

CONDITIONS OF ENGAGEMENT

1. The work shall be completed within 60 days reckoned from the day of issue of work order including period of mobilization.
2. The entire work shall be carried out by contractor in accordance with the conditions and specifications stipulated in the schedule of quantity/quotation and in the best workmanship manner and as per standard practice laid down by MSEDCL.
3. Materials required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in quotation and / or conforming to Indian standard specification (latest edition), as per specifications by MSEDCL, wherever applicable, and approved by Engineer In-Charge.
4. The successful bidder shall pay marked payments to MSEDCL as mentioned in BOQ and shall submit the necessary receipts.
5. Contractor to quote the rates including Octroi, entry tax and all other taxes. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed.
6. Any damage to the Institute property will be made good at contractors risk and cost.
7. The Institute reserves the right to reject the bad work / or pay for the inferior quality work at reduced rates, as will be worked out by Institute. The Institutes's decision in this regard will be final and binding on contractor.
8. Space for labour huts if demanded by the bidder will be provided in campus at suitable location to contractor. Contractor at his own cost shall build the labour huts with proper sanitation as per approval of engineer in charge. The labourers engaged by contractor for the said work should strictly follow the rules, discipline, and decorum of the Institute and contractor will be liable for any loss or damage caused by them to the Institute property.
9. The Institute will not be held responsible for payment of any compensation to the labourers engaged by contractor. Contractor will pay all compensations etc. including accident compensations due to his labourers.
10. Implements / materials required for the work shall be provided by contractor. Institute's property/materials shall not be used by the contractor. A suitable penalty shall be charged if contractor fail to observe this condition.
11. Contractor shall follow all safety rules and security procedure that are in force and applicable during execution of work.
12. 5% of the bill amount will be retained by the Institute, which will be released after completion of defect liability period of 12 months . Any defects pointed out during the maintenance period pertaining to the work shall be rectified by the contractor at his own cost.

13. The validity of the tender(s) shall be 120 days from the date of opening of tender.
14. The contractor shall submit the running/final bills one every month. These bills shall be paid after proper and thorough scrutiny by the Institute Engineer within one month of submission of bill.
15. Contractor shall obtain necessary gate pass; labour tokens from the security officer.
16. Method of work, specification, mode of measurement and other details wherever not mentioned should be followed as per Indian standard code of practice or as per MSEDCL engineer in charge's instructions.
17. Contractor shall intimate in advance and obtain prior approval before undertaking any extra items. The rate for such extra items, if approved, will be based on calculation of existing market rates.
18. The quality, time schedule for completion of work and well behavior with Client, and engineers of this project shall be essential & must for this project.
19. This contract shall be deemed to have been made in Mumbai and only the court of competent jurisdiction in Mumbai shall have jurisdiction to determine any question or dispute arising out of the contract.
20. The contractor shall comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments the case may be that may apply to his case. And if necessary get himself duly registered as required by the said acts, statutes, rules, regulations

Signature of Contractor