discretion, recover the outstanding amount of such penalties by invoking the Contractor's bank guarantee provided as a security deposit.

d) If the intended completion date is extended after the interim penalties have been paid, or if the Contractor makes good the delay in progress, the Employer shall correct any overpayment of the interim penalties by adjustment in the next interim payment certificate.

e) The Employer may, without prejudice to any other method of recovery, deduct the amount of such penalties from any monies due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub-Clause 8.3, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such penalties shall not relieve the Contractor from his obligation to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

f) At any time after the Employer has become entitled to liquidated damages, the Employer's Representative may give notice to the Contractor under Sub-Clause 15.1, requiring the Contractor to complete the Works within a specified reasonable time for completion. Such action shall not prejudice the Employer's entitlements to payment under this Sub-Clause and to terminate under Sub-Clause 15.2.

g) The Interim penalty thus levied shall be refunded if the works of entire activity is completed within last intended completion month as per Vol_I entire works of contracts is completed within stipulated time i.e. **within 3 Months** frame.

h) The Interim Penalty shall not applicable to the activity for delay in execution after agreed milestone subject to the condition specified in the clause 19 “

Force Majeure”.

i) In case of the Scope of works added or deleted or revised, milestone comprising the alter scope shall be submitted by contractor for approval to

8.1 employer time to time

8.2 Limit for Liquidated Damages for Delay: The limit for liquidated Damages, including interim penalties for delay shall be 10% (ten percent) of the delayed (i.e After Contractual period) and Non executed work excluding VAT, Service Tax and Provisional sum (if any).

8.3 Suspension of Work.

The Employer's Representative may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

8.4 Prolonged Suspension

If suspension under Sub-Clause 8.9 has continued for more than 84 days, and the suspension is not due to a cause attributable to the Contractor, the Contractor may by notice to the Employer's Representative require permission to proceed within 28 days. If permission is not granted within that time, the Contractor may treat the suspension

as an omission under Clause 14 of the affected part of the Works. If such suspension affects the whole of the Works, the Contractor may terminate his employment,

9 EMPLOYER'S TAKING OVER

9.1 Taking-Over Certificate

Except as stated in Sub-Clause 9.1, the Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, and a *Taking-Over Certificate* for the Works has been issued by the Employer's Representative or has deemed to have been issued in accordance with this Sub-Clause. Where the Works are divided into parts or Sections, the Contractor shall be entitled to apply for a *Taking-Over Certificate* for each such part or Section.

The Contractor may apply by notice to the Employer's Representative for a *Taking-Over Certificate* not earlier than 14 days before the Works or Section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Employer's Representative shall, within 28 days after the receipt of the Contractor's application:

- (a) issue the *Taking-Over Certificate* to the Contractor, stating the date on which the Works or Section, were completed in accordance with the Contract (except for minor outstanding work that does not affect the use of the Works or Section for their intended purpose) including passing the Tests on Completion; or
- (b) reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the *Taking-Over Certificate* to be issued: the Contractor shall then complete such work before issuing a further notice under this Sub-Clause.

If the Employer's Representative fails either to issue the *Taking-Over Certificate* or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the *Taking-Over Certificate* shall be deemed to have been issued on the last day of that period.

10 TESTS AFTER COMPLETION

10.1 Employer's Obligations

10.1.1 General: Unless otherwise stated herein, the Contractor shall provide the necessary labor, materials, electricity, fuel and water to enable the Employer to carry out the Tests after Completion in accordance with the manuals provided by the Contractor and such guidance as the Contractor may be required to give during the course of such Tests.

The results of the Tests after Completion shall be compiled and evaluated by the Employer and the Contractor. Any effect on the results of the Tests after Completion which can reasonably be shown to be due to the prior use of the Works by the Employer shall be taken into account in assessing such results.

10.1.2 Tests after Completion: As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any Section thereof are ready for Commissioning, the Contractor shall so notify the Employer in writing. The Employer shall, as soon as reasonably possible within the time limits set forth above, proceed with conducting the Guarantee Tests and energizing the allied Facilities. The Guarantee Test (and repeats thereof) shall be conducted by the Contractor, at his own cost, during Commissioning of the Facilities or the relevant Section thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees

specified in the Contract. The Employer shall promptly provide the Contractor with such information as the Contractor shall reasonably require in relation to the conduct and results of the Guarantee Tests, and the Guarantee Tests shall be witnessed by the Employer's Representative and, if required by the Employer, Third Party Inspectors. Upon successful completion of the Guarantee Tests, rectification of any observed Defects and completion of minor items as described, the Employer shall issue the *Performance Certificate* certifying Operational Acceptance of the relevant Facilities in accordance with Sub-Clause 11.5.

10.2 Retesting

If the Works, or a Section, fail to pass the Tests after Completion, the Employer or the Contractor may require such failed Tests and the Tests after Completion on any related work, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional cost, such cost shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.

10.3 Failure to Pass Tests after Completion

If the following conditions apply, namely:

- (a) the Works, or a Section, fail to pass any or all of the Tests after Completion,
 - (b) the relevant sum payable as liquidated damages for such failure is stated (or its method of calculation is defined) in the Appendix to Tender, and
 - (c) the Contractor pays such relevant sum to the Employer during the Contract Period,
- then the Works or such Section shall be deemed to have passed such Tests after Completion.

If the Works, or a Section, fail to pass a Test after Completion and the Contractor in consequence proposes to make any adjustment or modification thereto, the Employer's Representative may instruct the Contractor that the Employer does not wish such adjustment or modification to be made until a time that is convenient to the Employer. In such event, the Contractor shall remain liable to carry out the adjustment or modification, and to satisfy such Test within a reasonable time of being notified to do so by the Employer's Representative. If, however, the Employer's Representative fails to give any such notice during the Contract Period, the Contractor shall be relieved of any such obligation and the Works or Section (as the case may be) shall be deemed to have passed such Test after Completion.

If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of failure to pass a Test after Completion, or to carry out any adjustments or modifications, then the Contractor shall be paid the additional Cost, plus reasonable profit, caused by such delay.

10.4 Performance Certificate

Upon successful completion of the Contractor's obligations under the Contract, including successfully passing of the required Tests After Completion in accordance with the provisions of Sub-Clause 11.1 and correction of all defects in accordance with Sub-Clause 12.9, the Employer will issue a *Performance Certificate* which certifies that the Works, or a Section which is defined as such in the approved Construction Program, have been successfully completed, commissioned and found suitable for permanent energizing.

11 DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

For the purposes of this Clause, reference to any Works required to be undertaken by the Contractor during the Defects Liability Period shall be deemed to be synonymous with the Works required to be undertaken during the Guarantee Period as stated in the **Appendix to Tender** and as defined in Sub-Clause 11.11. The Contractor shall guarantee that the Plant, Equipment and Materials supplied under the Contract will be free from defects in materials, workmanship and manufacturer's defects. The Contractor shall ensure satisfactory performance during the entire Guarantee Period, and shall repair or replace any Plant or Equipment which is determined to be defective for the reasons and in accordance with the terms set out in Sub-Clause 11.2.

For the purposes of this Sub-Clause, the Contractor's liability shall be limited to the repair or replacement of any defective part in the Plant, Equipment or Materials provided under the Contract arising from faulty design, materials, workmanship and/or manufacturer's defects. All costs for the repair/ replacement of defective parts such as dismantling, re-erection, supply, transportation, etc., shall be to the account of the Contractor.

In order that the Construction Documents and the Works shall be in the condition required by the Contract (fair wear and tear expected) at, or as soon as practicable after, the expiry of the Contract Period, the Contractor shall :

- (a) complete any work which is outstanding on the date stated in a *Taking-Over Certificate*, as soon as practicable after such date, and
- (b) Execute all work of amendment, reconstruction, and remedying defects or damage, as may be instructed by the Employer or the Employer's Representative during the Contract Period.

If any such defect appears or damage occurs, the Employer or the Employer's Representative shall promptly notify the Contractor in writing. Every time a notice of Defect is given, and Defects Correction Period for the notified Defect begins, the Contractor will be required to correct the notified Defect within the time prescribed under Sub-Para 1.1.3.10 (14 days). The Contractor shall promptly correct any Defects that he notices himself.

11.2 Cost of Remedying Defects

All work referred to in Sub-Clause 11.1 (b) shall be executed by the Contractor at his own cost, if the necessity for such work is due to:

- (a) the design of the Works,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) Failure by the Contractor to comply with any of his other obligations.

If such necessity is due to any other cause, the Employer's Representative shall notify the Contractor accordingly and seek agreement to an adjustment to the Contract Price. In this event, Sub-Clause 14.3 shall apply to such work.

11.3 Extension of Contract Period

The Contract Period shall be extended by a period equal to the sum of any periods, after the Works are taken-over, during which the Works or any Section or item of Plant cannot be used, for the purposes for which they are intended, by reason of a defect or damage; except that the Contract Period shall not be extended by more than one year.

11.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, the Employer or the Employer's Representative may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date.

If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 12.2(a), (b), or (c), the Employer may (at his sole discretion):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, the costs properly incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- (b) require the Employer's Representative to determine and certify a reasonable reduction in the Contract Price; or
- (c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use: the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Materials to the Contractor, and Sub-Clause 15.1 shall not apply.

11.5 Removal of Defective Work.

If the defect or damage is such that it cannot be remedied expeditiously on the Site, the Contractor may, with the consent of the Employer's Representative or the Employer, remove from the Site for the purposes of repair any part of the Works which is defective or damaged.

In such event, the Contractor shall provide, at its own cost, any replacement Plant, Equipment or Materials so that the whole of the facilities constructed under the Contract can continue to be operated at its rated capacity without interruption in service.

11.6 Further Tests

If the remedying of any defect or damage is such that it may affect the performance of the Works, the Employer may require that tests on Completion or Tests after Completion, or both, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is remedied. Such Tests shall be carried out in accordance with Clause 9 or Clause 11 (as the case may be).

11.7 Right of Access

Until the *Performance Certificate* has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of Works, except as may be inconsistent with any reasonable security restrictions by the organization responsible for operating the Works.

11.8 Contractor to Search

The Contractor shall, if required by the Employer's Representative, search for the cause of any defect, under the direction of the Employer's Representative. Unless the defect is one for which the Contractor is liable, the Cost of such search, shall be added to the Contract Price.

11.9 Final Contract Completion Certificate

On completion of the guarantee services of the Contractor, as certified by the Employer's Representative, the Contractor ensure that all Facilities constructed under

the Contract are in good operating condition (fair wear and tear excepted), that any necessary repairs to the civil, mechanical or electrical installations have been properly carried out, and that any and all defects or damages arising from the design, workmanship, materials or manufacturer's defects have been remedied, as per Sub-Clause 12.11. Upon successful completion of the Contractor's obligations, the Employer shall issue a *Final Contract Completion Certificate* accordingly.

The Contract shall not be considered to be completed until the *Final Contract Completion Certificate* has been signed by the Employer's Representative and delivered to the Contractor, stating the date on which the Contractor completed his obligations to the Employer's Representative's satisfaction.

The *Final Contract Completion Certificate* shall be given by the Employer's Representative by the date 28 days after the expiry of the Contract Period, or as soon after such date as the Contractor has provided all the Construction documents and completed and tested all the Works, including remedying any defects.

Only the *Final Contract Completion Certificate* shall be deemed to constitute approval of the Works.

11.10 Unfulfilled Obligations

After the *Final Contract Completion Certificate* has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

11.11 Guarantee Services

Following completion of the Works and issue of the *Taking-Over Certificate* in accordance with the provisions of Sub-Clause 10.1, the Contractor will be responsible for providing the Guarantee Services to the materials supplied by the contractors as defined in Sub-Para 1.1.6.9 for the period of time as specified in the **Appendix to Tender** (the Guarantee Period). During this period, the Contractor will be responsible to guarantee the completed Works against any defects in design, materials, workmanship and manufacturer's defects of the facilities under normal operating conditions, and to remedy any defects therein at his own cost so as to ensure that the facilities are kept in good and proper operating condition.

During the Guarantee Period, the Employer, Employer's Representative and Contractor will conduct Quarterly joint inspections of the completed Works to determine if: (i) any defects in the design, materials, workmanship or manufacturer's defects have occurred; (ii) the facilities are being operated within their design and/or rated capacities; and (iii) the Employer is properly maintaining the completed facilities in accordance with the Manufacturer's recommendations and prescribed maintenance procedures. In the event that any defects in the design, materials, workmanship or manufacturer's defects are noted, then the Contractor shall be responsible to correct such defects in accordance with the applicable provisions of Clause 12.

In the event that it is found that the installed Equipment are being subjected to operating conditions that are outside their rated capacities (i.e., being subjected to sustained overloading or power surges that are outside normal tolerances), or that the Employer is not maintaining the Plant, Equipment and related facilities in accordance with the Manufacturers recommendations and/ or prescribed maintenance procedures, then the Employer will be responsible to take remedial actions to correct the problems.

If the Employer fails to take necessary corrective measures within 3 months of the joint inspection, and the same problems are observed during the subsequent Quarterly inspection, then the Contractor will not be held responsible for any subsequent failure of any item of the Equipment which is attributable to abnormal operating conditions or inadequate maintenance.

In the event that any critical component of the Plant or Equipment is found to be defective for the reasons set out in the first paragraph of Sub-Clause 12.2, and as a consequence of such defect the Employer is unable to operate the system at its rated capacity or provide uninterrupted service to its customers, then the Contractor will be required to supply and install a suitable replacement for the affected item or items at his own cost within 12 hours of notification of the defect, and to maintain such item until satisfactory repairs have been completed on the defective item and the facilities have been reinstated to their original condition.

Upon successful completion of the Contractor's obligations during the Guarantee Period and remedying of any defects, the Employer will issue a *Final Contract Completion Certificate* in accordance with the provisions of Sub-Clause 12.9. The Contract shall not be considered to be completed until the *Final Contract Completion Certificate* has been signed by the Employer's Representative and delivered to the Contractor, stating the date upon which the Contractor has completed his guarantee obligations to the Employer's Representative's satisfaction.

The *Final Contract Completion Certificate* shall be given by the Employer's Representative by the date 28 days after expiry of the Guarantee Period, or as soon after such date as the Contractor has completed his obligations. Only the *Final Contract Completion Certificate* shall be deemed to constitute final certification that the Contractor has satisfactorily fulfilled all of his obligations under the Contract.

12 CONTRACT PRICE AND PAYMENT

12.1 The Contract Price : Payment for the works shall be made on either a lump sum or unit rate basis as applicable for the following works:

- i. Supply of materials, including supply of all electro-mechanical, electrical and instrumentation equipment according to the payment units as set out in the Schedule of Prices and/or as proposed by the Contractor and approved by the Employer's Representative; and
- ii. Transport to site, Installation, erection, commissioning and guarantee of the materials, equipments (supplied by Employer and contractor) including insurance for delivery from the point of supply up to the Site, storage and safekeeping, design, erection, installation, testing, commissioning guarantee during the Guarantee (Defects Liability) Period for the materials and services provided by the contractor, after completion and acceptance of the Works, and all other things required under the Contract for the different components according to the payment units as set out in the Schedule of Prices and/or as proposed by the Contractor and approved by the Employer's Representative
- iii. Concessional MVAT and service Tax which is payable by the Employer on the above described supply will be paid separately, also Form C shall be issued against value of interstate material purchase
- iii The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such costs.

- iv Any quantities which may be set out in the Schedule of Prices / Activity Schedule are only estimated quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract. Whenever the quantity of material is increased or decreased accordingly the value of the activity shall be changed and balance material/unutilized material shall be returned to the contractor at his risk and cost.

12.1.1 Payment procedure

- a) After receipt of material, contractor shall raise the separate invoice for material purchase within Maharashtra and separate invoice for interstate material (Format of invoice enclosed in section 6, "Sample forms" of Volume-I part-B)
- b) No payment shall be released against supply of material till erection and commission of the materials.

12.1.2 Delivery of material:

Contractor shall supply the materials in due time so that work shall be completed within scheduled milestones as given in the erection and commissioning order/agreement

- a) Inspection of material as mentioned in tender condition.
- b) All other terms in the tender, related to supply of material shall be applicable

Terms and conditions for erection, commissioning works orders shall be as stated in the tender. Further, liquidated damages on value of material and erection, testing & commissioning shall be levied if work is delayed as per mile stones/ work not executed and clause in this regard shall be covered in the erection, testing and commission order and liquidated damages work shall be quoted in the same order.

The contractor shall raise the single invoices for supply of materials, erection & commission in the given format as specified in the section 06.

For the purpose of effective execution of the Contract, the Contractor shall open a dedicated Contract Bank Account in a bank located in Maharashtra, and the Employer will transfer or deposit all payments directly into the Contractor's Contract Bank Account. It is expected that the Contractor will use these payment solely for expenditures under the Contract so that an adequate cash flow is maintained at all times during execution. All payments due to the Contractor shall be paid only by "Account Payee" cheque or by direct transfer of funds to the Contractor's dedicated Contract Bank Account.

The Employer shall make progressive payments for the work completed by the Contractor in accordance with the provisions of Sub-Clause 12.3 as and when they are due. The Contractor shall submit his invoices along with the documents listed in the relevant clauses of these terms of payment to the Employer's Representative for review and approval, with an information copy to the Employer. The Employer's Representative shall submit the approved Contractor's invoice to the Employer along with an Interim Payment Certificate certifying the amount of invoice which is approved for payment. The Employer will sanction the certified payment, and the Employer and/ or Financing Agency will make payment to the Contractor,

12.2 Application for Interim Payment Certificates

The Contractor shall submit a statement in six copies to the Employer's Representative after the end of each month, or at more frequent intervals as described in Sub-Clause 12.5, in the forms approved by the Employer's Representative, showing the amounts to which the Contractor considers himself to be entitled together with supporting documents which shall include the detailed report on the progress during the month in

accordance with Sub-Clause 4.16 accompanied by copies of all test certificates and reports issued by the Employer's Representative and/ or Third Party Inspectors, material dispatch certificates, price variation claims, etc. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) The estimated contract value, at base rates and prices, of the Construction Documents produced and the Works (including variations) executed (for completed and commissioned) up to the end of the month.
- (b) any amounts to be added and deducted for changes in cost and legislation in accordance with ;
- (c) any other additions or deductions which may have become due in accordance with the Contract (including those under Clause 20), other than under Sub-Clause 8.6; and
- (d) the deduction of the amounts certified in all previous Interim Payment Certificates.

12.3 Interim Valuation

12.3.1 Payments for completed work: Progressive payment will be made to the Contractors for the completed work for 90 % claims and afterwards for. Commissioning/Charging of useful Sections in all respect as may be certified by the Employer's Representative. Joint measurements of a commissioned section shall form the basis for certification of such payment. Joint measurement shall be carried out by representatives of Contractor and Employer for which all necessary transport, communication and logistics support for access to site shall be provided by the Contractor.

12.3.3 Procedures for Interim Valuations: The above procedures notwithstanding , interim valuation for the purpose of determining payment to be made to the contractor by the Employer will be made on a progressive basis, subject the conditions summarized in the following table. In order to facilitate progressive payments for lump sum items the successful bidder shall, if requested by the employer representatives, submit a detailed breakup of the quoted prices for approval prior to commencing the subject works.

The designation "P" means progressive payments based on completion /commissioning of sections up to the limits indicated based on progress made by the Contractor. The designation "LS" means that a lump sum payment will be made upon successful completion of the activity described.

Abbreviation: - P = Progressive payment ; LS = Lump Sum payment

Note:- The detailed procedure to be followed for supervision, commissioning, Joint Measurement, preparation of invoices and processing of invoices is given in enclosed Annexure – II.

Activity	% Payments	Description
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Supply, after delivery, storage, erection/ installation and successful commissioning of the complete works against material utilized for works (RA bill wise)	P (RA bill wise)	95%	Progressive payments against cost of materials procured commensurate with the progress achieved for supply, after delivery, storage, erection / installation and successful commissioning of the complete works as per actual utilized quantity at site and submission of the completion certificate for that Works duly signed by concerned SDO in charge of sub-division and EE(O&M) Division
Balance payment against supply of materials, erection, commissioning mentioned above	L.S.	5 %	Balance payment upon successful commissioning of the entire works and completion of all the Contractor's obligations under the Contract, as duly certified by the Employer's Representative and after issue of the last completion certificate and submission of a "No Claim Certificate" by the Contractor specified in clause 13.6.

12.4 Materials for the permanent works

Interim Payments for the Major Equipment to be incorporated into the Permanent Works will be made after: (i) completion of supply/ delivery/ erection/ installation and pre-commissioning of the Section and issue of the Taking-Over Certificate by the Employer's Representative; (ii) successful completion of the Guarantee Tests and Commissioning of the Section, and issue of the Performance Certificate for that part or Section by the Employer's Representative;

12.5 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received, and approved, the security deposit in accordance with Sub-Clause 4.2. Thereafter, the Employer's Representative shall, within **7 days** of receiving a monthly statement and supporting documents, deliver to the Employer with a copy to the Contractor an Interim Payment Certificate showing the amount which the Employer's Representative considers to be due; if no payment is considered to be due, the Employer's Representative shall promptly notify the Contractor accordingly. Except that the Employer's Representative shall not be bound to certify any payment under this Sub-Clause if the net amount to be certified (after deductions) would be less than the minimum amount of Interim Payment Certificates (if any) stated in the Appendix to Tender.

In continuation to the subsequent paragraph of this Sub-Clause 12, the Contractor will be permitted to submit weekly claims for payment for work, subject to the claim having a value equivalent to at least the value of a Section. All relevant deductions or adjustments, as set out in Sub-Clause 12.2, shall be applied to such Interim Payments.

The Employer's Representative may in any payment certificate make any correction or modification that should properly be made to any previous certificate.

12.6 Procedure for payment and material movement and billing thereof

A. Unless otherwise stated,

- (a) the Employer shall pay, or cause to be paid, the amount payable to the Contractor against each of his invoices for interim payment, within 45 days from the date of submission of invoice to the Employer's Representative along with necessary documents stipulated elsewhere; and
- (b) the Employer shall pay, or cause to be paid, the amount certified in the Final Payment Certificate within 45 days from the date of issue of the Final Payment Certificate by the Employer's Representative.

Payments shall be made into the project bank account, located in Maharashtra, nominated by the Contractor.

(a) Material Procured from Outside of Maharashtra (Interstate Materials)

1. The material shall be consigned by the manufacture in the name of the contractor. On arrival of the consignment at site the dispatch documents delivery challans, lorry receipt etc shall be endorsed by the contractors in the name of Solapur University.
2. After unloading the material a representative of MSEDCL or any other personal as nominated by Solapur University of the concerned zone, shall inspect the material and hand it over back to contractor by issuing a Material Receipt and Handing over (MRHO) Note against the indemnity bond.
3. The Contractor shall submit "Interstate Material Invoice" in enclosed format-5 in Section 6 Sample forms with the copy of the corresponding MRHO note to the Executive Engineer of the concerned O & M R Division.
4. After end of each quarter the contractor shall submit a statement in format 7 in Section 6 Sample forms submitted to the Executive Engineer of the concerned O & M R Division
5. As a part of the Invoice for 90% payment against useful section completed the contractor shall enclosed an interstate material utilization statement in Format 6 in Section 6 Sample forms

(b) Intra-State Material (Material Procured within Maharashtra State)

1. The material shall be consigned by the manufacture in the name of Solapur University.
2. After unloading the material a representative of MSEDCL or any other personal as nominated by Solapur University of the concerned zone, shall inspect the material and hand it over back to contractor by issuing a **Material Receipt And Handing Over (MRHO) Note** against the indemnity bond.
3. The contractor shall submit MVAT invoices in enclosed format-8 in Section 6 Sample forms with the copy of corresponding MRHO Note to the Executive Engineer of the concerned O & M R Division.
4. As part of Invoice for 90% payment against useful sections completed the contractor shall enclosed a **"Local material utilization statement"** in format 9 in Section 6 Sample forms
5. Reimbursement of GST to the contractor shall be based on statement mentioned above.

6. List of Formats for contractors Invoice for Payment:

Below listed formats shall form the contractors invoice.

1. Interim Payment certificate: Format 1,2,3
2. Service Invoice : Format-4
3. Interstate Material Utilization statement : Format-6
4. Intrastate (Local) Material Utilization statement : Format-9

The Other Documents to be submitted by the contractors along with his invoices for 90% payment and 10% payment shall be the same as those mentioned in the invoicing procedure, communicated to all concerned from time to time.

a : Interim Payments

1. Intimation to be given by Contractor to University Engineer of Solapur University with copies to concerned AE, Add. EE, Dy.EE and EE about readiness of useful section after completion of works in all respects and after recording Joint Measurement by representative of Employer and the contractor.

A. The representative of University Engineer to carryout inspection of the useful section within 3 days and give quality check list to the Contractor.

B. Contractor to carryout rectifications, wherever required, and submit compliance report to University Engineer.

b : Procedure applicable for 90% payment to contractor financed by financial institute:

The contractor shall submit invoices in formats given Section 6 Volume –I Part B, for 100% contractual value payment for supply and services in the name of Registrar, Solapur University to Registrar Office by the Contractor claiming 90% payment of the contractual cost of the completed works, in three copies, to the Registrar Office.

1. Invoices in all the below listed formats are to be submitted to Registrar Office in following formats.
 - (i) Consolidated (Original) invoice for interstate and intrastate purchase of material.
 - (ii) Statement of cost of material utilized as per joint measurement certificate for each useful section (Interstate and intrastate to be shown separately) with details of GST and Intrastate invoices.
 - (iii) Statement of total GST claimed by the Contractor in the respective useful section under consideration as well as details of cumulative claims submitted till the last claim.
 - (iv) Service tax invoice for services
 - (v) Statement of intrastate procurement made and claimed along with photocopies of invoices as specified in section 6 sample forms
 - (vi) List of item wise quantity of material procured and utilized in respective

useful section, showing the interstate and intrastate quantities separately specified in section 6 sample forms.

Item wise variation in the material quantities, over and above the quantities given in contractual cost data sheets, should be shown in separate format.

2. 100% amount of GST,MVAT, Service Tax, Octroi/LBT/LPT and Electrical Inspection fees shall be paid/reimbursed at actual with 90% Payment of ensuing bills / claims.
3. TDS towards Income Tax shall be deducted on 100% invoice amount for erection & commissioning while releasing 80% interim payment of ensuing bills / claims.
4. Registrar shall check the invoices and if any discrepancies are observed the same shall be get rectified from the Contractor after receipt of invoices. The receipt of final invoices to be entered in intranet (PAHSUS). The invoices to be submitted by the Contractor shall be accompanied with
 - a. Quality Check Certificate
 - b. Joint measurement sheet signed by Contractor's representative, Engineering Section and countersigned by AE of concerned section office.
 - c. Copies of checklist prepared and signed by Engineering Section .
5. Certification and submission by EE of concerned Division of 2 copies of invoices duly stamped for 90% payment along with payment certificate, above said documents and physical progress certificate to the concerned (O and M) Executive Engineer Division office.
6. The concerned EE shall arrange auditing of the invoice, capitalization of the works and after capitalization shall retain the original copy and forward two copies of the audited invoice, duly signed by him to the Executive Engineer, Concerned Division.
7. The office of the , University Engineer, Concerned Division shall check the invoices and, for sending one copy of the invoice to the Loan /Fin Capex Section.
- C. Time Period for 90% Billing.
 1. SDO of concerned sub division, MSEDCL & AE of concerned section and Contractor to arrange test charging of useful section after receipt of compliance report from Contractor about rectification of defects, if any.
 2. Carrying out and recording of joint measurement by representatives of University Engineer(UE) / Concerned Assistant Engineer(AE) with Contractor's representative of test charging.
 3. AE shall countersign the Joint Measurement Certificate (JMC) of recording by the Contractor.
 4. Commissioning of useful section by UE, SDO and EE and Contractor of countersigning of joint measurement sheet/s by UE.
 5. AE shall issue Handing Over / Taking Over certificate to Contractor on the

day of commissioning of asset.

12.7 Payment of Retention Money for Works

Balance payment of retention shall be disbursed upon successful commissioning of the entire works and completion of all the Contractor's obligations under the Contract after received of closure proposal, as duly certified by the Employer's Representative and after issue of the last completion certificate and submission of a "No Claim Certificate" by the Contractor.

C. Procedure for 5 % retention

1. The contractor shall submit invoice claiming balance 5 % payment against the contractual price of commissioned useful section along with Quantity Variation if any, Liquidated Damages, in three copies to the Registrar. The invoice shall be accompanied with following documents:
 - a. Copy of Handing over and taking over certificate issued by the concerned UE in charge (if not submitted with 90% invoice)
 - b. Copy of charging permission issued by the Electrical Inspector (if not submitted along with 90% invoice)
 - c. Detailed Joint measurement sheet signed by contractor's representative, UE and countersigned by AE in charge.
 - d. Copies of check lists issued AE, EE and UE (if issued) complied by the contractor. The compliance of the check lists by the contractor shall be signed by UE
 - e. As built drawings of the useful section
2. Check and scrutinize the invoice and forward the invoice with their payment certificates in one original and two copies by the Registrar Office.
3. The Registrar Office shall note the completed and commissioned works viz a viz LOA quantities, exercise sample checks of the works and forward all the copies of invoice with his certificate to the concerned (O and M) Division office.
4. The concerned EE shall arrange auditing of the invoice, capitalization of the works and after capitalization shall retain the original copy and forward two copies of the audited invoice, duly signed by him to the University Engineer.
5. The office of the University Engineer shall check the invoices for sending one copy of the invoice to the Loan /Fin Capex Section.
6. The concerned Engineering Office shall release payment to the Contractor.

7. If the QV, and LD is not submitted with 5 % Billing then sufficient amount shall be retained for Q.V.,L.D.

12.8 Statement at Completion

Not later than 84 days after the issue of the last *Taking-Over Certificate* for the Works, the Contractor shall submit, to the Employer's Representative, six copies of a statement at completion with supporting documents showing in detail, in the form approved by the Employer's Representative under Sub-Clause 13.2:

- (a) the final value of all work done in accordance with the Contract up to the date stated in such *Taking-Over Certificate*,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts for each activity shall be shown separately in such statement at completion. The Employer's Representative shall certify payment under Sub-Clause 13.5.

12.9 Application for Final Payment Certificate

Not later than 56 days after the issue of the last *Performance Certificate*, the Contractor shall submit to the Employer's Representative six copies of a draft final statement for the Works with supporting documents showing in detail, in a form approved by the Employer's Representative:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Employer's Representative disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer's Representative may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer's Representative the Final Statement as agreed.

If, following discussions between the Employer's Representative and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer's representative shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for those parts of the draft final statement which are not in dispute. The dispute may then be resolved under Clause 20, in which case the Contractor shall then prepare and submit to the Employer (with a copy to the Employer's Representative) a Final Statement in accordance with the outcome of the dispute.

12.10 Discharge

When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the security deposit referred to in Sub-Clause 4.2 has been returned to the Contractor.

12.11 Issue of Final Payment Certificate

The Employer's Representative shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final

Statement and written discharge in accordance with Sub-Clauses 13.10 and 13.11, stating:

- (a) the amount which is finally due,
- (b) the schedule for making final payments with respect to (i) completion of all Works under the Contract, and (ii) successful completion of warranty services during the Guarantee Period, and
- (c) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, other than under Sub-Clause 8.6, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 13.10 and 13.11, the Employer's Representative shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Employer's Representative shall issue the Final Payment Certificate for such amount as he considers being due.

The above notwithstanding, the Employer will not issue the Final Payment Certificate for the Works until the Contractor has submitted the As-built Drawings and the Operation and Maintenance Manual(s) in compliance with Sub-Clauses 5.6 and 5.7.

12.12 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of (or in connection with) the Contract or execution of the Works, unless the Contractor shall have included a claim for it in his Final Statement and (except for matters or things arising after the issue of the *Taking-Over Certificate* for the Works) in the statement at completion described in Sub-Clause 13.9.

12.13 Local Taxation

The prices bid by the Contractor shall include all customs duties, import duties, excise duties, business taxes, income tax, contract sales tax, and any other taxes, duties or levies (except for Value Added Tax, Service Tax and Octroi / LBT / LPT. (if any) chargeable to the Employer which is to be shown separately and will be paid at specified rates) that may be levied in accordance to the laws and regulations in being as of the date 28 days prior to the closing date for submission of bids in India on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in India on profits made by it in respect of the Contract.

The Employer will issue the "C" Form for materials, Equipment supplied under the Contract and sold to Solapur University on an Interstate Basis. To avail of this facility, the successful Bidder will be required to submit a sales invoice to the Employer charging no tax stating clearly in the invoice "Sales under section 6(2) (b) of the Central Sales Tax Act 1956-against "C" form. The successful bidder will give Form 'C' to the supplier, who would issue Form E -1 to the successful bidder. Irrespective of whether the Employer can issue "C" Forms and whether the Sales Tax Department accepts it or not the Employer shall not be liable to reimburse any amount to the Contractor towards CST. The Bidders should note while bidding that, the Employer will discharge its Service

Tax liability by availing the most beneficial cost advantage under the appropriate General Exemption and Notifications of Service Tax.

The bidder should also note that the Employer will discharge its tax liability under the most beneficial scheme for availing the maximum cost advantage. Bidder should therefore take any VAT and/or Service Tax refund / rebate to which they may be legally entitled into consideration while offering their quoted rates / prices.

13 VARIATIONS

13.1 Right to Vary

- a) No variations in quoted unit rates are envisaged for the completion and commissioning of the works as per this Contract.
- b) In case it is determined that any extra item, which is not appearing in any of the cost data sheets forming part of the bidding document, is necessary and required for the satisfactory operation of the completed work as determined by the Employer's Representative, then in such case the Contractor shall submit a proposal to the Employer's Representative for approval of suitable rate for such item. Such a proposal shall be accompanied by all supporting documents. Provision for such extra item shall not be made by the Contractor unless it is approved by the Employer's Representative.
- c) Quantities as provided in the Contract are the best estimates for the purpose of submitting the lump-sum percentage bid. The Contractor shall be required to execute the works at the quoted rates set out in the Schedules of Prices.
- d) The Sub Activities are mentioned in the cost data sheets for individual activity will be paid on actually executed quantities.
- e) No variation in the civil activities shall be allowed, however in case additional civil work is required, the cost of Tender Rate is considered. On the contrary if tender rate is not available DSR rate of Tender Floating Year shall be consider for the estimate along with quoted offer.

13.2 Provisional Sums.

Provisional Sums (if any) provided under the Contract shall only be used, in whole or in part, in accordance with the instructions of the Employer's Representative for lawful expenditures incurred on behalf of the Employer for statutory fees/ charges/ levies imposed by Governmental or Semi-Governmental Agencies for the following works or services which are required for successful completion of the Works:

- (i) Charges levied by the Department of Environment and Forests related to obtaining necessary approvals for any required tree cutting;
- (ii) Charges levied by Railway authorities related to approval of construction drawings and inspection fees for railway crossings;
- (iii) Charges levied by utility authorities related to approval of construction drawings and inspection fees for utility crossings;
- (iv) Road cutting and/ or road crossing charges levied by the responsible agency;
- (v) Electrical inspection fees and charges.
- (vi) The actual expense of Octroi / LBT / LPT charges shall be reimbursed on submission of valid receipt

Any other statutory charges or incidental expenses which may be incurred, including any crop/ tree compensation as stated in Clause 21, are not eligible for reimbursement

out of the Provisional Sum allowance, and the Contractor will be responsible to include any such costs in his quoted rates/ prices.

The total sum paid to the Contractor shall include only such amounts for the work, supplies or services to which such Provisional Sums relate as the Employer's Representative shall have instructed. The Contractor will be reimbursed the actual price paid (or due to be paid) for each Provisional Sum expenditure ordered by the Employer's Representative upon submission of the original quotations, invoices, vouchers and accounts or receipts in substantiation.

13.3 Amendments to the Contract Conditions/Specifications

If the Employer's Representative determines that if, in exceptional circumstances, it would be in best interests of the Project to modify or amend some of the Contract Conditions/ Specifications, then such modifications or amendments may be made if mutually agreed by the Employer and the Contractor.

14 DEFAULT OF CONTRACTOR

14.1 Notice to Correct

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Employer's Representative may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

14.2 Termination

If the Contractor:

- (a) fails to comply with a notice under Sub-Clause 14.1, or
- (b) abandons or repudiates the Contract, or
- (c) without reasonable excuse fails:
 - (i) to commence the Works in accordance with Sub-Clause 8.1,
 - (ii) to proceed with the Works in accordance with Clause 8, or
 - (iii) to demonstrate that sufficient design capability is employed in the design of the Works to achieve completion within the Time for Completion, or
- (d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events, or
- (e) fails to comply with a notice issued under Sub-Clause 7.5 within 28 days after having received it, or
- (f) assigns the Contract or subcontracts the Works without the required consent, or
- (g) in the judgment of the Employer has engaged in corrupt and fraudulent practices in competing for or in executing the Contract, or
- (h) fails to achieve the agreed monthly milestones for a period of 3 consecutive months, then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. The Contractor shall then deliver all Construction Documents, and other design documents made by or for him, to the Employer's Representative. The Contractor shall also remove from the Site, without delay and at his own cost, all materials, equipment which have not been incorporated into

the Permanent Works and commissioned and accepted by the Employer. The Contractor shall not be released from any of his obligations or liabilities under the Contract. The rights and authorities conferred on the Employer and the Employer's Representative by the Contract shall not be affected.

The Employer may upon such termination complete the Works himself and/or by any other contractor at the risk and cost of terminated contractor. The Employer or such other contractor may use for such completion so much of the Construction documents, other design documents made by or on behalf of the Contractor, Contractor's Equipment, Temporary Works, Materials as he or they may think proper. Upon completion of the Works, or at such earlier date as the Employer's Representative thinks appropriate, the Employer's Representative shall give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost.

14.3 Valuation at Date of Termination

The Employer's Representative shall, as soon as possible after termination under Sub-Clause 14.2, determine and advise the Contractor of the value of the Construction Documents, Materials, Contractor's Equipment and Works and all sums then due to the Contractor as at the date of termination. Payment will only be made for completed and commissioned works in accordance with the terms of payment set out and no additional payment will be made for partially completed works and/ or unused materials, equipment.

14.4 Payment after Termination

After termination under Sub-Clause 14.2, the Employer shall not be liable to make any further payments to the Contractor until the cost of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.

The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 14.3. If there are no such extra costs, the Employer shall pay any balance to the Contractor.

14.5 Corrupt or Fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel the Contractor from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 14.2.

15. DEFAULT OF EMPLOYER

15.1 Cessation of Work and Removal of Contractor's Equipment

After termination under sub clause 2. 4, the contractor shall Cease all further work except for such works as may be necessary and instructed by the employer's representative for the purpose of making safe or protecting those parts of the works already executed, and any work required to keep the site safe and clean.

- (a) Handover all construction documents, material for which the contractor has received payment,
- (b) Handover those other parts of works executed by the contractor up to the date of termination, and
- (c) Remove all contractors' equipments which are on site and repatriate all his staff and labor from the site.

16 RISK AND RESPONSIBILITIES

16.1 INDEMNITY

The Contractor shall indemnify and hold harmless the Employer, the Employer's Representative, their contractors, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the Works, including professional services provided by the Contractor.

These indemnification obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of physical property (other than the Works), including consequential loss of use. Such obligations shall also be limited to the extent that such claims, damages, losses or expenses are caused in whole or in part by a breach of a duty of care, imposed by law on the Contractor or anyone directly or indirectly employed by the Contractor.

16.2 Employer's Risks

The Employer's risks are:

war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, or military or usurped power, or civil war, ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works, loss or damage due to the use or occupation by the Employer of any Feeder/ Section or part of the Permanent Works, except as may be provided for in the Contract, and any operation of the forces of nature against which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken appropriate measures to prevent loss or damage to physical property occurring.

16.3 Consequences of Employer's Risks

The Contractor shall give notice, to the Employer's Representative, of an Employer's risk upon it being foreseen by, or becoming known to, the Contractor. If an Employer's risk results in loss or damage, the Contractor shall rectify such loss or damage to the extent required by the Employer's Representative. If the Contractor suffers delay and/or incurs cost as a result of an Employer's risk, the Contractor shall give further notice to the Employer's Representative. After receipt of such further notice the Employer's Representative shall proceed in accordance with Clause 3 to agree or determine:

- (a) any extension of time to which the Contractor is entitled under Sub-Clause 8.3, and
- (b) the amount of such Cost, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

16.4 Contractor's Risks

The Contractor's risks are all risks other than the Employer's risks listed in Sub-Clause 16.2.

16.5 Limitation of Liability

The Contractor shall in no event be liable to the Employer, by way of indemnity or by reason of any breach of the Contract or in tort or otherwise, for loss of use of any part (or all) of the Works or for loss of production, loss of profit or loss of any contract or for any indirect special or consequential loss or damage which may be suffered by the Employer in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price.

16.6 Occupation and Care of Employer's Facilities

The Contractor occupying any of the Employer's facilities temporarily for the purpose of the Contract shall take full responsibility, from the dates of use or occupation to the dates of handover or cessation of occupation.

If any loss or damage happens to any of the occupied facilities while the Contractor is responsible for their care, arising from any cause whatsoever other than the Employer's Risks listed in Sub-Clause 16.2, the Contractor shall, at its own cost, rectify such loss or damage to the satisfaction of the Employer's Representative. All temporarily occupied facilities shall be handed over upon completion of the Works, or on such other date as is mutually agreed, in the same or better condition than when they were given into the Contractor's care, normal wear and tear excepted.

17 INSURANCE

17.1 Insurance for Design

The Contractor shall affect professional indemnity insurance, which shall insure the Contractor's liability by reason of professional negligence in the design of Works.

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

If the total liability exceeds Rs.10/- lakhs prior to completion of the work then the Contractor shall arrange to renew the policy for the same amount to cover the balance completion period. However, irrespective of the value of the policy, the Contractor shall indemnify the Owner for all liabilities.

The Contractor shall use his best endeavors to maintain such professional indemnity insurance in full force and effect throughout the periods of his liability, under the Contract and under the law of Country. The Contractor undertakes to give the Employer reasonable notice in the event of such difficulty (if any) in extending, renewing or reinstating such insurance.

17.2 Insurance for Works and Contractor's Equipment

The Contractor shall insure the Construction Documents, Materials and Works in the joint names of the Employer, the Contractor and Subcontractors, against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 16.2 sub-paragraphs (a), (b), (c) and (d) in so far as such insurance is readily obtainable. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall cover the Employer and the Contractor from the first working day after the Commencement Date until the date of issue of the *Taking-Over Certificate* for the Works. The Contractor shall extend such insurance to provide cover until the date of issue of the *Performance Certificate* for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the *Taking-Over Certificate*, and for the loss or damage occasioned by the Contractor or Subcontractors in the course of any other operations (including those under Clauses 11 and 12).

The Contractor shall insure the Contractor's Equipment in the joint names of the Employer, the Contractor and Subcontractors, against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 16.2 sub-paragraphs (a), (b), (c) and (d) in so far as such insurance is readily obtainable. Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

17.3 Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against liability to third parties, in the joint names of the Employer, the Contractor and Subcontractors, for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 16.2) or to any person (except persons insured under Sub-Clause 16.4), which may arise out of the performance of the Contract and occurring before the issue of the *Performance Certificate*. Such insurance shall be for a limit of not less than the amount specified.

17.4 Insurance for Workers

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Subcontractor, in such a manner that the Employer and the Employer's Representative are indemnified under the policy of insurance. For a Subcontractor's employees, such insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

17.5 General Requirements for Insurances

Each insurance policy shall be consistent with the general terms agreed in writing prior to the Effective Date, and such agreement shall take precedence over the provisions of this Clause.

The Contractor shall, within the respective periods stated in the **Appendix to Tender** (calculated from the Commencement Date), submit to the Employer:

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) copies of the policies for the insurances described in Sub-Clauses 16.2 and 16.3.

When each premium has been paid, the Contractor shall submit copy receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Employer's Representative of so doing.

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from the insurers shall be used for the rectification of such loss or damage.

The Contractor (and, if appropriate, the Employer) shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall make no material alteration to the term of any insurance without the prior approval of the Employer. If an insurer makes (or purports to make) any such alteration, the Contractor shall notify the Employer immediately.

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this Sub-Clause, the Employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. Such payments shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer accordingly.

1. In order to comply the clause 18 and the directives of the Government of Maharashtra resolution

- a. AIF/2183/CR-174/83ADM-5 Date 16/01/1984
- b. Vimasa-1098/Pr.Kra28/98/Shashan Hami Dt. 19/08/1998
- c. Vimassa-1011/Prakra 15/Vima Prashasan Date 29/04/2011 and
- d. L.No: AIF/2311/Co-Ins/MST Co/Ltd/F da.04.02.2012

and the directives issued by the Executive Director (H.R) MSEDCL vide letter No: IR/Insurance/9623 Date 13.04.2012, the Contractor All Risk Policy (CAR) or Transit cum Erection (TCE) or Erection All Risk Insurance Policy (EAR) in respect of contract works awarded by MSEDCL as principle to the contract and workman's compensation insurance in respect of the workmen engaged and deployed by the contractor's to complete the contract work is required to be obtained from M/s National Insurance Co. Ltd on co-insurance cum servicing basis under indirect method in the ratio of 40:60 (i.e. Govt. Insurance fund @ 40% and national Insurance co.@ 60%) and their offices as specified in the circulars or following divisional / Branch office .

- i. National Insurance Co. Ltd. Red Cross House, 11 M.G. Road, Pune 411 001 Ph 020 26134267/ /9890011793
 - ii. National Insurance Co. Ltd. 104, Bharat House 3rd Floor , Mumbai Samachar Marg, Fort Mumbai 400023 Phone 022-22610110 /22673692/9820308755
2. As per the Directive of Govt. Of Maharashtra letter No: NMP1009/Sankra 39/NV 26 date: 16th March 2009, in case the directives are not followed by the contractor , the concerned authority of University shall recover (1%) one percent amount of the contract value and deposit the same with Director of Insurance Govt. Maharashtra

through Cheque/demand draft with complete particulars of contract works along with copy of work order.

18 FORCE MAJEURE

18.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

- (a) act of God;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.

18.2 Effect of Force Majeure Event

Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a force majeure event which arises after the Effective Date.

18.3 Contractor's Responsibility

Upon occurrence of an event considered by the Contractor to constitute force majeure and which may affect performance of his obligations, he shall promptly notify the Employer's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Contractor shall also notify the Employer's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals without the consent of the Employer's Representative.

18.4 Employer's Responsibility

Upon occurrence of an event considered by the Employer to constitute force majeure and which may affect performance of his obligations, he shall promptly notify the Contractor and the Employer's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Employer shall also notify the Employer's Representative and the Contractor of any proposals, with the objectives of completing the Works and mitigating any increased costs to the Employer and the Contractor.

18.5 Payment to Contractor

If, in consequence of force majeure, the Works shall suffer loss or damage, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract, prior to the event of force majeure. If the Contractor incurs additional Cost in complying with Sub-Clause 19.3, such Cost shall be determined by the Employer's Representative in accordance with the provisions of Clause 3 and shall be added to the Contract Price.

18.6 Optional Termination, Payment and Release

Irrespective of any extension to time, if a force majeure event occurs and its effect continues for a period of 182 days, either the Employer or the Contractor may give to the other a notice of termination, which shall take effect 28 days after the giving of the notice. If, at the end of the 28 day period, the effect of the force majeure continues, the Contract shall terminate. If the Contract is terminated under this Sub-Clause, Sub-Clause 2.4, the Employer's Representative shall determine the value of the work done and:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
 - (b) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
 - (c) the reasonable Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of such items to the Contractor's works in his country (or to any other destination at no greater cost); and
 - (d) the reasonable Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of such termination;
- and issue an Interim Payment Certificate in accordance with Clause 12.

18.7 Releases from Performance under the Law

If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 if the Contract had been terminated under that Sub-Clause.

19 CLAIMS, DISPUTES AND ITS SETTLEMENT

19.1 Procedure for Claims

The contractor shall not be entitled to raise claim for any additional payment under any clause of these conditions or otherwise, unless he intimates the event in writing within 28 days, to the Employer's Representative, of the start of the event giving rise to such claim.

In the event of dispute arising between the Contractor and the Employer out of or in connection with this contract or interpretation thereof, the parties shall use their best efforts to settle amicably all such disputes.

The Contractor shall state the facts supporting his claim, the points at issue and the relief or remedy sought, to the Employer's Representative through a notice within 28 days or such other time as may be agreed by the Employer's Representative. The Contractor shall send to the Employers Representative an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such account shall be considered as interim. The contractor shall then, at such intervals, as the Employer's Representative may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Employer's Representative, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.

19.2 Payment of Claims

The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Employer's Representative considers due. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

19.3 Dispute Resolution Committee

The dispute resolution committee shall be constituted with one member each representing the bidder, the Solapur University. In case the Dispute resolution committee fails to resolve the dispute, the matter shall be resolved by arbitration as stipulated under the arbitration act 1996.

19.4 ARBITRATION

19.4.1 The matters to be determined by the University Engineer (U.E.):-

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

- (i) **Demand for Arbitration:** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by Solapur University of any certificate to which the contractor may claim to be entitled to, or if the U.E. fails to make a decision (within 120 days) then and in any such case the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.
- (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Solapur University.
 - (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The Solapur University shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

- (iii) No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Solapur University, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Solapur University shall be discharged and released of all liabilities under the contract in respect of these claims.

19.4.2 Obligation during pendency of Arbitration:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Solapur University shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

- (i) In cases where the total value of all claims in question added together does not exceed Rs.1,00,00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the U.E. of the Solapur University or serving or retired officer of the Solapur University /Government not below the grade of U.E. or equivalent nominated by the VC of the Solapur University in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Solapur University.
- (ii) In cases the value of the claim exceeds Rs.1,00,00,000/- (Rupees One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of Solapur University /Govt. not below the grade of U.E./C.A.O. as the Arbitrators. For this purpose, the Solapur University will send a panel of more than 3 names of arbitrators of one or more department of the Solapur University /Govt. to the contractor who will be asked to suggest to the VC at least 2 names for appointment as contractor's nominee. The VC shall appoint at least one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- (iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the VC fails to act without undue delay, the VC shall appoint new arbitrators to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- (iv) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

- (v) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Solapur University servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (vi) Arbitral award shall state item-wise, the sum and reasons upon which it is based.
- (vii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- (viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- (ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Solapur University from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs.2000/- per sitting subject to a maximum of Rs. 50,000/-. Provided further that the arbitrators who are in service of Govt./ Solapur University shall draw fees at half of the rates mentioned above.
- (xii) Solapur University shall maintain a list of arbitrators. The VC shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- (xiii) The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- (xiv) Subject to the provisions as aforesaid, Arbitration and Conciliation Act, 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

19.5 Disputes

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Solapur city of Maharashtra. The Indian Law shall govern the contract. .

20 PAYMENT OF COMMISSION, GRATUITIES, REBATES, GIFTS

The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with the procurement process or in the contract execution.

21 CROP/ TREE COMPENSATION

Any loss arising out of or in consequence of the execution or completion of the Works and remedying of any defects therein, and the costs of any claims, proceedings, damages, charges and expenses whatsoever in respect thereof or in relation thereto are to the Contractor's account.

22 SALVAGED MATERIALS

All materials salvaged by the Contractor during his work on rehabilitation, replacement, reconstruction and/or upgrading of existing facilities and/or re-conductoring of existing power lines shall remain the absolute property of the Employer. The contractor shall be the trustee of the materials/plant/equipment so recovered in accordance with the provisions of Sub-Clause 4.23, and these shall not on any account be removed from the site of work and shall, at all times, be open to inspection by the Employer's Representative.

All salvaged materials/ plant/ equipment shall be delivered to the nearest Departmental Store as and when directed by the Employer's Representative, and the cost of such services shall be included in the quoted prices. If the Contractor fails to deliver the materials/ plant/ equipment as required, or if any items are lost through theft or negligence, he shall be liable to pay the prevailing market price for such items. The decision of the Engineer-in-charge as to the price of the salvaged materials/ plant/ equipment, keeping in view its condition, suitability for re-use, etc., shall be final and conclusive.