

From -: Executive Engineer,
Name of the Office -: EHV(O&M) Division Office, Dhule
Office Address-: 132kv S/s, Dhule Colony Premises, Mohadi,
Mumbai- Agra Highway,
Malegaon Road, Dhule, 424 001(Maharashtra)
Contact No.-: 02562-239018 (O) Fax- 239019
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Ref No. EE/EHV (O&M)/Dn./DHL/Tech/ No. 233

Date:-25.02.2025

“E-ENQUIRY No. 42 /2024-25 LETTER”

Sub: - Enquiry for Annual maintenance contract for the work of service and repair of PC, Laptop, Printers, UPS, LAN etc. works at various EHV Substation, Sub-division, Division Office under EHV (O&M) Division, Dhule as and when required.

Dear Sir,

With reference to the above, please offer your lowest rates as per the enclosed schedule 'A' for the **work of service and repair of PC, Laptop, Printers, UPS, LAN etc. works at various EHV Substation, Sub-division, Division Office under EHV (O&M) Division, Dhule as and when required, under EHV O&M Division, Dhule.**

Please note the following.

TERMS AND CONDITIONS

- 1. Due Date:** The Quotations giving full particulars should reach to this office on before **date.12.03.2025, up to 13.00 Hrs. positively.** (The quotations should be properly sealed and super scribed with the envelopes) **Agency should have to pay Rs. 100/- against enquiry Quotation Fees by online mode to this office & copy of receipt attached with quotation.**
- 2. Scope of Works:** Annual maintenance contract for the work of service and repair of PC, Laptop, Printers, UPS, LAN etc. works at various EHV Substation, Sub-division, Division Office under EHV (O&M) Division, Dhule as and when required. As per schedule-A
- 3. Quoted Rates:** You are requested to quote your unit rates for the items mentioned in the schedule-A.
- 4. Payment:** On completion of the job, the bill (in triplicate) should be submitted to the Ex. Engineer EHV O&M Division office. The concerned Engineer will provide work completion certificate, delivery Challan, MOM/JMC, Guarantee certificate to division office along MIGO/SES as applicable. The payment will be effected by this office within a reasonable time as per actual work done.
- 5. Documents required to be attached along with offer:** - Quotations not complying with the requirements and certificates enlisted may not be considered. Right to accept / reject any or all quotations or part thereof is reserved by the undersigned.
A) Technical Bid (Qualifying Requirement): - Bidder should upload the following digitally scan copies of original documents / certificates online in 'notes & attachments' tab in RFx.
a) STATUTORY QUALIFYING CRITERIA:
 - The bidder should be registered under **Goods & Services tax Act (GST) under GST Act and submit GSTR-3B of last 3 months returns** – Proof thereof.
 - The bidder should be registered under **P. F. Act and ECR Challan** copies of last 3 months. –Proof thereof.
 - The bidder should have to submit registration of firm under Bombay shop & establishment Act under company's Act.

Note: The original colour scan copy should be uploaded as bid documents in support of statutory qualifying criteria i.e. statutory licenses/registration. The attested / notarized photocopies of the same will not be entertained.

b) TECHNICAL QUALIFYING CRITERIA:

I. The bidder should have, The Bidder should have, in last **07 years** executed the **work of Annual maintenance contract for the work of service and repair of PC, Laptop, Printers, UPS, LAN etc. & associated equipments works in MSETCL, other STU, Govt. Organization /institutes** for amounting as follows;

a. **One** completed work order for any of the above-mentioned works having costing not less than the amount equals to **80%** of the estimated amount.

OR

b. **Two** completed work order for any of the above-mentioned works having each costing not less than the amount equals to **50%** of the estimated amount.

OR

c. **Three** completed work order for any of the above-mentioned works having each costing not less than the amount equals to **40%** of the estimated amount.

II. The bidder should submit the user's certificate for satisfactory completion of works as mentioned above duly signed by authority not below the rank of Executive Engineer or equivalent in case of Government works along with the original copy of work orders of works mentioned in the certificate. The owner reserves the rights to accept / reject the Bid.

c) FINANCIAL QUALIFYING CRITERIA:

i. **Turnover:** The **average annual financial turnover** of the bidder during last three financial years should not below than **60%** of estimated cost of subject tender. The bidder should submit the certificate of turnover through **Unique Document Identification Number (UDIN)** duly certified by Practicing Chartered Accountant for preceding (last) 03 financial year on the basis of audited financial statement.

ii. **Net – Worth:** The bidder should have **Net Worth** (which is defined as “Equity share capital + Total Reserves - Revaluation Reserves - Intangible assets - Miscellaneous expenditure to the extent not written off and carry forward losses”) of not less than **25%** (Twenty Five Percent) value of estimated cost of tender. The bidder should submit the statement of Net Worth through **Unique Document Identification Number (UDIN)** duly certified by the Practicing Chartered Accountant.

OR

The bidder should have submitted the valid **Solvency certificate** of **25% (Twenty Five percent)** of estimated cost from any **scheduled or Nationalized Bank (Within six months from tender submission date)**.

iii. Copy of PAN card, IT returns, Audited profit & loss statement & balance sheet of last three financial years.

Note: The original colour scan copy should be uploaded as bid documents in support of financial qualifying criteria. The attested/notarized photo copies of the same will not be entertained. The duly audited, verified and certified figures from chartered accountant will be considered for annual turnover and net worth. The provisional certificates (if any) will be not be entertained.

d) PAYMENT OF ENQUIRY FEES :

i. The bidder should have to pay appropriate (100/-) Enquiry fee online compulsory.

e) OTHER MANDATORY DOCUMENTS FOR VALID BID :

i. List of technical employees along with their qualifications & list of Tools & Plants.

ii. Partnership deed of Bidder if a partnership firm. (If applicable)

iii. **Undertaking for acceptance of all the terms & conditions** of tender documents & MSETCL's standard terms & conditions on valid company's/firm's letter head as per **Annexure-B** enclosed.

iv. Bidders have to submit an undertaking in the attached **Annexure-G** declaring that their Firm is not Debarred/Blacklisted by Government/Semi Government/Other Power Utilities, anywhere.

If it is revealed that the participating Bidder is Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utility, anywhere, the Offer of such Bidder shall be liable for rejection at any stage of Tendering process.

Further, it is revealed that the successful Bidder is Debarred/Blacklisted by any Government/Semi-

Government/Other Power Utility, anywhere then Order of such Bidder shall be liable for termination at any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising there from.

- v. Bidders have to submit an undertaking in the attached **Annexure- C** regarding submission of correct documents against the tender, on Non-judicial Stamp of appropriate amount (Rs. 500/-).
- vi. The price variation (PV) clause is not applicable for this tender.
- vii. The JV/Consortium clause is not applicable for this tender.

The owner reserved the rights to relax any or all conditions without assigning any reason thereof. 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.

6. Taxes & Duties: The rates are including of all taxes, Material & Labour charges & incidental charges, labour cess as per prevailing Govt. rules & regulations , relevant act Excluding **GST only**. All other local taxes if any shall be in your accounts.

7. Security Deposit:

The Bidder will have to pay security deposit within 14 days from the date of receipt of intimation from this office, amounting to 10% of the value of the contract in the form of Cash/FDR/BG / D.D only. D.D. should be of any nationalized bank in the name of Executive Engineer, EHV O&M Division, and Dhule payable to Dhule. If the agency is submitting BG, it should be of nationalized bank only, in the name of Executive Engineer, EHV O&M Division, Dhule payable to Dhule to EHV O&M Division, Dhule. In this case, the BG should be valid up to the expiry of contract period. The detail order will be placed after payment of SD & submission of Agreement. The security deposit will be refunded only after satisfactory completion of contract period. For the offers received below the estimated cost of tender, the amount of SD/ Performance Bank Guarantee shall be applicable as under.

Table for Sr.no.6.8					
Sr.no.	Offer Received	SD	ASD for Offer	ASD for Offer	ASD for Offer
		Works including Supply	upto 10% below	between 10% to 15% below	below 15% or more
1	At Par or Above	10%	--		
2	Up to 10% Below	10%	01%		
3	between 10% to 15% below	10%	01%	01% for every 01% or part thereof more than 10%	
4	below 15% or more	10%	01%	05%	02% for every 01% or part thereof more than 15%

8. Agreement: - The successful bidder shall also execute a stamped contract agreement with the MSETCL at EHV (O&M) Circle, Bhusawal on his own cost in the Company's standard forms as per the provision of "Mumbai Mudrank Adhiniyam 1958, Clause No. 34". The contractor shall enter into a contract agreement with the MSETCL within 14 days from the date of receipt of work order/LOI & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. The necessary stamp duty for the agreement shall be borne by the contractor.

9. Any incidental charges, labour cess, all other local taxes if any will be borne by agency at their own cost. The rates would be valid till the completion of the order.

10. **PERIOD OF CONTRACT:** The contract period of entire work of is **one year**. The work is to be completed within stipulated time period/minimum time period on top priority

11. **Comprehensive Insurance-:** The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and the interest of the Owner, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the Contractor. The Contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract. All the insurance cover shall be procured by the contractor from Director of Insurance, Govt. Insurance Fund, Govt. of Maharashtra, MHADA Bhavan, 264, First Floor, Bandra (East), Mumbai- 400 051 under direct method. The Nodal Officer, MSETCL shall ensure that all the insurance policies are obtained as above and copies of the same submitted to his office before commencement of work. Further it is responsibility of

agency to insure the validity / renewal of policy till successful commissioning of work. As per the directives of Govt. of Maharashtra GR No-Sankiran 2018/Pr.Kr.47/CR 174/vimaprakashandtd 13.07.2022, the concerned authority of MSETCL shall recover 1% of contract value,(if Contract value is more than 25 Lakhs and contractor are not followed the aforesaid directives) and 1/2 % of contract value (if Contract value is less than 25 Lakhs). The same amount deposit with Director of Insurance , Govt. of Maharashtra , Mumbai by cheque/DD with complete details of contract. In this case any say of contractor will not be entertained. The recovered amount against insurance shall be deposited by payment disbursing authority of tender.

12. All tools, plant & machinery required for this work will have to be arranged by the agency at its own cost
13. **Execution of work:** The agency shall take prompt action in planning the work in consultation with the Executive Engineer EHV, O&M Division Dhule or representative. The above work is to be carried out in consultation with the Substation Maintenance Sub division Incharge /or concerned. The work should be carried out to the full satisfaction of undersigned & the concerned Engineer in charge.
14. No compensation shall be allowed for any delay caused in starting of work in the case of clearance works, for any delay in according sanction to the estimation. The time stipulated in the order for the completion of the work shall be deemed to be the Essence of contract. The contractor shall so organize his resources & perform his work as to complete the work within stipulated time period. The quantity indicated in schedule 'A, B' are approximate & only indicative. The actual quantities may vary. The payment will be made on actual measurement basis.
15. **Penalty:** If the work is not completed within stipulated period the penalty @ ½% per week subject to maximum 5% of the order value of work, will be levied. If you fail to carry out the work in full or in part, S.D. in that case will be forfeited by MSETCL.
16. **Labour Cess-:** Labour Cess @1% under the building & other construction workers welfare cess act.1996 & rate made there under shall be deducted on total cost of contract value.
17. **GUARANTEE PERIOD:**
 - a. The bidder shall warranty / guarantee that, the equipments/material supplied by him will be new and in accordance with contract documents & will be free from defects in material and workmanship for a period of 12 months from the date of final acceptance of works by MSETCL. Any defects developed due to defective materials and / or workmanship during testing and commissioning of equipments or during the guarantee period of **12 months** from the date of final acceptance of work by MSETCL, shall be rectified or made good by the bidder at his own cost.
 - b. The bidder's liability shall be limited to repair / replacement of any defective part in the equipment of his own manufacturer or those of his sub-bidder and arising from faulty design, materials and / or workmanship. All cost for the repair and / or replacement of defective part such as dismantling, re-erection, supply, transportation etc. shall be to the account of bidder.
18. **Precautions:** The contractor should take all precautions at his own cost until handing over the materials to the MSETCL.
19. **Sub-letting of contract:** The contract or any part thereof shall not be assigned, transferred, or sub – let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principle contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.
20. **MSETCL DECISION FINAL:**

If any time question or difference shall arise between the bidder and Engineer-in-charge the decision of Executive Engineer will be final and binding on both parties.
21. **OUTBREAK OF WAR:**
 - (i) If during the currency of the contract there shall be an outbreak of war (whether declared or not) which whether financially or otherwise materially affects the execution of the work, the bidder shall unless and until the contract is terminated under the provisions in this clause, continue to use his best endeavour to complete the execution of the works provided always that the owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving notice in writing to the bidder and upon such notice being given, this contract shall (save as to the rights of the parties under this clause and to the operation of clauses entitled settlement of Dispute-Arbitration) hereof be terminated but without prejudice to the rights of either parties in respect of any antecedent breach thereof, dice to the rights of either parties in respect of any antecedent breach thereof.

- (ii) If the contract shall be terminated under the provisions of the above clause, the bidder shall with all reasonable diligence, remove from the site all the bidders equipment and shall give similar facilities to his sub-contractors to do so.
- (iii) If the contract shall be terminated as aforesaid, the bidder shall be paid by the owner (in so far as such amounts or items shall not have already been covered by on account payment made to the contractor) for all work executed and accepted by the Engineer prior to the date of termination at the rates and prices provided in the contract.
- (iv) In the event of any dispute about the price of the works and portion of the payment to be made to the bidder, the decision of the Engineer in charge shall be final.
- (v) The bidder will be further required to transfer the title and provide the owned with the following detailed works and as directed by the owner.
 - a) Any completed works.
 - b) Such partially completed works including drawings, information's and contract rights as the bidder has specifically performed, produced or acquired for the performance of the contract.

22. FORCE MEASURE:

- A. The following causes that substantially affect the performance of the contract shall only be considered as force measure condition.
 - a. Natural phenomena including floods, droughts, earthquakes and epidemics.
 - b. Acts of any government, domestic or foreign including war, declared or undeclared, priorities, quarantines, embargoes.
 - c. Provided the party affected by the "force Measure" shall within fifteen (15) days from the occurrence of such a case, notify the other party in writing of such cause with sufficient documentary proof.
- B. Notwithstanding any provision under 13A the owner shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of any contract or for any delay in performance thereof in consequence of strikes, shortages combination of labour or workman or lockout, breakdown or accident to machinery or accidents of what so ever nature, failure on the part of the railways to supply, sufficient wagons to carry essential raw materials etc. and furnished produces from the stores etc. These causes shall not be treated as "Force majeure" but subject to the provision and stipulation made in clause of liquidated damages of late delivery.
- C. The Bidder or the owner shall not be liable for delays in performing their respective obligations resulting from any force measure causes as defined above, the date of completion will be extended for the reasonable time by mutual agreement.
- D. In case of damage or destruction of any property or equipments belonging to the contractor due to force measure causes, the owner shall not be liable for same.
- E. The owner shall have the right to inform the bidder not to slip any part of the equipment due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any extra charge for storage for a reasonable time.

23. RECESSION OF CONTRACT AND FORFEITING OF DEPOSIT:

The contract shall not be assigned or sublet without written approval of the Engineer-in-charge, And, if the bidder shall assign or sublet his contract or attempts, so to do or become insolvent or commence any proceeding to be adjudicated an insolvent or make any compensation with his creditors or attempts so to do, the Engineer-in-charge, may be notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the bidder or any of his servants or agents, to any person in the employee of the Board in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may by notice in writing rescind the contract. In the event of contract being rescinded the Security Deposit of the contract or shall thereupon stand forfeited and be absolutely at the disposal of the Board and the same consequences shall ensure as if the contract had been rescinded under clause 4 hereof and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

24. DECISION OF EXECUTIVE ENGINEER TO BE FINAL:

Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Executive Engineer shall be final conclusive and

binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

25. ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:

Submission of quotation or acceptance of work order shall be treated as acceptance of these conditions of the Enquiry by bidder.

26. INDEMNIFICATION OF OWNER:

The bidder 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 bidder shall necessarily indemnify the Owner in all these respects and the indemnifications and insurance policy shall be to the approval of Engineer. The recommended values for the third party insurance policy to be taken by the contractor are as bellows:

- | | |
|--|------------------|
| a) Maximum liability for injury to any person | Rs. 3,00,000.00 |
| b) Maximum liability for any one accident | Rs. 6,00,000.00 |
| c). Maximum liability for total number of Accidents during the contract period | Rs. 30,00,000.00 |

If the total liability excess Rs. 30.00 Lakhs prior to completion of the work then the bidder 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.\

27. ARBITRATION

(i) The matters to be determined by the Executive Engineer:

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 supply of the material or after its completion/successful supply of the materials and whether before or after the determination of the contract, shall be referred by the contractor to the C.E. and the C.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.

(ii) Demand for Arbitration:

(i) 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 MSETCL of any certificate to which the contractor may claim to be entitled to, or if the C.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 MSETCL.

(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 Company shall submit its defense 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.

(iv) No new claim shall be added during the proceeding by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(v) 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 Board, that the final bill is ready for payment, he/they will be

deemed to have waived his/their claim(s) and the Board shall be discharged and released of all liabilities under the contract in respect of these claims.

(iii) Obligation during tendency 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 Board shall be withheld because 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 total value of all claims in question added together do not exceed Rs. 1,00,00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the MSETCL or serving or retired officer of the Board/Government not below the grade of C.E. or equivalent nominated by the Chairman of the Board 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 Company.
- ii. In case 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 MSETCL/Govt. not below the grade of C.E. /C.A.O. as the Arbitrators. For this purpose, the Board will send a panel of more than 3 names of arbitrators of one or more department of the MSETCL/Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The Chairman 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/officer or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the chairman shall appoint new arbitrator/s 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 as opportunity to deal with the matter to which the contract relates or who in the course of his/their duties as Boards 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 itemwise, 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 on 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 Board from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crores, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25000/and the fees payable per arbitrator for claims over Rs. one Crores, 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. /MSETCL shall draw fees at half of the rates mentioned above.

- xii. Board shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the 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. Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration Proceedings under this clause. In case the contractor (s) falls within the ambit of Small Scale & Ancillary Industrial Undertakings Act, 1993, following clause regarding payment shall be incorporated:
- 28. ACCIDENT:** If any accident occurs to the labour skilled or unskilled, compensation if any is to be paid by the Bidder at his cost.
- 29. TIME IS THE ESSENCE OF CONTRACT :**
- The time stipulated in the contract for the completion of the work shall be deemed to be the Essence of the Contract. The Bidder shall so organize his resources and perform his work as to complete the work within stipulated time period.
 - The Bidder shall submit the activity wise bar chart within the time frame agreed, consisting of adequate number of activities covering various key phases of work. Also clearly indicating the completion period for various groups of activities. This bar chart shall also indicate the interface facilities (e.g. outage approval, drawing approval etc.) to be provided by MSETCL and the dates by which such facilities are needed. The bidder shall discuss the bar chart so submitted with the MSETCL and the agreed bar chart which may be in the form as submitted or in revised form in line with the outcome of discussion shall form the part of the contract. During the performance of the contract, if in the opinion of the Engineer In-charge progress is not maintained, suitable changes shall be made in the bidders operation to insure proper progress.
 - The above bar chart shall be reviewed and the monthly progress report shall be submitted by bidder as directed by the Engineer In-charge.
- 30. LIQUIDATED DAMAGES(Panelty):**
- If the bidder fails to complete all the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.
 - The Liquidated damage shall be levied at the rate of ½ % (Half Percent) on the delayed portion per week of delay, subject to the maximum of 10 % of the contract price for the **entire scope of the work.(total contract value)**
 - 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.
- 31. RISK & Cost:** If Bidder fail to execute the work, it will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting the EMD/security deposit & the balance work will be get done from other bidder at your risk & cost.
- 32. BIDDER'S EMPLOYEES:** Bidder will have to employ and provide on site only such employees who are skilled and experienced for execution and supervision of works. Bidder will have to provide housing accommodations to his employees. Bidder will also responsible for any injury/accident to his employees. Payments of compensations for any accidents etc. as may required to be paid eventually shall be borne by the Bidder. Bidder should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventually.
- 33. DAMAGE TO PERSONS AND PROPERTY:** Bidder will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
- 34. APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** Notwithstand-ing anything stated here, the MSETCL's General Terms & Conditions of Contract shall be applicable to the contract as far as they are applicable to your contract.
- 35. TERMINATIONS OF CONTRACT:** The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of the breach of contract in any respect or undue delay in execution of works /starting of the works.

36. The bidder will be solely responsible for the information uploaded/furnished in the qualifying criteria as mentioned in the tender document. If any wrong information furnished/uploaded by the bidder & if in future any such situation arises, the legal action will be initiated against him at his own cost.

37. JURISDICTION: All the disputes arising out of this contract shall have exclusive jurisdiction of court in Dhule.

38. Particulars of work (Detail description of Service / Materials) given in schedule-A of Legacy work order is final for any Dispute arised out of this contract.

Enclosed: -Schedule A

Yours Faithfully,

Sd/-

**Executive Engineer
EHV (O&M) Division, MSETCL, Dhule.**

Copy s.w.r. to: -

The Superintending Engineer, EHV O&M Circle, Bhusawal. (By email)

Copy to:-

1. The Add.EE, All 220kV Substations /Sdn in charge.(by mail)
2. The DyEE, All 132KV SSI.(by Mail)
3. The Dy. Manager [F&A], EHV O&M Division, Dhule. (By email)
4. The Web Master, MSETCL.(By email)

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

EHV (O&M) division, Dhule.

Schedule-A

Sub:- Annual maintenance contract for the work of service and repair of PC, Laptop, Printers, UPS, LAN etc. works at various EHV Substation, Sub-division, Division Office under EHV (O&M) Division, Dhule.

Sr. No	Product Number	Description	Unit	Qty	Basic rate without GST	Rate including 18% GST
1	2	3	4	5	6	7
1	500020010	Intel Core i3 Processor	EA	1		
2	500020011	Intel Core i5 Processor	EA	1		
3	500003700	PC Motherboard	EA	1		
4	500008291	6 USB Ports Motherboard (Intel)	EA	1		
5	500013354	400W SMPS	EA	1		
6	500014608	Microprocessor Fan	EA	1		
7	500027570	8GB DDR4 RAM for Desktop	EA	1		
8	500013879	1TB SATA HDD for Desktop	EA	1		
9	500027341	256GB SATA SSD for Desktop	EA	1		
10	500008301	DVD 8 X Rewriter R/RW Drvie	EA	1		
11	500007065	Optical/Laser Mouse	EA	1		
12	500008302	Multimedia 104 Keys Keyboard wt USB port	EA	1		
13	500022080	Wireless PC Keyboard	EA	1		
14	500018207	Wireless Mouse	EA	1		
15	500003706	PC Monitor	EA	1		
16	500003602	600VA 1Ø UPS	EA	1		
17	500017529	Mouse Pad	EA	1		
18	500022382	CMOS Battery	EA	1		
19	500005943	6A Spike Guard wt 5 Socket	EA	1		
20	500014606	USB Extend Cable	EA	1		
21	500026408	Windows 10 Professional Software	EA	1		
22	500028195	MS-Office 2021 Professional License	EA	1		
23	500024796	Laptop Processor	EA	1		
24	500013811	Σ 150 Motherboard wt Crone & Connector	EA	1		
25	500026402	4GB DDR4 RAM for Laptop	EA	1		
26	500026403	8GB DDR4 RAM for Laptop	EA	1		
27	500019853	1TB Laptop HDD	EA	1		
28	500027937	512GB SATA SSD for Desktop	EA	1		
29	500018213	Laptop Keyboard	EA	1		
30	500008702	Display TFT Screen for Laptop	EA	1		
31	500020881	HP Compaq 3.6V 500mAH Ni-MH Battery	m	1		
32	500016509	Laptop Charger	EA	1		
33	500012450	75mm long CP hinges	EA	1		
34	500008859	HP Laserjet 1020/1022 Printer Cartridge	EA	1		
35	500014616	Laser Black Toner Cartridge	EA	1		
36	500014983	Canon Photocopier M/c Toner	EA	1		
37	500014605	CPU Power Cord	EA	1		
38	500018208	Laser Printer's Power Board	EA	1		
39	500018476	Printer Logic Card	EA	1		
40	500014604	2m 3 Pin Desktop Power Cord	EA	1		

41	500014391	HP8150 Printer Scanner Assy	EA	1		
42	500012714	HP3055 laser Printer CCD unit	EA	1		
43	500019824	Printer Toner Magnetic Roller	EA	1		
44	500014613	Toner PCR	EA	1		
45	500018216	Laser Printer Toner Viper Blade	EA	1		
46	500014611	Printer Toner Drum	EA	1		
47	500025706	Printer Toner Pickup Roller	EA	1		
48	500025708	Printer Paper Sensor	EA	1		
49	500015723	Printer Teflon	EA	1		
50	500015724	Printer Pressure Roller	EA	1		
51	500025233	Printer A4 Paper Feed Roller Pickup	EA	1		
52	500021482	O/d Data Cable	EA	1		
53	500014604	2m 3 Pin Desktop Power Cord	EA	1		
54	500019402	16GB Pen Drive	EA	1		
55	500019403	32GB Pen Drive	EA	1		
56	500015602	1TB External HDD	EA	1		
57	500022467	WiFi Network Dongle	EA	1		
58	500005929	2m Cat-6 UTP Patch Cord	EA	1		
59	500003667	Cat-6 STP Ethernet Cable	EA	1		
60	500000296	Fiber Optic Cable	EA	1		
61	500023055	L-3 LAN Switch for Management LAN	EA	1		
62	500014313	8 Port 10/100/1000Mbps Switch	EA	1		
63	500013862	16 Port GB Managed Ethernet Switch	EA	1		
64	500005932	24 Port 10/100/1000Mbps Switch	EA	1		
65	500018548	48 Port Giga Fiber Port Switch	EA	1		
66	500023602	LAN Port Single Faceplate wt Back box	EA	1		
67	500008105	Fiber Optic Commun. Cable wt Converters	EA	1		
68	500003668	LAN- Router	EA	1		
69	AMC for computers					
i	50009451	Formatting of PC (Computer)	EA	1		
ii	50004636	Refill Printer Toner	EA	1		
iii	50009461	Refill Cartridge of Printer	EA	1		
iv	50014101	AMC (cleaning & maintain) for printers	EA	1		
v	50007160	AMC for PC	EA	1		
vii	50007167	AMC for All-in-one & Network Printer	EA	1		

The Total Estimate Amount limited upto Rs. 5,00,000/- only including GST @18%

**Sd/-
Executive Engineer
EHV (O&M) Division, MSETCL, Dhule.**

Annexure-B

UNDERTAKING

(This undertaking should be given on company's / firm letter head)

TO

Executive Engineer
EHVO&M Division
MSETCL, Dhule.

Dear Sir,

We hereby offer

_____.

as detailed in your e-tender and in accordance with the terms and conditions thereof.

We have carefully perused the above e-tender specification connected with the work and agree to abide by the same.

We also agree to pay Security Deposit and to give the Contract agreement as per your requirements in case we are the successful Bidders and we have accepted all terms & conditions of the tender specification.

CERTIFICATE:

I/We agree to carry out the works at the rates herein e-tendered by me/us subject to the conditions of e-tender which I/We have carefully read and that I/We thoroughly understood and to which I/We agree. I/We hereby agree to keep this offer open up to the date as indicated in E-Tender Details and shall be bound by communication of acceptance dispatched within the validity period.

We further agree to execute the contract if awarded referred to in your E-tender specification as per the terms and conditions specified therein.

We are uploading this undertaking here with as per the e-tender.

Seal & Signature of Bidder

ANNEXURE-G

Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities

I/We hereby declare that I/We is/are participating in MSETCL's Tender No.

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are not Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge and belief.

I/We hereby agree that in case My Firm/We are Debarred/Blacklisted by Any Government/ Semi-Government/ Other power Utilities, anywhere, My/Our Offer is liable for rejection at any stage of Tendering process as per Tender Conditions.

Further, I/We hereby understand and agree that in case My Firm/We, are Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere, My/Our Order is liable for termination at any stage of Order execution process and My Firm/We shall be solely responsible for the consequences arising out of it.

**Authorized Signatory
Seal of the Firm**

Non-judicial Stamp of appropriate amount
(Presently Rs. 500/-)

ANNEXURE-C
UNDERTAKING

I/We, _____ authorized signatory of M/s. _____ solemnly declare that:

- 1) I/We am/are submitting the bid against the tender No. _____ & I/We offer to execute the work in accordance with all the terms, conditions & provisions of the bid.
- 2) I/We hereby confirm that all the documents submitted by us in hard as well as soft form (self-documents & third party documents) are genuine, authentic, true & valid.
- 3) I/We am/are obliged to present the original documents/certificates for verification, wherever called for, by any authority of MSETCL.
- 4) Further, all information furnished by us in respect of fulfilling of eligibility criteria & qualification information of this tender is complete, correct & true to the best of our knowledge and belief and nothing has been concealed therein.
- 5) If, any information or document submitted is found to be false/incorrect/misleading/misrepresenting at any time, MSETCL may reject my bid & take action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including Earnest Money/Security Deposit & debarment/blacklisting of our firm.

Yours faithfully,
(Authorized Signatory)
Name, Signature & Seal/Stamp of the bidder
Place:
Date: