

any bill amount due or payable under the contract until agreement is executed with MSLDC, MSETCL Airoli. The necessary Stamp Duty for the agreement shall be borne by you.

- 11) **The bidder** shall not entrust the work on sub contract, transfer or assign the contract or any part thereof to any other party without consent / permission from **Superintending Engineer (SCADA/Admin), MSLDC, Airoli.** In case if it is not followed it will be treated as breach of contract and will be terminated at bidder's risk and cost.
- 12) **Project Completion Time:** The work should start immediately & completed on or before 180 days after placing the order & material should be delivered, installed, configured, tested and commissioned successfully **within 180 days from the date of issue of order/handing over of site.**
- 13) **Time the Essence of Contract:**
a) **The time stipulated** in the contract for the completion of the work shall be deemed to be the Essence of contract. The contractor/bidder shall so organize his resources and perform his work so as to complete the work within stipulated time period.
- 14) **Force Majeure:**
Only the following conditions shall be considered for the purpose of this clause.
a) Natural phenomena such as floods, draughts, earthquakes, epidemic etc.
b) Acts of any Government, domestic, or foreign such as war (declared or undeclared), priorities, guarantees, embargoes, etc.
c) The contractor/bidder affected by 'Force Majeure' shall within 15 (fifteen) days of the occurrence of such cause, notify the MSETCL/ Engineer In-Charge with sufficient documentary proof.
- 15) **Destination for Supply:** The material should be supply at SLDC, Airoli during working hours 10:00 Hrs. to 17:00 Hrs. on working day.
Your representative shall also deliver following document:
a) Invoice in Triplicate.
b) Delivery challan in Triplicate.
c) Test Certificates in Triplicate.
d) Literature and Drawings in Triplicate.
e) Guarantee/Warranty Certificate
- 16) **Awarding Contract:** The company does not bind to accept the lowest or any tender neither will any reasons be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender. Eligibility of the bidder, submission of all documents, past record will carry due weight age while arriving at the decision.
- 17) **Liquidated Damages:**
a) If the contractor fails to complete all the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.
b) The liquidated damage shall be levied @ ½ % (Half Percent) on the total contract price per week of delay, subject to the maximum of 10 % of contract price for the entire scope of the work.
c) In case of such delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at his risk and cost.
- 18) **Payment Schedule:**
60% payment will be made after the delivery of complete Items as per Annexure-A,B, on site against invoice raised. 30% of payment will be made after satisfactory installation & testing of equipment. Final payment of 10% will be kept as retention amount and shall be released, 3 months after the final commissioning & hand-over to MSLDC, MSETCL. Payment will be made within 30-45 days after raising the bills. Payment will be affected to you after supply, installation, testing and commissioning of all material & on the basis of actual measurement recorded by the engineer-in-charge. However release of payment may depend on availability of funds.

