

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD (CIN No.U40109MH2005SGCI53646)

Office of the Executive Engineer

EHV O & M Division-I, Pune

Block No.406, Administrative Building, 3rd Floor, Rasta Peth, Pune–411011 Phone No:7447440351 E-mail- ee6140@mahatransco.in

EE/EHV O&M Dn.-I/Pune/Tech./1734

Sub:-E- enquiry for upgradation of existing computers at Division office of EHV O&M Division -I, Pune.

Dear Sir,

Sealed and superscribed quotations are invited for the above work on **Item rate basis**, so as to reach this office on or before 06.10.2023 upto 11:00 Hrs. You are requested to quote your reasonable rate for the above work. The terms and conditions are as follows.

INSTRUCTION TO BIDDERS:

1) The offer should be submitted in two separate sealed envelopes contained in one main envelopes super scribing the subject.

Envelope 1: Should contain associated documents/Certificates/proof of qualifying pre-requisite Broachers attested certificate etc. such as,

- 1. Valid shop act & establishment registration/ NOC of Grampanchayat/ Udyog Adhar.
- 2. GST Registration no. (If applicable)
- 3. PAN Card.
- 4. Work experience certificate of similar type of work executed (not below the rank of Executive Engineer)

If validity of any license/certificate expires during order period, you will have to renew the same & submit the copy to this office. Payment will be affected for valid period only

- **Envelope 2:** 1)Price bid documents: This should contain only price bid in given schedule, not in any other format. After verifying full documents /certificated pre-qualification as above in envelope 1, if it is found that ,bidder fulfills the desired prerequisites, envelope 2. will be opened. If the same is not meeting the prerequisites, Envelope 2 shall not open.
- 2) Quotations with incomplete details submitted without sealing or superscripting not submitted in prescribed format etc. are liable to reject. Offer on fax or e-mail will not be accepted. This office will not be responsible for delay in postal transit. The agency should not submit 'conditional quotation' such conditional offer shall be liable for rejection.
- 3) The right to place an order for part or to cancel any or all quotations without assigning any reasons is reserved with this office.

TERMS AND CONDITIONS:-

1. ESTIMATED VALUE OF THE WORK: Estimated value of the work is **Rs.1,50,000/-** (Rs One Lakh Fifty Thousand Only).

Date: 25.09.2023

2. SCOPE OF WORK:-

Upgradation of existing computers at Division office of EHV O&M Division -I, Pune. Strictly as per specification mentioned in Schedule "A".

3. VALIDITY OF THE OFFER:

The offer submitted by the bidder must have a validity of minimum 90 days from the date of opening of Price bid. The bidder should submit their quotations complete in all respects before the submission date.

4. SIGNING OF CONTRACT/AGREEMENT:

The contractor shall enter into an agreement on Non Judicial Stamp paper amounting Rs. 500/- (As per estimated Amount) with the MSETCL within 07 days from the date of receipt of the work order. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim amount due or payable under the contract until the agreement is executed. The necessary stamp duty for the agreement shall be borne by the contractor.

5. SECURITY DEPOSIT:

The contractor have to pay the security deposit of 10 % of the estimated amount OR of the quoted amount whichever is higher, at EHV O&M Division-I, Pune within 07 days from placing of the work order. The security deposit can be paid by Cash/ NEFT/RTGS/Online payment/DD/BG/FDR in favour of Executive Engineer, EHV O&M Division-I, Pune. In case of DD/BG/FDR, the validity shall be upto 90 days from the due date of completion of work .

The security deposit will be refunded within 90 days from the date of completion of Guarantee period and by obtaining NOC from EHV O&M Division office.

Please note that the % of security deposit clause of the work order may vary as per rules and guidelines issued by MSETCL/Government from time to time and same will be binding on you.

6.WORK COMPLETION PERIOD:-

- A) The work of upgradation of computers at Division office of EHV O&M Division-I,Pune should be started within 7 days from the date of issue of work order and shall be completed within 15 days .
- B) The date of issue of work order will be considered as start date.

7.TIME THE ESSENCE OF CONTRACT: The time stipulated in the work order for the completion of works shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

8.WORKMANSHIP AND MATERIAL: All materials used in the manufacture shall be high graded, free from defects and imperfection, recent manufacture & unused. Materials shall, confirm to the latest specifications, where applicable & it should be as per MSETCL specification. All work shall be performed and completed in accordance with the best shop practice. Material Supplied by contractor should be inspected by Executive Engineer OR his

representative before starting the work. If Material is not as per MSETCL Standard & Specifications, then said material will be liable to reject.

MRC of supply shall be carried out jointly and signed by operating officer & the contractor.

Quality of work to be carried out should be strictly confirmed to our specification, otherwise same will be rejected and contractor has to do the same at his cost and risk only. All work shall be performed and completed in accordance with the best shop practice.

- A. Material shall be inspected & approved by the EE or his representative/operating officer.
- B. MRC & JMC of works shall be carried out jointly and signed by operating officer & the
- C. All above documents shall be submitted along with the bill. The prescribed formats will be issued with the final work order.
- **9.WARRANTY**: The material supplied should be warranted for a period of 03 years from date of installation.

10.SUPERVISION OF WORK: The work should be carried out under the supervision of the Executive Engineer. The work carried out without supervision will not be recorded and payment will not be released for such works which may please be noted. The prior permission from Executive Engineer O&M Div-I,Pune is to be taken by the contractor before starting the work.

11.The T&P/labour/machinery/equipment/material if required for the work shall be on contractor's account.

12.PENALTY:

- A) Delay in execution of work: If the contractor fails to complete the work in all respect in stipulated time as mentioned above, he will be liable to pay penalty at rate of ½ % per week subject to maximum limit of 10% of the total value of the order.
- B) **Performance of work:** During the contract period, if it is found that performance of work is unsatisfactory, the contract is liable for termination by giving 3 days prior notice by forfeiting security deposit.
- C) **Delay in starting the work**: If it is found that the contractor fails to execute the agreement / start the work within stipulated time period, the contract is liable for termination by giving 3 days prior notice by forfeiting security deposit.
- **13.TECHNICAL SKILLED PERSON:-** The contractors shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works. He shall also be responsible for any injury / accident to his employees, payment of compensations etc. as may required to be paid eventually, shall be borne by the contractor himself. The contractor should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.
- 14. <u>SUBMISSION OF TAX INVOICE</u>: The substation wise original tax invoice in triplicate shall be submitted to the Executive Engineer, EHV O&M Division-I, Pune as per Schedule 'A'. The bills must be submitted along with Material Receipt Certificate/joint measurement certificate signed by both parties.

SES for the executed work as per the actual quantity will be done by Division office. The payment will be effected by Division office accordingly, subject to availability of funds after receipt of the bills.

15.PAYMENT TERMS: 100% payment will be done after the work completion per occasion and on the submission of Tax Invoice as mentioned above.

- **16. TERMINATION OF CONTRACT WITH RISK & COST:** If the agency fails to complete the work fully as given in Schedule against the order, within the stipulated period, the Company shall be at liberty, with prior notice of 3 days, to get the work on account of and at the risk of the contractor. MSETCL will prefer a claim for the difference in price and for all expenses whatsoever incurred in getting the same work. The said claim shall be recovered from any payment due to the Contractor from MSETCL, i.e. from bills or deposit or on any account; such expenses will also include 15% Supervision charges. The owner reserves the right to Terminate / cancel the contract, in the event of the breach of contract in any respect or undue delay in execution of work / starting of the work.
- 17. Ideal labour hours:- In case of suspension of work or delay in work due to any reason or stay order of the Court of Law etc., no compensation will be paid by the MSETCL against idling of labours / idling of machinery etc., during the period.

18. The contractor shall have to make his own arrangement for Transport of man power, tools and Tackles in adequate quantity whenever required.

19.MODE OF PAYEMNT: The payment will be disbursed vide RTGS / NEFT by Division office.

20. DEDUCTION OF TAXES: Income Tax TDS @ 2 %, GST TDS @ 2% & labour cess @1% will be deducted from the contractor's bill.

21.RECOVERY: Whenever any recovery towards losses/damages/shortages etc. is applicable; the same shall be recovered from contractor's bill, as assessed by the Operating officer / Engineer-In-Charge. Recovery other than mentioned in work order placed to successful bidder will be done after consent of both parties.

- **22. FORCE MAJEURE:** Only the following conditions shall be considered for the purpose of this clause.
 - a. Natural Phenomenon such as floods, Draughts, Earthquakes, Epidemics etc.
 - b. Acts of any Government, Domestic or Foreign such as war (declared or undeclared) quarantines, embargoes.

The party affected by 'Force Measure' shall within 15 days of the occurrence of such a cause notify the MSETCL in writing with sufficient documentary proof. The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by mutual agreement.

23.SUBLETTING THE CONTRACT: The contract or any part thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted, it shall be responsibility of the principal contractor to whom the work order originally issued to execute the works as per the terms of the contract.

24.DETAILS CONFIDENTIAL:The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish or share any information, drawing or photograph concerning the works and shall not use the site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

25.JURISDICTION: All disputes, differences related to the tender contract shall be subject to the exclusive jurisdiction of Pune District Court.

26.COMPENSATION: If any accident occurs to any of your worker / your Supervisor / or outsiders while carrying out the work, same will be on your account. The MSETCL will not be responsible for such accident/compensation payment etc.

27.LOSS OF MATERIAL: You will have to keep your material in safe custody at your end. The MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for your staff will not be provided by the MSETCL.

28.In case of any dispute whatsoever, regarding interpretation of the terms and conditions, or quality, the decision of the Executive Engineer, EHV O&M Division- I Pune will be final and binding on the contractor.

29.All other Standard Terms and conditions prescribed by MSETCL, regarding works, which are not specifically stated here, are also applicable to this contract and shall also form a part of the contract and shall be binding on the successful bidder.

30. The undersigned reserves right to Accept/Reject/Cancel the above enquiry.

Encl: Schedule A.

Yours faithfully,

Sd/-(V.V.Borkar) Executive Engineer EHV O&M Division- I, Pune.

Copy s.w.rs to: 1. The Superintending Engineer, EHV O&M Circle, Pune

Copy to: 1. The Dy. Manager (F&A), Division- I, Pune.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

EHV O&M DIVISION-I, PUNE SCHEDULE "A"

Subject: Upgradation of existing computers at Division office of EHV O&M Division -I, Pune

SN	Particulars of Item	Unit	Qty.	Ex. Works	Unit Rate with GST	Amount
1	Upgradation of existing Computer (Desktop) to i3 Processor,04 GB RAM, 1 TB HDD, 18.5 "/19" Monitor, Windows 10 Pro., 03 Years warranty)	No	03			
Total						

Sd/-

(V.V.Borkar) Executive Engineer EHV O&M Division-I, Pune.