

EE/JSP/T-05/2024-25

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		11-07-2024 03:26:17
Tender Code	EE/JSP/T-05/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division	
Estimated Cost (In Lakhs)	5	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	M P Avghade , 7875769355 ,eejayasingpur@gmail.com	
Pre-Qualifying Req	As per Bid	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Jaysingpur Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Jaysingpur	
Bid Opening Address	Jaysingpur	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	12-07-2024 00:00	
Tender Sale End Date	21-07-2024 16:00	
Bid Start Date	12-07-2024 10:00	
Bid End Date	21-07-2024 23:55	
Pre-Bid Meeting Date		
Techno-Commercial Bid opening on	22-07-2024 11:00	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	NA	
Winner Selection Date	Will be declared later	

Can Bidder Opt EMD Exemption	N
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**Maharashtra State Electricity Distribution
Company Limited
Jaysingpur Division**

**Tender for Providing Annual Maintenance Contract of
Computer, Printer and LAN and Replacement of its parts under
Jaysingpur Division.**

Tender No. EE/JSP/T-05/2024-25

VOLUME-1

TECHNICAL BID



EXECUTING AGENCY

**OFFICE OF EXECUTIVE ENGINEER, JAYSINGPUR
O & M DIVISION M.S.E.D.C.L.
VIDHYUT BHAVAN, Jaysingpur-416 101
E-MAIL :- eejayasingpur@gmail.com**

I N D E X

Sr. No.	Particulars	Details	Page No.
	VOLUME-I		
1	Tender Details		
2	Tender Notice		
3	Annexure-A	Instructions to the Tender	
4	Annexure-B	Conditions of Contract	
5	Annexure-C	Questionnaire	
6		Letter to Superintending Engineer	
7	Annexure-D	Form of Bank Guarantee	
8	Annexure-E	Quantity of Material/ Equipments	

Note: This tender document contains 16 pages of Volume-I and 3 pages of Volume-II.
Tenders are requested to ascertain that all pages are downloaded.

Tender for Providing Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division.

SEAL & SIGNATURE OF THE TENDER

TENDER DETAILS

Tender No.	EE/JSP/T-05/2024-25
Name of the Tender	Tender For Providing Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division.
Area of Work	Jaysingpur Division
Estimated Cost of work	Rs. 05.00 Lakhs
Tender Fee	Rs. 1000 + 18% GST= Rs. 1180/-
E.M.D. to be paid	Rs. 5000/- (1% of Estimate Cost)
Period of Sale of E-Tender	12.07.2024 to 21.07.2024
Last Date of Submission	21.07.2024 up to 23.59 Hrs.
Date of Opening of Technical Bid	22.07.2024 at 11:00 hrs. (If possible)
Date of Opening of Price Bid	26.07.2024 at 11:00 hrs. (If possible)
Executing office	Executive Engineer, MSEDCL, Jaysingpur Division, Jaysingpur
Address	Executive Engineer, MSEDCL, Jaysingpur Division, Urjanagar Shirolwadi road, Jaysingpur – 416101
E-mail	eejayasingpur@gmail.com
Name and Address Of Bidder	
Name of the Proprietor/Authorized Person	
License number	
Mobile No.	
e-mail	

SEAL & SIGNATURE OF THE TENDER

E-TENDER NOTICE

E-Tenders are invited from reputed suppliers, contractors registered with MSEDCL for supply of following materials.

Tender No.	Description of the material	Tender Amount
EE/JSP/T-05/2024-25	Tender for Providing Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division	05.00 Lakhs

For details please visit our website [http:// https://etender.mahadiscom.in//](http://https://etender.mahadiscom.in//)

Contact person: Mr. M. P. Avaghade Mobile no.: 7875769355(Addl. Executive

Engineer) Email ID: eejayasingpur@gmail.com

Executive Engineer
MSEDCL, Jaysingpur Division

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

Jaysingpur Division

INVITATION TO TENDER AND INSTRUCTION TO TENDERS

TENDER FORM (NOT TRANSFERABLE)

(TO BE RETURNED DULY FILLED IN AND SIGNED)

ANNEXURE 'A'

To be submitted online on or before **21.07.2024 up to 23.59 Hrs.** on our website www.works.mahadiscom.in/eTender/etender. The Tender is requested to quote his lowest rates for Annual Maintenance Contract for one year period.

1.0 SCOPE OF WORK:

The scope of work under this tender is as per quantities & specification given in annexure "A" & 1 years AMC for all Computer, Printer, UPS and LAN and Replacement of parts at all location under Jaysingpur Division.

Details of Non-Comprehensive AMC.

- 1) The 'Annual Maintenance Contract' shall be **non-comprehensive** in nature and shall, therefore essential servicing and repairs/fixing/replacement of all the electrical / electronic, and /or mechanical components and parts of the Computer Systems, Peripherals (Devices) like Printers, Scanners, Drive/Cd-Writers, Modems & UPS etc. Cost of all spare parts of related items like Toner, Ink Cartridge & Batteries etc., will be paid extra. The server maintenance shall include network configuration, software related problems and PC configuration. The term 'maintenance' shall also include rectification of all hardware and software problems/defects and repairs/replacements of necessary parts for the proper maintenance/functioning of the aforesaid systems..
- 2) In addition to this, the compliant should be attended within 48 hrs after lodging of call by concern employee. The Spares to be provided shall be of reputed make and standard quality. The Same should be got approved from concerned sectional head before installation/utilization.
- 3) The necessary spare parts should be kept in spare with you. If system is down more than 24 hrs , the reason regarding spare part not available is not accepted .
- 4) Guarantee up time should be 98% & only 2 % down time will be allowed. Down time will be calculated as (% Down time=No of hrs system down in qtr/total no of hrs the system used in qtr.X100).
- 5) Arrangement of service staff, labour T & P transportation is to be managed by tender.
- 6) The AMC charges are payable for maintaining system up and surety with reasonable downtime limits upto 2% only.

SEAL & SIGNATURE OF THE TENDER

REQUIREMENT FROM TENDERS:

The tender should be registered with MSEDCL.

The tender should be registered under GST and must have registered Certificate of GST. Further tendered should be submitted GSTR Challan in previous Six month (GSTR-1, GSTR-2, GSTR-3)

The tendered should have PAN card. And Profession Tax and ESIC Registration Certificate & provident fund certificate if applicable
Income tax return for the last three financial year certified with Chartered Accountant.

The tender should have a average turnover during the last three financial years, which is at least equivalent to the Estimated Cost of the tender

The tender should submit Balance sheet for last three years certified by the Chartered Accountant.

The tender should have executed at least one order of AMC of similar nature of work with MSEDCL/MSETCL/MSEGCL/Any Govt. offices / for sum of value equivalent to tender value. Also SAP system knowledge is essential.

The tender shall quote his lowest reasonable rate per unit as specified in ANEXURE "A" & Annexure "B" Only, in figures as well as in words. Any deviation in the rates etc. will not be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.

In case of difference between the rates in figures and in words, it will be considered to read the rates advantageous and economical to the Company.

Supplier's printed terms and conditions will not be considered as forming part of the tender

The above stated requirements are a minimum and the MSEDCL reserves the right to request for any additional information / data and also reserve the right to reject the proposal of any tender, if in the opinion of the MSEDCL, the qualification data is incomplete or the Tender is found not qualified to satisfactory perform the contract.

Experience for works specified above for AMC thereof should be in MSEDCL, MSETCL, MSEGCL and any other government undertaking offices / sum of for value equivalent to estimated value

The tendered should pay the Earnest Money Deposit at 1% of the estimated amount unless exempted on account of statutory directives. Earnest Money shall be paid in cash or by way of Demand Draft drawn in favor of MSEDCL, on any Nationalized / Scheduled Bank payable at Jaysingpur. Reference to the tender No. should be given before the due date of the tender and the relevant amount and receipt No. should be mentioned in the tender. Interest shall not be paid on

E.M.D. Tenders uploaded without E.M.D. payment are treated as disqualified.

SEAL & SIGNATURE OF THE TENDER

PRICE:

a) The unit rate prices quoted by the Tender in his tender shall be treated as the **contract price**. The Tender shall quote the price per unit covering entire scope as stated above.

b) Tender is requested to quote maintenance rate (Total A) & supply & replacement of part or component rate (Total-B) separately . The offers with prices of the materials quoted conditional discount on any account viz. payment, quantity etc. shall be rejected. Tender shall quote the rate only in the unit of the item specified in Annexure- 'A & B

c) However any statutory variation in Govt. taxes and duties will be borne by the employer. All statutory taxes and other liable taxes payable by the Contractor under the Contract, or for any other cause, shall be indicated separately in details in the Bid submitted by the bidder. The bid price shall include the cost of charges for obtaining any permit or license.

Payment for newly introduced taxes and statutory variations:

100% payment towards newly introduced taxes, duties and statutory variations, subsequent to the date of submission of the bid, by the Central or the State Government shall be reimbursed to the contractor only against due documentary proof.

However, in case of reduction/abolition of any taxes, duties, levies, cess, etc.by the Central or State Government during the currency of contract, the benefit of the same shall be passed on to the employer.

For regular and proper maintenance of the systems and instantaneously attending to the complaint received from officers/staff of MSEDCL.

On expiry of the contract after one year, the firm will have to hand over the systems in perfect working condition to the MSEDCL, failing which the amount spent on setting the system repaired/in working condition from the market will be deducted from the security deposit of the firm.

The firm must have expertise to provide maintenance of various computers and its peripherals of various brands/make specially Servers, Computers, Compaq PC and HP laser/inkjet printer, UPS, Laptop & Scanners etc.

As regards Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes, if attracted under the provisions of Indian law. However IT deductions at source as per Income Tax rules will be made.

TDS towards all the applicable taxes shall be deducted, from the payment of contract value as per the rate applicable.

SEAL & SIGNATURE OF THE TENDER

Relevant provisions under Indian laws / Acts for P.F. Labour Contract, and any other Law/ Act as may be applicable to the works under this contract will be applicable though not mentioned specifically in above list. Bidder is responsible for all Law/Act as may be applicable to the works under contract. MSEDCL will not be responsible for any dispute or mishap.

The contract is to be treated as a non-divisible contract, which includes all applicable taxes, duties, etc as indicated above.

4 AMBIGUITY IN TENDER :

. Any ambiguity in the terms and conditions may lead the rejection of tender. The Tender should note that there shall be no deviation in respect of the following terms specified in tender documents and the deviation if any, the tender shall be liable for rejection.

- (i) Payment of earnest money deposit.
- (ii) Payment of Security Deposit.
- (iii) Liquidated damages.
- (iv) Terms of payment.
- (v) Guarantee.
- (vi) Period of validity of offer.
- (vii) Jurisdiction of Court.
- (viii) Default of contractor & termination thereof.

5 FILLING IN OF ANNEXURE/QUESTIONNAIRE:

Tenders are requested to ensure that the comments against each and every item/clause of the Annexure/Questionnaire shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item/clause is not applicable, the words "Not Applicable" shall be written against it. No place in the offer should be left blank or dashes are required.

6 SIGNING OF THE TENDRER DOCUMENTS:

Offers must be submitted online along with the tender documents only and be clearly and legibly filled in with all the Schedules and Annexure etc. complete in all respect and must be either in ink or type written. Offer and Schedules, Questionnaire, Annexure and other documents should be digitally signed. There should be no over writings. Whenever required, the overwriting should be avoided and new details be given. Corrections if any to the information filled in should be initialed by the Tender. Tenders not signed as above shall be liable to be rejected. ***Scanned copies of Instructions to Tenders and Conditions need not to be uploaded.***

SEAL & SIGNATURE OF THE TENDER

7 CLARIFICATION OF TENDER DOCUMENTS:

The Tender is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required under the tender documents or submission of tender not substantially responsive to the tender documents in every respect will be at the risk of the Tender and may result in rejection of his tender. The Tender requiring a clarification of the tender documents may notify 3 days prior to the date of submission of tender.

8 LOCAL CONDITIONS:

It shall be imperative on each Tender to fully inform himself of all local conditions and all other factors which may have any effect on the execution of the contract covered under these documents and specifications. The Tender shall also make enquiry and satisfy himself about the contingencies, risk and other circumstances, which may influence or affect the execution of the contract as specified in this tender specification. The Employer will not entertain any request for clarification from the tenders regarding such local conditions.

9 EARNEST MONEY DEPOSIT (EMD):

- a) The bid must be accompanied with E.M.D. in form of D.D. / Money Receipt/. In case of Money Receipt, it should be paid before Date of Closing Sale or in case of D.D., it should be drawn from the Nationalized/Scheduled Bank of Jaysingpur in the name of M.S.E.D.C.L., Jaysingpur payable at Jaysingpur. If DD is to be submitted, then it should be submitted before Date of opening tender.
- b) Any bid not accompanied with adequate E.M.D. will not be considered for evaluation.
- c) The E.M.D. of the unsuccessful bidders will be returned as soon as possible after completion of the bid validity period. The Bidder has to submit application for return of the E.M.D. to this office.
- d) The E.M.D. of the successful bidder will be discharged when the bidder has signed the Contract Agreement.
- e) No interest shall be payable by 'MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD' on the above EMD & Security Deposit.
- f) For this contract S.S.I/MSME/NSIC etc. certification for EMD/SD exemption is not allowed.
- g) The EMD will be forfeited if.....
 - i. In case of successful bidder, if he fails within the specified time limit to Sign the agreement.
 - ii. In the event the Tender withdraws his offer during the validity period the earnest money deposit shall stand forfeited and the Purchaser shall be entitled to recover the amount of E.M.D. paid or by resorting to any other remedy available under the law.
 - iii. If the successful Tender upon award of the contract fails to pay the Security Deposit as per Clause of Annexure - A of the order / contract then the E.M.D. amount shall be forfeited by the Employer without prejudice to the right of the Employer to recover damages, if any.

10 EARNEST MONEY OF UNSUCCESSFUL TENDER:

Earnest money deposited shall be returned to the unsuccessful Tender as soon as possible after the tender has been decided and on submission of original receipt of E.M.D. payment to Manager (F&A), MSEDCL, Jaysingpur Division.

SEAL & SIGNATURE OF THE TENDER

11 TIMELY SUBMISSION OF OFFER:

Tenders are requested to submit their tender/offer online only on or before the due date and time for submission as mentioned in tender notice.

- i) Tender offer other than online offer will not be entertained or considered under any circumstances whatsoever. Tender offer received in hard copy
- ii) Tenders are requested to upload scanned copies of all Annexure and all other documents mentioned in the pre-qualifying criteria while submitting online tender except Instructions to tender and conditions of supply. Further, one additional set of attested copies should be submitted to this office one day later the due date of submission of tender for verification and opening of technical bid i.e. dt. 22.07.2024 at 11:00 hrs. (If possible).
- iii) In case the date of submission of tender happens to be holiday, the date of submission will be next working day at the same time.
- iv) As far as possible, tender will be opened on the date specified in the tender notice in presence of the Tender or his representative(s).
- v) In case the date of opening of tender happens to be holiday, the date of opening will be next working day at the same time.

12 SUBMISSION/SUPERSCRIBING OF THE TENDER DOCUMENTS:

Tender should upload 2 separate files viz. Technical Bid (Volume-I) and Commercial or Price Bid (Volume-II):

- (a) Technical Bid (Volume-I)
This part shall contain all Technical and Commercial aspects of the Bid and following documents except the price bid.
 - i) Annexure in Technical Bid duly filled (except Annexure 'E')
 - ii) Xerox copy of E.M.D. payment.
 - iii) GST Certificate and it chalan Copy
 - iv) The tender should be a authorized representative.
 - v) The tender should have executed at least one order for AMC of similar nature of work with MSEDCL/MSETCL/MSEGCL offices / for value equivalent to tender value during last three years.
 - vii) Income tax return for the last three year certified with Chartered Accountant
 - viii) Balance sheet for last years certified by the Chartered Accountant.
 - ix) EMD paid receipt.
 - x) ESIC Registration Certificate
- (b) Price Bid (Volume-II)
 - a) Volume No. II shall contain only Annexure 'A' & B (Price Bid).

Bidders shall have to submit **online** all the bidding documents before the due date and time, completely filled in and digitally signed as applicable, without deviating from the format and content.

The Bidder is expected to examine all instructions, terms and conditions, forms and specifications in bidding document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof.

Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bidding document in any respect will be at the bidder's risk and may result in the rejection of his bid.

Bidders should submit one set of hard copy of Volume-I only (Technical bid) only duly signed on each page along with documents mentioned in pre-qualifying clauses above.

SEAL & SIGNATURE OF THE TENDER

13 AMMENDMENT OF THE TENDER:

At any time prior to the date of opening of the tender, the Employer may for any reason, whether at its own initiative or in response to a clarification required by the Tender, modify the tender documents by an amendment will be notified to all the prospective Tenders who have received the tender documents and will be binding on them. Employer may at its discretion extend the date of opening of the tender.

14 OPENING OF TENDER:

It should be noted that, Volume No. 1 will be opened first. If the Tender fulfils the qualifying criteria as mentioned in Condition No. 2 above, then only Volume No. 2 will be opened. The date of opening of Price Bid will be informed to all concerned by SMS or e- mail. Tenders who wish may remain present at the time of opening of tenders.

15 DISREGARD OF TENDER CONDITIONS:

The Employer reserves the right to reject any tender, which does not conform to any of the conditions / instructions etc.

Tender containing any deviations / additions / alterations / changes in the conditions of tender as stated in Annexure 'A', 'B', 'C' shall not be acceptable. The Tender having signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated annexure, and schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

16 EXAMINATION OF TENDERS:

The Tender shall furnish all the data and other information / documents as per schedules attached to this specification, duly signed with the seal of the company, as a token of acceptance. The purchaser reserves the right to reject any offer for lack of any data as called for in the schedules and particularly in the technical details.

After the opening, the Employer shall examine the tenders to determine whether they are complete, whether required confirmations have been furnished, whether the documents have been properly signed and whether the tenders are generally in order. Immediately after opening, the Employer shall examine each tender to ascertain whether the essential / special terms and conditions are agreed.

17 POLICY FOR TENDERS UNDER CONSIDERATION:

The tenders shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Employer to the Tenders. While the tenders are under consideration, the Tenders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and / or his employees / representatives on matters related to the tender under consideration. The purchaser, if necessary, shall obtain clarifications on the tender by requesting for such information from any or all the Tenders in writing, as may be necessary. All unsolicited correspondence, discussions etc. by the Tender after opening of the price bid shall be treated as post tender development / information and shall not be considered for tender evaluation purpose.

17) ACCEPTANCE OF TENDER:

The Employer does not bind itself to accept the lowest or any tender, neither will any reasons be assigned for the rejection of any tender or part of tender. It is also not binding on the Employer to disclose any analysis report on tender / samples.

SEAL & SIGNATURE OF THE TENDER

18) WITHDRAWAL OF INVITATION OF TENDER:

The Purchaser reserves its right to withdraw the invitation of tender at any time before its acceptance is communicated to the successful Tenders.

19) NAME OF AGENT / REPRESENTATIVE:

In case the Tender authorizes the agent or representative to deal on behalf of the Tender, the name and address of such person should be informed to the Employer

20) NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of contract shall be communicated to the successful Tender by Letter of Award (LOA) by registered post.

21) VALIDITY OF THE TENDER:

The Tender shall keep the offer valid for acceptance up to and including last date of calendar month, covering the date of completion of 90 days (Ninety Days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Employer. The Tender shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

SEAL & SIGNATURE OF THE TENDER

ANNEXURE 'B'
TERMS & CONDITIONS OF TENDER
1.0 EFFECT OF CONTRACT:

The contract shall be considered as having come in to force from the date of Notification of Award. The "employer" is Exe. Engineer Jaysingpur and Tender whose offer is accepted is hereinafter called "the contractor".

SECURITY DEPOSIT:

The Tender shall pay within 7 days, Security Deposit @ 10% of the value of the order. Failure to make payment of Security Deposit within 7 days as above will be viewed seriously and the contract awarded shall be liable to be terminated.

The Security Deposit shall be paid in favor of MSEDCL by way of:

- (i) Cash or
- (ii) Demand Draft on any Nationalized/Scheduled Bank in Jaysingpur in the favor of MSEDCL.

This Security Deposit in cash is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on his failure to execute this order or any other contract and in the event of non fulfillment of the terms and conditions of the contract.

The Security Deposit shall be refunded on the expiry of the guarantee period specified in **condition No.23 stated herein below.**

3) WORK SITE:

The work mentioned in the tender document is to be carried out under jurisdiction of E.E Jaysingpur Division or his representative to his complete satisfaction. **Before starting the work, all material/equipments to be used should be got approved from him.**

4) TOLERANCE IN AMOUNT OF WORK ORDER TO BE EXECUTED:

Variation in work order amount to be executed against confirmed order shall be permissible up to five percent of the order value.

5) SUBMISSION OF BILLS:

No payment shall be made for the partly work done. Bill should be submitted after completion of work to Concern Sub Division. Bill should be certified & measured in SAP by Concern Sub Division. The Company shall not be responsible for delay in payment of bills, if the tender fails to comply with any of the above requirements. **Quarterly bill for the AMC should be submitted separately to EE Jaysingpur Division along with the monthly maintenance carried out sheet certified by concern SDO , Bill should be certified & recorded in SES by concern SDO & will be submitted to audit section Jaysingpur Division.**

SEAL & SIGNATURE OF THE TENDER

6) PAYMENT OF BILLS:

MSEDCL will generally make payment (Depending on availability of fund) of submission of correct bill as per MSEDCL rules along with-

- a) Bill/Invoice.
- b) Other documents instruction manual, registered copies of software with, their keys for all peripheral & warrantee card etc.
- c) All payment due to the Contractor shall be paid only by 'Account Payee' cheque by the concerned Division.
- d) The employer shall make progressive payments as and when they are due as per the payment schedule. The invoices along with the documents listed in the relevant clauses of terms of payment shall be submitted by the contractor to the Concern Division. And same shall be verified and payments shall be released by Executive Engineer, Jaysingpur Division Advance payment is not applicable to this contract.
- e) The measurement entered in "Measurement Books" and bills prepared shall be signed and dated by Executive Engineer Jaysingpur Division both the contracting parties.
- f) The Contractor shall be directly responsible for payment of wages to his workmen in case of AMC.
- g) The Executive Engineer, Jaysingpur or a person(s) duly authorized by him may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- h) It has to be noted that all the interim and final payments to the contractors would be made after necessary certification by the Jaysingpur Division.

7) TAXES AND DUTIES:

- i. Tax will be paid extra as per prevailing rates.

8) DEDUCTION:

Any amount or amounts which become payable by the tender to the employer under a particular contract, shall be deducted by the employer from any amount/amounts due or becoming due to the tender under the same or any other contract and shall be adjusted against dues to the employer.

9) LIQUIDATED DAMAGES:

9.1) For AMC If the Contractor fails to complete all the works within the time limit as per program given by the Concern Division , the Employer shall levy liquidated damages as below for breach of contract without prejudice to any other rights and /or remedies provided in the contract.

17.2) If the calls are not attended by you after intimation within 48 hours, you are liable for penalty @ `100/- (One Hundred Only) per day or @ **of 1 % per day** for balance quantity of work value subject to maximum 10 % of order value. In case of failure of contract to attend any of preventive and breakdown maintenance, the MSEDCL is free to get these attended from any other agency or departmentally at the cost of Contractor and expenditure so incurred plus 15% supervision charges will be deducted from Contractors Bills.

9.2) Failure to maintain uptime at 98% shall result in deduction @5% per 1% reduction in Uptime as per agreed SLA. Payment for a month will be withheld, if uptime is less than 98%.

SEAL & SIGNATURE OF THE TENDER

10) PERFORMANCE OF CONTRACT:

The employer will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the transportation problems, subject to the provision and stipulation made in condition No. 13 as stated above i.e. Liquidated damages for delay in work completion.

11) POWER OF ATTORNEY:

It will be obligatory on the supplier to communicate the revocation of Power of Attorney, if any, after submission of offer till the execution of contract failing which the act(s) & action done by the agent/representative shall be deemed to be the valid act(s) & action of the Tender /supplier.

12) JURISDICTION:

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the "Courts" in Jaysingpur.

13) TERMINATION OF CONTRACT:

In case the contractor fails to execute/complete the work awarded to him within the contracted period or in case the work is found not in accordance with the prescribed specification, the employer shall exercise in discretionary power-either,

- (a) to carry out the work from elsewhere, after giving due notice to the contractor, at the risk of contractor, OR
- (b) to cancel the contract reserving employer's right to recover damages, notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the employer under the General Law of India relating to contract.

NOTES:

- (i) The opinion of the employer shall be final and binding upon the contractor.
- (ii) The company reserves its right not to deal with the supplier, whose contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.
- (iii) The company may also blacklist the supplier whose contract is terminated for whatsoever reasons on giving opportunity to show cause for such action to the supplier.
- (ii) The decision of the employer shall be final as regards the acceptability of the stores supplied by the supplier and the employer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

Contractor's Risks

All risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

SEAL & SIGNATURE OF THE TENDER

14) Force Majeure

Force majeure is herein defined as any cause, which is beyond the control of the Contractor or MSEDCL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, which includes the following:

Natural Calamity including but not limited to flood, drought, earthquake, epidemics, volcanic activities, typhoon or cyclone, hurricane and nuclear disaster;
 The Contractor or the MSEDCL shall not be liable for delay in performing their respective obligations resulting from any force majeure cause as referred to and/or defined above, the date of completion shall be extended by a reasonable time even though such cause may occur after the Contractor's performance of his obligations has been delayed for other causes.

15) Insurance

As per Govt. of Maharashtra Resolution No. Vimas-1011/Prakra 15/Vima Prashasan Dated:-29-04-2011, the Contractor shall obtain the Contractor's all risk (CAR) Insurance Policy or Transit cum erection (TCE) or Erection all risk (EAR) Insurance in respect of contract work from the Insurance Company approved by Director of Insurance, Govt. of Maharashtra, Graha Nirman Bhavan (MHADA), 264, First Floor, Opp. Kalanagari, Bandra (East), Mumbai, under direct method or from the insurance company approved by the Director of Insurance on Co-Insurance cum servicing basis under indirect method.

The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.

- a) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
- b) Covered against death or injury caused by the Contractor's acts or omissions as per laws applicable in India to
 - (i) Anyone authorized to be on the Site.
 - (ii) Third parties who are not authorized on the Site.
- c) Full cover against theft and damages to the Works and materials during storage and construction.
- d) Contractor shall pursue the matters related to insurance claims in association with the Employer.
- e) Policies and certificates for insurance are to be produced by the Contractor to the Employer for approval before the Start Date given in the Contract document and subsequently as the Employer may require.
- f) Alterations to the terms of insurance may be made either with the approval of the Employer or as a result of general changes imposed by the Insurance Company with which the insurance policy is affected.
- g) Both parties shall comply with the conditions of the Insurance policies.

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16) INDEMNIFICATION OF EMPLOYER

a. The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer 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 Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.

b) The Contractor shall necessarily indemnify the Employer in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

17. WORKMEN'S COMPENSATION INSURANCE

This insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

18. MINIMUM WAGES ACT: You will have to observe all provisions of Minimum Wages Act, PF Act ,ESIC Insurance etc. MSECL will not be responsible for any quarries regarding wages

19. Site Investigation Data

It is presumed that the Contractor, in preparing his Bid, has relied on the Site Investigation Data collected & verified by him from his own source.

20. Queries about the Contract Data

The Employer shall give instructions clarifying queries about the Contract Data.

21. Deduction from total contract price

The employer shall claim all costs, damages or expenses that the owner may have paid, for which under the contract the contractor is liable. The employer to the contractor shall bill all such claims regularly as and when they fall due. Such bills shall be supported by appropriate documents or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the employer may then deduct the amount from any monies due or becoming due by him to the contractor under his contract or any other contract. The amounts may be recovered by the action of law or otherwise, if the contractor fails to satisfy the employer of such claims.

22. Works and Safety Regulations:

The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or belonging to others working at site. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.

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23. Electrical Safety Regulations:

The work shall be carried out on safely on equipment at site. The contractor must make arrangement to provide safety devices/T&P/ equipments/ as per standard and practices to his persons engaged on the work of meter reading.

The Contractor shall employ the necessary/sufficient number of qualified full persons/supervisors along with required quantity of CMRI and other equipments as required for work.

25 Arbitration
The matters to be determined by the Superintending Engineer (S.E.):-

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 after its completion 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.

- (i) **Demand for Arbitration:** 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 MSEDCL 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. Such a demand shall be made to the Executive Director concerned.
- (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 MSEDCL.
 - (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 MSEDCL 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.

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- (iii) 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 MSEDCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSEDCL shall be discharged and released of all liabilities under the contract in respect of these claims.

26. Obligation during pendency of Arbitration:

Work under the contract shall, unless otherwise directed by the IT representative, continue during the arbitration proceedings, and no payment due or payable by the MSEDCL shall be withheld on account 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 the total value of all claims in question added together does not exceed ` 1,00,000/- (Rupees One Lakhs) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the MSEDCL or serving or retired officer of the MSEDCL/Government not below the grade of C.E. or equivalent nominated by the Managing Director of the MSEDCL 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 MSEDCL.

(ii) In cases the value of the claim exceeds ` 1,00,000/- (Rs. One Lakhs) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEDCL/Govt. not below the grade of C.E./General Manager (F&A) as the Arbitrators. For this purpose, the MSEDCL will send a panel of more than 3 names of arbitrators of one or more department of the MSEB/MSEDCL/Govt. to the contractor who will be asked to suggest to the Managing Director at least 2 names for appointment as contractor's nominee. The Managing Director shall appoint at least one of them as the contractor's nominee and will also appoint the remaining 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/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrators 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).

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- (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 an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as MSEDCL's 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 item-wise, 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 in 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 MSEDCL from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore shall not exceed Rs.2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, 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./MSEDCL shall draw fees at half of the rates mentioned above.

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(xii) MSSEDCL shall maintain a list of arbitrators. The Managing Director shall have full powers to delete or add the name of the arbitrator in the list or to make amendments to the said 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.

(xiv) The decision of the sole arbitrator or arbitral tribunal as the case may be, shall be final and binding on the parties.

27. Disputes

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Jaysingpur city of Maharashtra State. The Indian Laws shall govern the contract.

28. Management Meetings

- a. Work Review co-ordination meetings between Concern Divisor Representative & Contractor shall be conducted as and when required by the Employer to review the work and to deal with matters raised in accordance with the early warning procedure.
- b. The Employer shall record the business of management meetings and is to provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Concern Division either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

29. Early Warning

The Contractor shall warn the Employer at the earliest opportunity of specific likely failure events or circumstances, which may adversely affect the work of UPS.

The Contractor shall co-operate with the Employer in formulating proposals for avoiding occurrence of such events or circumstances or at least reducing the effect of the same.

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ANNEXURE 'C'
QUESTIONNAIRE TO TENDER

Sr. No.	Particulars	Comments of the Tendered
1	Purchase of Tender : Please quote Money Receipt No. & Date against which Tender is purchased	
2	Earnest Money Deposit : E.M.D. paid vide Money Receipt No. & Date (if by cash) D.D. No. & Date (if by D.D.)	
3	Type of Concern : Whether the unit is proprietary/Partnership/Private Ltd. or Limited Company.	
4	Manufacturer or Trader : Whether you are manufacturer or Trader, If Trader, Please indicate the name & Address of Manufacturer, whose product you have offered.	
5	Past Performance : Whether you have executed orders of similar nature (Please attach a copy giving details of orders executed)	
6	Shop Registration No. and validity	
7	GST Registration No.	
8	Service Tax Registration No.	
9	PAN No.	
10	Validity of offer : Offer is valid for 90 days.	
11	Income Tax Clearance Certificate: Please enclose latest I.T. Clearance Certificate /	
12	Annual Turn-Over: Please enclose copy of the Balance Sheet and Profit and Loss Statement duly attested by the CA for last year.	

SEAL & SIGNATURE OF THE TENDER

ANNEXURE 'F'**LETTER TO THE EXECUTIVE ENGINEER**

To,
The Executive Engineer,
M.S.E.D.C.L
Jaysingpur Division,

Dear Sir,

I / We agree for the rates tendered by us subject to the condition of the tender and for which I have carefully read and which I thoroughly understood and to which I hereby agree.

I / We hereby agree to keep the this offer open for 90 days after the returnable date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

Date:

Name and Address of the Tender

SEAL & SIGNATURE OF THE TENDER

SAMPLE FORM - G CONTRACT AGREEMENT

(To be executed on Rs. 200/-non-judicial stamp paper)

THIS AGREEMENT is made on the _____ day of _____ Between the Executive Engineer, MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, Jaysingpur Division, of (Maharashtra State, India) (hereinafter “the Employer”) of the one part and M/s _____ (name of Contractor) of (city and Country of Contractor) (hereinafter “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Contracts should be executed by the Contractor, viz., “Tender for work of Providing and renovation of earth pit at Sub-Station under Jaysingpur Division, as defined in the bid document and has accepted a bid by the Contractor for the execution of the Contract in the sum of Rs. _____ in words (Rs. _____ only) (Hereinafter “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
The tender document shall be deemed to form and be read and construed as part of this Agreement, viz.
 - i. Section I, II, III of Bid document.
 - ii. Employer’s Letter of Acceptance.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the Contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby convenience to pay the Contractor in consideration of the execution of the Contract and the remedying of defects therein, the Contract Price of such other sum as may become payable under the provisions of the Contract at the times in the manner prescribed by the Contract.

IN WINTNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said

Executive Engineer,

Maharashtra State Electricity Distribution Company Limited

Jaysingpur Division,

In the presence of:

Signed sealed and delivered by the said M/s.:

In the Presence of: _____

SEAL & SIGNATURE OF THE TENDER



Maharashtra State Electricity Distribution Co. Ltd.
Jayasingpur Division,



**Maharashtra State Electricity Distribution
Company Limited
Jayasingpur Division**

**Tender For Providing Annual Maintenance Contract of
Computer, Printer and LAN and Replacement of its
Material under Jaysingpur Division**

Tender No. EE/JSP/T-05/2024-25

VOLUME-2

Price BID



EXECUTING AGENCY

**OFFICE OF EXECUTIVE ENGINEER, JAYSINGPUR
O & M DIVISION M.S.E.D.C.L.
VIDHYUT BHAVAN, Jaysingpur-416 101
E-MAIL :- eejayasingpur@gmail.com**

SEAL & SIGNATURE OF THE TENDERER

Annexure “A”

Sr.No.	Description Of Goods	No of computers (PCs)	Rate/Unit
	Annual maintenance contract of computer For non comprehensive basis Under Jaysingpur Division along with maintenance of LAN Work of Intranet and Internet Connectivity along with Following activities for 1 Year 1) Installation or up gradation of software Problem related to hardware, formatting etc. 2) Troubleshooting of Network problem 3) IP Settings 4) Outlook Configuration 5) SAP Configuration 6) Intranet and internet problem 7) Other associated work required by end user 8) ERP Software Installation and Troubleshooting Including Per Month Visit and Emergency Visit Charges		
	Total Annexure “A”		

Annexure “B”

Sr.No.	Particular	Qty.	Rate/Unit
1	Antivirus software for 1 year Net protector Total Security		
2	Motherboard Repair Intel Chipset G31/G41/G61 MB		
3	Hard Disk 500 GB SATA WD/Seagate		
4	RAM 1 GB DDR1 ISI Mark & Standard Make		
5	RAM 1 GB DDR2 ISI Mark & Standard Make		
5	RAM 1 GB DDR3 ISI Mark & Standard Make		
6	SMPS Power supply ISI Mark & Standard Make		
7	Keyboard ISI Mark & Standard Make		
8	Mouse ISI Mark & Standard Make		
9	UPS Battery 7 Ah Exide ISI Marks		
10	LaserJet Printer Toner Refill 12 A Tonner		
11	LaserJet Printer Toner Drum 12 A Tonner		
12	LaserJet Printer Pressure Roller and Sleeve HP, Canon Make		
13	LaserJet Printer Wiper Blade and PCR 12 A Tonner		
	Total Annexure “B”		
	Total “A” & Total “B”		

NOTE : - Before Utilization of Spare except refilling prior approval of Div is to be take other-wise payment will not be released may pl be noted

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402438 Maintenance Office	ADM 042	Activity unit	998313	30		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price	Price Section	40402438 Maintenance	Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division
2	Tech	Technical Section	40402438 Maintenance	Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division
3	comm	Commercial Section		Annual Maintenance Contract of Computer, Printer and LAN and Replacement of its parts under Jaysingpur Division