

TERMS AND CONDITIONS OF CONTRACT

1) SIGNING OF CONTRACT:

Within 7 days from the date of the receipt of this work order, the contractor shall enter into an agreement with the Company, in the prescribed format. Until the agreement is executed, the company will not be liable to pay, nor shall the contractor be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by the contractor.

2) SCOPE OF WORKS:

The scope of works includes providing of Skilled Jr. Technicians Testing Unit Satara under Testing Division Karad. The desired qualification of the outsourced employees shall be as prescribed below.

* ITI certified technicians in Electrician Trade with NCTVT. While the other safety tools will be provided from MSETCL, the technicians deployed should be provided with proper safety shoes.

The expectations from the deployed are

- i) Between 21 & 40 years of age.
- ii) In good physical & mental health, devoid of bad habits like drinking etc.
- iii) Polite & well behaved.

4) SECURITY DEPOSIT:

You should pay security deposit equivalent to 2.5% of the value of the order. Security Deposit is payable by (a) Cash (b) D.D. (c) Bank Guarantee from a nationalized scheduled Bank. The S.D. will be refunded after satisfactory completion of the work

5) CONTRACT PERIOD:

12 Months from actual engaging the employees or till the end of the order amount value whichever is earlier. Also if same Work order will be place at circle level then this work order will be automatically cancelled.

6) OPERATING AUTHORITY:

The Executive Engineer, Testing Division, Karad will operate this contract.

7) PAYMENT OF BILL:

The monthly bill in triplicate should be submitted to the Testing division Karad at the end of each month along with the attendance for the month .The Division office will effect the payment.

8) PENALTY FOR DEFAULT:

Penalty @ 1% per day/part of payment approved rate thereof subject to maximum 10% of order value will be deducted from your bills as penalty in case you default in providing LDC cum computer operator and driver during contract period. The deduction will be limited to the actual period of default.

9) TAX DEDUCTION AT SOURCE:

In accordance with IT Act 1961, Income Tax will be deducted at source at the prevailing rates from the bills.

Similarly any other tax deductible at source if applicable to this particular contract as per statutory provisions (laid down by Central or State Government.) will also be deducted from the bills at the prevailing rates.

10) Out-Sourcing Staff cannot claim in future for job in MSETCL. Undersigned reserves the right to disqualify outsource staff.

11) DAMAGE TO PERSONS AND PROPERTY:

The contractor shall indemnify the MSETCL against any losses and claim in respect of injuries or damage to any persons, material or physical damage to any property whatsoever, which may arise out of or in consequence of the execution of the work.

12) TERMINATION OF CONTRACT:

The undersigned reserves the right to cancel the contract, after giving due notice to the contractor, in the event of the breach of contract and unsatisfactory services in any respect. Also same work order will be extend from dtd. 01.04.2019 after receiving administrative approval from Zone Office Karad for Administrative Budget 2019-20.

13) JURISDICTION:


All disputes, differences related to the contract shall be subject to the including jurisdiction of Karad Court.

14) Please quote your PAN No. TIN No. on the bill.

15) You will have to maintain all records as required under labour laws labour Licenses, P.F. Registration, Labour Insurance or ESI regulations, Minimum Wage Act etc.

16) You will have to observe the payments strictly in time, regularly of Professional Tax payment, Payment of Labour Insurance or ESI, P.F., Service Tax payable against the contract orders and submit the Xerox of amount paid.

17) The Competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.


(A. K. Dhapare)
Executive Engineer,
Testing Division, Karad

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