



PURCHASE ORDER

Maharashtra State Power Generation Company Limited
CHIEF ENGINEER,
KHAPERKHEDA THERMAL POWER STATION
KHAPERKHEDA, DIST: NAGPUR,
MAHARASHTRA. 441102

TEL: (07113) 268168, 169, 171, AND 173, F: 07113 268123/268239
cegenkpkd@mahagenco.in
MSPGCL GSTIN : 27AAECM2935R1ZV

PO NO.: KPKD/4500140846 PO Date : 13.03.2025

To,
VENDOR CODE: 72261
GST No. : 27BFGP1180B1ZN
ACHAL ENGINEERING WORKS
WARD NO.1, BHANEGAON, NEW BINA
TH. SAONER, KHAPERKHEDA, NAGPUR
NAGPUR 441102
Maharashtra India
Telephone: 07113-268168 Telefax:
E-Mail: gaourkar.vijay@rediffmail.com

Our reference:

Your reference:

Procurement Type : Open Tender PO

15 MAR 2025 **№ 2486 /**

Please arrange to provide the goods / services described below strictly as per terms and conditions mentioned in this Purchase Order and its enclosure/s listed below.

GENERAL DESCRIPTION

GENERAL DESCRIPTION	CURRENCY	TOTAL VALUE (PRICE)
SUB: FABRICATING AND FIXING OF MS SCRAP PIPE TO WAREGAON ASH BUND OF 4X210 MW, TPS, KHAPERKHEDA.# REF: KHG / CPS / TN0467 / CM1 / RFx No. 3000052181 / 2024-25.	INR	1,335,881.00 Thirteen Lakh Thirty Five Thousand Eight Hundred Eighty One only.

Please send all your correspondence regarding this order in duplicate. All terms and conditions below and on the reverse are to be strictly complied with.

DESPATCH DETAILS: For details refer enclosures.

Destination(Place, State): Khaperkheda Thermal Power Station Gram Powergrid District Khaperkheda Nagpur 441102 Maharashtra India

DOCUMENTATION : Please send us Commercial Invoice (One Original + Two Duplicate, duly signed), three copies of Delivery Challan, work completion certificate & LR immediately after dispatch of the consignment.

BILLING : For details refer enclosures. Bills submitted against this Purchase Order must contain Purchase Order No. & Date, Purchase Order Item No. and Vendor code.

PRICING & TAXATION:

Please refer details in Annexure I.

PAYMENT TERMS:

Please refer details in Annexure II.

For MSPGCL


Chief Engineer
MSPGCL, TPS, Khaperkheda



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ANNEXURE-I
Page No: 1 of 1

PO NO.: KPKD/4500140846

Item No	Material/ Service Code Cost Code	HSN/SAC Code	Material / Service Description Cost Code Description	Total PO Quantity	Unit	Rate / Unit (INR)	Item Total Value (INR)	Scheduled Quantity	Delivery Date
1	10 . W078150040020001	9954	Fabrication and fixing MS Scrap pipe to Fabricating and fixing structural steel CIVIL WORK<>TRANSPORTATION<>STRUCTURAL<>STEEL<> PLATE, ANGLE, BEAM ETC Providing services of JCB excavator for transportation of MS scrap pipe	70.65	AU	11029.07	779203.80	70.650	31.07.2020
20 .	W078140060020002	998539	Providing services of JCB excavator CIVIL WORK<>SERVICES-GEN<>HIRING<>EARTH MOVING MACHINERY<>JCB Providing services of JCB excavator for transportation of MS scrap pipe	240.00	HR	1470.41	352898.40	240.000	

Net incl. Tax: 1335880.60

Summary in INR

Total Gross Price	1132102.20
Total MG: SGST - ND	101889.20
Total MG: CGST - ND	101889.20

Total Value (Rounded off to) : INR 1,335,881.00
Thirteen Lakh Thirty Five Thousand Eight Hundred
Eighty One only.

For MSPGCL

Chief Engineer
MSPGCL, TPS, Khaperkheda



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ANNEXURE-II
Page No: 1 of 5

PO NO.: KPKD/4500140846

1.0 Destination:

SPECIFIC TERMS AND CONDITIONS

- 1) Work completion period # 06 (Six) months.
- 2) Maintenance period of contract # 06 (Six) Months.
- 3) Price variation - Price variation clause will not be applicable to this work / contract.
- 4) Material - No material will be issued by the MSPGCL for this work. Contractor has to procure all the required materials for completion of this work.
- 5) Technical Specification

Technical specification for all the items under schedule 'B' of this Tender work shall be confirming to applicable relevant I.S. codes for practices in force and detailed specifications of PWD department, Govt. of Maharashtra.

Technical specifications for the items not incorporated in above shall be as per the instructions of Superintending Engineer (Civil), TPS Khaperkheda. In case of any disputes decision of the Chief Engineer (O&M) shall be binding on the bidder / contractor.

6) Labour License >> Labour license is applicable as per contract labour regulation & Abolition Act & Rules their under.

7) Work contractor should produce Police verification Record of the workers engaged for the said work.

8) Work contractor should follow all safety rules applicable as per terms and conditions. If found contravening, a penalty as included in safety norms shall be imposed on him. If any fatal accident of their labour will lead to black listing from the company.

9) Fabrication of platforms, monkey ladders and provision of railings, approaches, barricades, cautionary boards and such other wherever required during work execution is to be provided by contractor.

10) Any other work not covered in Schedule above but required to complete the same will have to be carried out as per the instruction of section in-charge. No extra payment for such work will be given by MSPGCL.

11) ADDITIONAL PERFORMANCE SECURITY DEPOSIT:

As per the directive laid down in Government of Maharashtra, Public Works Department Marathi resolution No. lh,Vh@2017@iz-dz-8@bek&2 fnukad 26-11-2018- If the tenderer intends to quote his offer below the estimated cost put the tender then the tenderer should have to submit the Performance Security as mentioned.

A. If the tenderer intends to quote his offer below upto 1% to 10% of the estimate cost put to tender he should submit a Demand Draft / FDR / Bank Guarantee amounting to 1 % of the estimated cost.

B. If the tenderer intends to quote his offer below upto 15% he should submit Performance security 1% for every percentage after 10% below percentage in addition to the cost of 1% performance security mentioned above clause A for quoting below rate.

C. If the tenderer intends to quote his offer below after 15% below percentage, he should submit performance security double of balance amount in addition to performance Security mentioned above in clause "A" & "B".

Example for 19% below:

Upto 10% below # 1% and

upto 15% below # (15% - 10% = 5%) and

(19% - 15%) = 4% = 4 x 2 = 8%

Total (1 + 5 + 8) = 14%

D. Above additional security deposit should be submitted in the form of DD / FDR / Bank Guarantee by L1 within 8 days from date opening of price bid.

E. If L1 has not submitted performance security within stipulated period. The tender of 2nd lowest shall be considered at the rate of L1 with due consent of L2 bidder.

F. The performance security in the form of DD / FDR / Bank Guarantee of successful contractor shall be encashed / retained with MSPGCL upto work completion period.

G. Work order to the successful contractor shall be issued only after the submission of Performance Security.

QUALITY ASSURANCE PLAN

Technical specification for all the items under schedule 'B' of this Tender work shall be confirming to applicable relevant I.S. codes for practices in force and detailed specifications of PWD department, Govt. of Maharashtra.

STANDARD TERMS AND CONDITIONS (WORKS AT SITE)

1) RATES» The accepted rates are on firm basis.

2) WORK ORDER VALUE» The total value of the contract is as given in the order. However, the payment will be made as per actuals.

3) A) SECURITY DEPOSIT »

1. The contractor will have to deposit 5 % of the contract value within seven days from the date of LOA / order as Security Deposit unless having deposited Permanent Deposit of Rs. Three Lakhs with the

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L.C.: 10.02.2025 17:09:32

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ANNEXURE-II
Page No: 2 of 5

PO NO.: KPKD/4500140846

Purchaser at each Power Station before starting the work.

2. The failure to make payment of security deposit within 7 days from the date of receipt of order as above will be viewed seriously and the contract awarded shall be liable to be terminated at the risk and cost of the Contractor and the Contractor shall be responsible for the consequences arising out of such termination.

3. The Security Deposit shall be paid in favour of Purchaser by way of:

a) Cash or

b) Demand draft on any Nationalized / Scheduled Bank in favour of Purchaser or

c) When the amount exceeds Rs. 1,00,000/-, the same can be paid either by cash/Demand Draft or in the form of Bank Guarantee from any nationalized Bank in favour of MAHAGENCO which shall be valid for the guarantee period as given in Guarantee Clause of the conditions of Tender and works in the standard form of the purchaser or

4 This Security Deposit in cash or in the form of Bank Guarantee or otherwise is for the due performance of the work and the same shall be liable to apportion towards amount due or becoming due by the contractor on his failure to execute this order or any other contract and in the event of non fulfilment of the terms and conditions of the contract

5 The Security Deposit shall be refunded on the expiry of the Guarantee period specified in condition Guarantee stated herein.

3) B) PERFORMANCE DEPOSIT / BANK GUARANTEE (if applicable) »

1. The contract performance deposit shall be of an amount equal to 10 % of the contract value and shall be paid by all the types of contractors. The Security Deposit paid by the contractor shall be refunded on furnishing the contract performance deposit within 30 days. The contract performance deposit can be furnished in either of the forms prescribed for Security Deposit.

2. The contract performance deposit shall be refunded within 90 days from the date of expiry of the Guarantee period. The Purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.

3. The contract performance deposit is intended to secure the performance of the contract for Guarantee period of the work carried out. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

4) AGREEMENT»

a) Where the amount or value of contract does not exceed five Lakh, the amount of stamp duty would be Rs. 500/-.

b) Where the amount or value of contract exceeds five Lakh, the amount of stamp duty would be Rs. 500/- plus 0.3 percent of the amount above rupees five Lakh subject to maximum of rupees twenty-five lakhs.

c) Original sign copy of Agreement Bond is to be submitted to Central Purchase Section (CPS) before starting of work & one photocopy to be submitted in Account Section with 1st RA Bill.

The agreement shall be made in Company's prescribed form, a copy of which is attached tender / Enquiry documents.

5) CONTRACT OPERATING AUTHORITY» The contract will be operative under the control of Section In charge or the Authorised Representative of the undersigned and the contractor shall have to follow the instructions given by the Contract Operating Authority, time to time.

6) DURATION / WORK COMPLETION OF THE CONTRACT» The duration / work completion of contract shall be 06 months from the date of receipt of order or actual commencement of the contract or till completion of order value whichever is earlier as per instruction of contract operating authority. Non-payment of wages with all statutory fulfilments to workers & poor workmanship will be treated as poor / unsatisfactory performance of the party and your order may be liable for termination.

7) SCOPE OF WORK AND SPECIFIC CONDITIONS» The scope of work & specific condition of the contract is given in separate sheet attached herewith. The work details are in brief & for your knowledge only. You will have to do all the related work as per requirement.

8) GUARANTEE » Contractor has to ensure proper quality of work & guarantee for works carried out by him for period of 12 Months. Any defect noticed during this period shall be attended by agency at his cost & risk. Contractor has to ensure proper quality of work during contract period.

9) PAYMENT» Payment Terms.....

1. Full payment will be released as per actual work done within 45 days after satisfactory completion of the work in all respect as per actual and submission of bill against recording of bill through SES.

2. The payment shall be released through RTGS (Real Time Gross System) / NEFT (National Electronic Fund Transfer). To facilitate this Contractor will have to furnish Name of the Bank & Branch, Bank Account

No. 15 digits, IFSC code 11 digit

3. Following documents as required in terms of order will have to be forwarded to Purchaser along with bills to facilitate payment.

a) Bill / Tax Invoice in triplicate on basis of rates accepted.

b) Certificate of Satisfactory Work completion within stipulated period jointly prepared with Contract Operating Authority

10) PENALTY»

a) If the work is not completed within stipulated period satisfactorily as per contract operating authority a penalty at the rate 1% per day for delayed days of work shall be imposed and recovered from your bills. However, maximum penalty to be imposed shall be to the extent of 10% of the contract value or as per the discretion of the competent authority.

b) If any manpower is not available for any day or found leaving site, amount equal to estimate for per occasion with 15% additional charges will be recovered.

11) Any amount or amounts which becomes payable by the contractor to this office under a particular contract may be deducted by this office from any amount / amounts due or becoming due for payment by this

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L.C.: 10.02.2025 17:09:32

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ANNEXURE-II
Page No: 3 of 5

PO NO.: KPKD/4500140846

office to the contractor under the same or any other contract with M.S.P.G.C.L.

12) INCOME TAX» The contractor's bill will be subject to recovery of Income Tax (at source) and other statutory, recovery if any.
13) GST» GST as per actual will be paid extra as per rule & applicability.

14) TDS» TDS will be deducted as per rule if applicable.

15) ELECTRICITY CHARGES» Electric supply if required for Welding, Cutting & Lighting will be provided by M.S.P.G.C.L. on chargeable basis. Amount equal to 0.5% of bill amount will be deducted from your bill on lump sum basis if applicable. Concerned Section In-Charge has to give remark in M. B. regarding applicability of electricity charges; otherwise it will be recovered from your bill.

16) REGISTRATION OF CONTRACT» Agency has to register the contract under Labour contract act 1971 & has to adhere to relevant formalities as per statutory laws & rules framed there from Time to time.
17) LABOUR LICENSE» Contractor should have labour license obtained from Labour Commissioner under contract labour Regulation & Abolition Act before the start of work & will have to submit the same to the contract operating authority as well as to MSPGCL's Welfare officer. If he fails contract may be cancelled at risk & cost of contractor. Labour License is applicable as per contract labour regulation & Abolition Act & Rules their under.

18) The contractor will be responsible to pay the damage to the property of Company or individual caused by his workers during the course of contract. If the contractor fails to pay the same, it will be recovered from his bills.

19) The company / contractor should prepare identification passes for all their employees entering power house premises (before commencement of their work as per work order) and get them countersigned by the Security In charge of the Power Station after submitting the list of such employees. Any change in manpower should be intimated to Section-In-Charge / Site Supervisor T.P.S. Khaperkheda. The identity passes should bear the name of the employees, Age, Sex, his employer's Name, date of issue and expiry. The copy of identity pass should be in possession of the employees, otherwise they will not be allowed to enter power station premises. Same should be returned to Security Section after contract is completed / over.

20) The undersigned reserves the right to terminate the contract at any time during the contract period by giving minimum 3 days' notice, if it is found that the contractor is not able to cope up with the work satisfactorily or if it is found that the smooth running of the Power Station may be effected, if the contract is continued.

21) Sub-letting the contract to any other party will not be permitted.

22) The quantities shown in the schedule may vary on either side limited to order value for which the contractor is not permitted to raise any disputes or claims. The quantities shown are indicative only.

23) The contractor will be responsible to make good the losses and extra expenditures incurred by the Company, due to improper execution of the contract. All such amount will be recovered from amount which becomes due for payment to the contractor and will result in the termination of the contract at any stage and if work of the remaining period of the contract is executed departmentally or through any other agency, the extra expenditure incurred will be recoverable from the contractor along with 15% Company's Supervisory Charges.

24) No compensation claimed for idle labour for any reasons will be entertained by the Company.

25) It is the responsibility of the contractor to maintain the discipline of his staff and any hindrance to the running of the Power Station or to the Companies Staff will be viewed seriously and will make contract liable for the termination by the Company without entertaining any claims from the contractor in this regard. Any damages to Company's property due to non-observance of safety measures will be recovered from the contractor.

26) All general tools and plants for execution of the work will have to be arranged / maintained by the contractor at his own cost & risk. Special tools equipment's will be arranged by M.S.P.G.C.L.

27) APPLICABILITY OF ESIC ACT» As Khaperkheda TPS is covered under ESIC scheme contractor has to Registered with ESIC authority & has to comply with all Rules & Regulations of ESIC Act. However, As directed by Ex. Director (HR) MAHAGENCO vide ltr. no. 1637, dtd. 07.02.2014, the contractor who are having less than 20 labours, are not getting registration code under ESIC Act 1948, such contractor can work without ESIC registration code but contract worker working in said contract will not get the benefit under ESIC Act 1948. Contractor shall bring this fact to the knowledge of contract labours. Undertaking to be given to contract operating authority before start of the work.

28) Work contractor should produce Police Verification Record of the workers engaged for the said work.

29) The contractor shall be responsible for compliance of all statutory obligations under The Factory Act-1948, The Payments of Wages Act-1936, The Workmen's Compensation Act-1923, The E. S. I. Act-1948, The Payment of Gratuity Act-1972, The Payment of Bonus Act-1965, The Minimum Wages Act-1948, The Contract Labour (Regulation & Abolition) Act-1970 and also be responsible for payment of employees contribution under E.P.F. and E.S.I.S. Act etc. in respect of his employees. The contractor has to submit along with the bills, the list of workers engaged during that period to the Company duly signed and permit the Company to deduct whatsoever the amount becomes due under various Act, from any of his bills. Contractor will have to give documentary evidence of paying minimum wages & allowances as per MAHAGENCO circular to all labours while producing the bill for payment against work done by him.

30) It will be the responsibility of the contractor to maintain various registers required under various Contract Act and has to produce the same to the undersigned or to the Govt. Authorities for inspection on demand at any time.

31) Labours required for the work shall be arranged by the contractor. The labour so engaged will be bound by rules and regulations of the Factory Act 1948. The teenager and the Women Labours should not be engaged. Further if any contractor's employee is found unsuitable by the undersigned or his representative he will have to be removed by the contractor providing other substitute. Preference should be given to the Local Project affected person.

32) It will be responsibility of the contractor to maintain up to date payment register of their labours. The Contract Operating Authority or any other representative of the undersigned may check the register so maintained at any time and if in case it is observed that the regular payment to the labour is not made the same will be deducted from the bills and necessary action which the Company deems fit will be taken

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L.C.: 10.02.2025 17:09:32

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ANNEXURE-II
Page No: 4 of 5

PO NO.: KPKD/4500140846

against the contractor.

33) JURISDICTION»All tender/ enquiry disputes or differences arising under out of or in connection with this contract, if not concluded, shall be subject to the exclusive jurisdiction of Nagpur court.

34) STANDARD SAFETY TERMS & CONDITIONS»

a) Contractor shall acquire knowledge of safety rules and regulations applicable to a type of work being undertaken against a particular Work Order.

b) Contractor shall deploy only such workers on the job who have basic knowledge of Safe-Work-Practices and are ready to practice them.

c) Contractor shall provide job required Personal Protective equipment's and ensure their use by the workers while on job.

d) Contractor shall maintain and allow use of only such lifting machines, chains, ropes and lifting tackles, Measuring Instruments, Machines or Equipment's which are examined and tested by a Competent Person once in a period of 12 months or as applicable and certificate to that effect shall be obtained and provided to the Contract Operating Authority before commencement of the work.

e) Contractor shall not allow welding and cutting work to start by the welder unless the welder and his co-worker get themselves fully reequipped with the eye, hand and leg protection. In case the unconnected workers are likely to get exposed to welding arc and cutting flame, contractor shall provide shielding to prevent other workers from exposure. A bucket full of water shall be kept ready to extinguish fire.

f) Contractor shall provide to his workers only T & P, which is in order and safe and without risk to the health of the workers.

g) Contractor shall fully understand the guidelines contained in Safety Policy, Road Safety Policy and Environment Policy and strictly follow Safety Order, Fire Order, Emergency Order and Environment Protection Order issued by the Authority.

h) Contractor shall own the responsibility of reporting the accident caused to a worker on job to a M.S.P.G.C.L. supervisor to facilitate immediate filling up the "Supervisors Accident Investigation Report" and shall provide medical treatment to the injured person and obtain Doctors Report in the prescribed format for onward transmission. Contractor shall also inform the date when the injured person resumes his duty after recovery.

i) Provisions under Section 7A and 7B of the factories Act 1948 regarding General Duties of the Occupier and General Duties of the Manufacturers or Suppliers respectively shall be applicable to the contractor under the contract awarded.

j) Deviations or default in respect of above points if noticed by the Safety Officer, shall attract penal action as deemed fit on the contractor under a particular contract. The penal action may be in the form of fine of Rs. 1000/- in the first instant which may extend up to Rs. 3000/- for repeated default and shall be deducted from any of the bill which is due for payment.

35) STANDARD SECURITY TERMS & CONDITIONS»

a) Contractor shall honour the procedures and rules pertaining to Security of the plant.

b) Contractor shall obtain Identity Gate Passes for the labours in the list duly approved by the Contract Operating Authority.

c) Contractor shall ensure that the labours engaged for the specific work shall not wander in the area other than the specified one.

d) Identify Gate Pass shall be seized or terminated with immediate effect in case of those who involve in the theft or in any kind of misconduct.

e) Contractor shall ensure that the labours shall not leave the place of work during the working period and shall not attempt to go out of premises without the valid gate pass.

f) Contractor shall engage only those labours who have clean police record.

36) SAFETY MEASURES»

a) Contractor shall use only such lifting tackles which are examined and tested by a competent person for which certificate so obtained shall remain valid at the time of using such lifting tackles.

b) Every portable electrical machine or tool shall have three wire systems with three pin plug arrangement at the end and contractor shall ensure use of above machine / tools with proper earthing before they are put to use.

c) In case the job involves hot work i.e., cutting / welding, the contractor shall ensure #

i. Work commencement only after obtaining valid work # permit.

ii. Use of continuous welding cable without joints.

iii. Keep two buckets full of water ready for being used one for quenching fire and other for dipping last bit of hot electrode to avoid fire.

iv. Use of welding screen and welding goggle by the welder and his assisting workman.

v. That the work place area should be free from any flammable dust, gases or fumes before commencing hot work.

vi. Providing safe coverage to arrest dropping of hot spatters in case hot work is being carried out at higher elevation.

d) Contractor shall ensure use of 24 volts hand lamp only while working on job, especially, into confined space like ducting, tanks, etc.

e) Contractor shall keep First Aid Box ready at work place. He shall also keep the arrangement ready to shift the injured person for medical treatment.

f) Contractor shall ensure removal of metal scrap and other waste material from work-place and their disposal at specified area i. e. to be deposited in Section Store / Major Store as per instruction of COA.

37) CONTRACTOR TO NOTE»

a) Contractor will pay his labours as per Minimum Wages Act, along with all statutory fulfillments.

b) Any minor details leftover should not be taken as waiver. The related work of item not mentioned in the schedule and if found necessary, will be binding on the contractor to execute.

c) MSPGCL reserves the right to modify / alter / delete / item quantity, if found necessary while placing order or during the course of execution / contract period without assigning any reasons.

Continue.. L.C.: 10.02.2025 17:09:32

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ANNEXURE-II
Page No: 5 of 5

PO NO.: KPKD/4500140846

- d) You have to provide adequate manpower required to carry out the work as per schedule & as per requirement of contract operating authority.
- e) "Contractor is responsible to issue the adequate PPE like Safety Shoes, Goggles, Face-Mask, Hand gloves & other required PPE as per the work & submit "PPE ISSUE CERTIFICATE" to operating authority along with the acknowledgement of workers while submitting first R. A. bill. Without certificate R. A. bill will not be finalized".
- f) Statutory Requirements » If statutory requirement are not fulfilled by the contractor within stipulated period then, MSPGCL will fulfill it & charges incurred along with 15% MSPGCL's supervision charges will be recovered from contractor.
- g) Contractor is responsible for Police Verification Report of all staff on his roll deployed during the contract period.
- h) You have to submit Medical Fitness certificate of labours from ESIC Hospital / Govt. Civil Surgeon / Authorized Doctor for industrial workers to Contract Operating Authority within 45 days from start of work. Otherwise your R. A. bill will not be released.
- i) Contractor has to provide Rain Suit to each contract labour of his contract once in every 2 years.
- j) Contractor has to ensure that worker engaged for the contract should not below 18 Years & above 60 Years age. This is as per Govt. rule.
- k) If agency fails to do the work, the same work will be carried out by other agency & the expenses will be recovered along with the 15% supervision charges as per standard terms & conditions, from the bill.
- 38) TOOLS AND TACKLES» All general tools and plants for execution of the work shall be arranged maintained by the contractor at his own cost & risk.
- 39) Please write within 7 days from the receipt of this work order if any clarification required as regard Term & Conditions, or otherwise it will be presumed that the work order with terms and conditions stipulated there in is accepted by you.
- 40) OTHER TERMS & CONDITIONS» In addition to the above, General terms & condition as per "TENDER / ENQUIRY Documents FOR WORKS" will form a part and parcel of this tender & wherever these conditions contradict, the conditions as stipulated above shall prevail.



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