



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV (O&M) DIVISION, DHULE.**

From:

Name of Office :- Executive Engineer, EHV(O&M) Division, Dhule
Office Address :- MSETCL, 132KV Sub-Station Dhule, Malegaon Road,
Near Honda Show Room, Dhule. PIN No. 424311
Contact No 8888830731 Email Id : ee5220@mahatransco.in

Ref No. EE/EHV (O&M)/Dn./DHL/Tech/ No.430

Date:- 20.04.2022

“E-ENQUIRY No. III /2022-23 LETTER”

Sub: - E-Enquiry for AMC for Work of cleaning, sweeping at 132kV various Sub-station (Annexure-A), under EHV O&M Division, Dhule. For year 2022-23

Dear Sir,

With reference to the above, please offer your lowest rates as per the enclosed schedule 'A' for the work of the annual maintenance contract (AMC) Work of cleaning, sweeping at 132kV various Sub-station (Annexure-A), under EHV O&M Division, Dhule. For year 2022-23.

Please note the following.

TERMS AND CONDITIONS

- 1. Due Date:** The Quotations giving full particulars should reach to this office on before date. 27.04.2022, **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 cash to this office & copy of receipt attached with quotation.**
- 2. Scope of Works:** Sweeping and cleaning at various sub-stations under EHV O&M Div. Dhule. Work involves day to day cleaning and sweeping of floor of Substation C.R., Relay room, rest room, PLCC room, battery room, computer section, Incharge room, stair entrance, BCR in the yard, wet mapping of floor of the same as above cleaning of toilets block, urinal pan, w.c. pan etc, Furniture, P.C., Phone cleaning, Dusting of walls & cobweb removal, The cleaning of glasses of window doors portion, Also maintenance of garden, proper watering to all plants etc., Deep Cleaning of individual cabins & offices at various sub-stations under EHV O&M Div. Dhule & whole area of Division office, maint. S/Dn. Offices as per directives of Incharge of respective places. Cleaning material i.e. floor cleaners, brooms, dusters, mops, odonilcakes, naphthaleneballs, detol, soap, washing powder etc. All the material should be supplied by the contractor daily to the labour for cleaning purpose.
- 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 concerned Engineer in charge. The concerned Engineer In Charge will verify and process the bill and submit to division office along with his certificate & 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.

The list of qualifying documents required to attach along with quotations.

- i) GST Registration Certificate of firm.
- ii) Proof of valid registration of firm under Bombay shop & Establishment Act
- iii) Contractor shall submit the certificate regarding Registration under Labour Contract Act
- iv) The Agency should not be blacklisted either by the Tender Inviting Authority or by any State Government or by Government of India. Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
- v) The bidder should possess experience of having successfully completed the work of housekeeping or similar nature of work during last 05 years in MSETCL, other State transmission Utility, MSDCL, or any Government, semi Government Or Private Organization. The bidder should have to submit the Certificate of Satisfactory completion of housekeeping or similar nature of work in support to experience duly signed by the officer not below the rank of Executive Engineer or equivalent in case of Government works along with original copy of agreement of work/ work orders of works mentioned in the certificate
- vi) Average Annual financial turnover during the last 03 financial years ending 31st March should be at least 30% of the estimated cost. The bidder has to submit Annual Turnover Report of last 3 years duly certified by chartered Accountant/Registered Income Tax Practitioner.
- vii) The bidder should have to submit the Income Tax Returns of last 03 Assessment years A.Y. 2018-19, A.Y. 2019-20 & A.Y.2020-21 & PAN Card.
- viii) Valid EPF Registration Certificate issued by competent authority.
- ix) List of employee's viz., name, age, experience in the field of housekeeping.
- x) List of material, T&P to be utilized.
- xi) Partnership deed if Bidder is a partnership firm.
- xii) The price variation (PV) 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 15 days from the date of receipt of intimation from this office, amounting to 5% of the value of the contract in the form of Cash / 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.

8. **Agreement:** - You will have to execute agreement as per provision of Mumbai Mudrank Adhiniyam 1958, Clause No.34 with requisite stamp duty, before issuing of final work order.

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. The agency shall, during the progress of work, keep the site free of all unnecessary obstruction and shall dispose the grass to the places as per directives of S/s in charge, so as not to cause any obstruction for normal working/operations.

11. **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

12. **Comprehensive Insurance-:** You have to submit the comprehensive insurance, ie- contractors all risk insurance policy of amount @ 1% of order amount against said contract for any damage to MSETCL's property during execution of work. Otherwise 1% of work order value will be deducted from the bill. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
13. **COMPENSATION FOR WORKMEN'S COMPENSATION ACT:** You will be responsible for and shall pay any compensation to your workmen payable under the Workmen's Compensation Act 1923, herein after called the said Act for injuries caused to the workmen. You will have to insure all your labour under the workmen compensation act, employee's state insurance act. Safety of man & material at site will be the whole responsibility of the contractor.
14. All tools, plant & machinery required for this work will have to be arranged by the agency at its own cost
15. **Execution of work:** The agency shall take prompt action in planning the work in consultation with the Executive Engineer EHV, O&M Division Dhule. The above work is to be carried out in consultation with the Site Incharge concerned after verifying the safety for live condition. The work should be carried out to the full satisfaction of undersigned & the concerned Engineer in charge.
16. 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.
17. **Penalty:** If the work is not completed within stipulated period the penalty @ ½% per week subject to maximum 10% 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.
18. **Labour Cess-:** Labour Cess @1% under the building & other construction workers welfare cess act.1996 & rate made thereunder shall be deducted on total cost of contract value.
19. **Agency's employees:** Agency will have to provide onsite such employees who are experienced for execution of works. Agency will have to provide housing accommodations to his employees. Agency will also be responsible for any injury/accident to his employees. Payments of compensations for any accidents etc. as may be required to be paid eventually shall be borne by the Agency. Agency should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.
20. **Precautions:** All equipments, lines & bus are in charged condition. The contractor should take all precautions at his own cost until handing over the site to the MSETCL.
21. **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.
22. **Accident:** - If any accident occurs to your labours at work, compensation if any, it shall be paid by you only.. All safety Precaution should be taken during execution of work.
23. **First Aid Box:** The Contractor should always Keep & Maintain First Aid Box for this work as safety measure.
24. **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.

1. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.\

30. 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 does 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.0. 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 atleast 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:

31. JURISDICTION:

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

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, LMSD Dhule
2. The DyEE, All 132KV SSI.
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	AMC for the Work of cleaning, sweeping at 132kV various Sub-station (Annexure-A), under EHV O&M Division, Dhule. For year 2022-23				
Sr. no.	Particulars	Unit	Qty (months)	Unit rate incl 1% LWC).	Amount in Rs.
1	Cleaning and Sweeping at at various 132kV Sub-stations. (as per annexure A) Work involves day to day cleaning and sweeping of floor of Sub station C.R., Relay room, rest room, PLCC room, battery room, computer section, Incharge room, stair entrance, BCR in the yard ,wet mapping of floor of the same as above cleaning of toilets block, urinal pan, w.c. pan etc, Furniture, P.C., Phone cleaning, Dusting of walls & cobweb removal , weekly cleaning of glasses of window doors portion, Also maintenace of garden, proper watering to all plants etc. , Deep Cleaning of individual cabins & offices at various sub-stations under EHV O&M Div.Dhule & whole area of Division office, maint. S/Dn. Offices as per directives of Incharge of respective places. Cleaning material i.e. floor cleaners, brooms, dusters, mops, odonilcakes, napthaleneballs, detol, soap, washing powder etc. All the material should be supplied by the contractor daily to the labour for cleaning purpose.	Nos	144		
				GST 18 %	
				Total Amount (round off)	7,46,628/-
Rs. Seven Lakhs forty six Thousands Six Hundred twenty eighty only including all taxes, labour cess and charges. (Ex works price including 1% Labour cess.)					

Sd/-

Executive Engineer ,
EHV O&M Division, Dhule

Annexure-A

**Work of cleaning, sweeping at various 132kV various Sub-station
(Annexure-A), under EHV O&M Division, Dhule. For year 2022-23**

Sr No.	Name Of Location	Quantity (monthly)
1	132KV Chalisgaon	12
2	132KV Nardana	12
3	132V Dhule	12
4	132kV Dondaicha	12
5	132kV Shirpur	12
6	132kV Sakri	12
7	132kV Samsherpur	12
8	132kV Taloda	12
9	132kV Nandurbar	12
10	132kV Visarwadi	12
11	132kV Dhadgaon	12
12	132kV Wonder	12
	Total	144

Sd/-

**Executive Engineer
EHV O&M Division,**