



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

(CIN : U40109MH2005SGC153646)

GSTIN: 27AAECM2936N1Z2

State Load Dispatch Center Kalwa, Thane-Belapur Road, P.O. Airoli, Navi Mumbai-400708

Telephone: 022-27601765 Email: ceslde@mahatransco.in

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PO No. 8100014289

Ref: CELDK/Maint/FM-55/

No 00717

Date: **22 APR 2024**

To, Prudent Controls Pvt Ltd [7000001310]

GSTIN: 27AAGCP5489F1Z0

Corr. Office : Off Palm Beach Road, Sanpada, Navi Mumba
B-705, Keshav Kunj-III, Sector 14
Navi Mumbai - 400705

District : Thane

State : Maharashtra

Tel. No. : 9223272177

E-mail: avinash.p@prudentcontrols.com

Subject: Work order for Electrical Automation System of power supply and providing & fixing 440V Panels with various equipment's for redundancy in power supply at MSLDC, Airoli.

Ref: 1) Approved office note. ED/MSEBHCL No./363 Dt. 14/10/2022

2) SRM E-Tender Rfx no. 7000028398 dtd: 11.11.2023

3) A.O.N for Technical Opening PA/CE-MSLDC No. 1295 Dt: 05.12.2023

4) Final Techno Commercial Scrutiny Report dated 01.01.2024

5) A.O.N for Commercial Opening PA/CE-MSLDC No. 108 Dt: 12.02.2024

Dear Sir,

With reference to the above, the undersigned is pleased to inform you that your response under ref at Sr.no. (2) for RFX No. 7000028398 for the work of Electrical Automation System of power supply and providing & fixing 440V Panels with various equipment's for redundancy in power supply at MSLDC, Airoli Navi Mumbai is accepted by this office as per the quantities shown in Price Schedule (Annexure-A) and subject to following terms & conditions.

In addition to this, the terms, conditions and specifications applicable to this contract shall be the terms, conditions and specification in the original tender document, read and interpreted up to date and contents of this work order as given here in after. In the event of any deviation in the contents of this work order from the corresponding conditions in the specifications given in tender documents, the contents of this work order alone shall prevail. Presently, this work order is placed for Electrical Automation System of power supply and providing & fixing 440V Panels with various equipment's for redundancy in power supply at MSLDC, Airoli Navi Mumbai which includes warranty period of 01 years.

1) Work order Value: The total value of the work order shall be Rs.76,60,193/- (Rupees Seventy-Six Lakh Sixty Thousand One Hundred Ninety Three Rupees Only) The amount is inclusive of all taxes/Duties and GST.

2) All the terms and conditions mentioned in the Tender Document under ref at Sr. No. (2) shall be binding to the contractor.

3) The work will have to be carried out by you as per the directives of Engineer-in-charge viz. the Additional Executive Engineer (Maint.) or the authorized representative of this Company as shall be informed to you by this Office and as per the specifications contained in the Tender Document and all the amendments /corrigendum issued to this e-tender from time to time.

4) Income tax and other statutory charges, if applicable, will be deducted as per the prevailing rates.

5) Project Completion Time: The work should start immediately & completed on or before 180 days after placing the order & material should be delivered, installed, configured, tested and commissioned successfully within 180 days from the date of issue of order.

IMPORTANT NOTE:

a. Adherence to timelines is critical for the success of the project.

b. Appropriate penalties will be imposed if work is not done within timeframe.

Penalty: In case the work will not be completed within stipulated period, you will be liable to pay a penalty @ $\frac{1}{2}$ % per week of the order value up to maximum of 10% of the order value

c. No advance payment shall be made for any activity.

d. If the Contractor is liable for any penalty as per the tender terms & conditions (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Contractor.

e. MSLDC will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the Tender Criteria.

f. MSLDC, MSETCL shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Contractor, when MSLDC, MSETCL disputes such invoice or part of it, provided that such dispute is bonafide.

g. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.

h. Submission of bills and Payment: The bills shall be submitted in triplicate to this office. Whenever there is paucity of funds, the priority of payments of bill of various agencies will be decided by the undersigned and all the rights in this regard are reserved with the under signed and binding upon you.

6). Time Limit: The time limit for completion of work under the scope of the contract shall be 180 days from the date of issue of work order. It is, however to be explicitly understood that, the Contractor will have to execute and complete the work under contract strictly in accordance with the time bound program and as directed by Engineer-in-charge.

7) Contract Performance Security: The Contractor has to submit the Contract Performance Security amounting to Rs. 3,83,010/- (Rupees Three Lakh Eighty-Three Thousand Ten Rupees Only) i.e. 5 % of the ordered value in the form of Bank Guarantee or FDR. No Interest will be payable by MSLDC, on Contract Performance Security in whatsoever form and period for which it is held by MSLDC, MSETCL. In the event of unsatisfactory performance of the contract or non-compliance to Terms & Conditions of the Contract, Scope of Works, this amount will be forfeited.

8) Contract Quality Assurance: The Contractor shall include in its proposal the Quality Assurance Plan containing the overall quality management and procedures which it proposes to follow in the performance of the works to maintain the quality of the product during execution. At the time of Award of Contract, the detailed Quality assurance Plan to be followed for the execution of the Contract will be

mutually discussed and agreed to and such agreed Plan shall form a part of the contract.

9) Liquidated Damages/Penalty for late delivery: If the contractor fails to complete all the works as mentioned in Section-III of the tender document and amendments /corrigendum's issued to it within the time frame stipulated as completion period or within any extension of time granted by the owner, the owner shall levy liquidated damages for breach of contract without prejudice to any other rights and/or remedies provided for the contract in case the progress is not to the satisfaction of owner. The liquidated damages shall be levied at 1/2% (half percent) of the total contract price per week of delay subject to maximum of 10% (Ten percent) of the contract price for the entire scope of work and deducted from bill for non-execution of work. In case of such maximum delay or failing to execute the required work from your side, the contract may be terminated by the Owner and the balance work or entire work will be done from other agency by the Owner at the risk and cost of the Contractor.

10) Technical Support: The Contractor will provide onsite/off-site services for any technical problem in the executed work for the period of one year (Warranty Period) from the date of completion of work.

11) Penalty for downtime: During Warranty period, if the contractor fails to attend the complaints & made an attempt to rectify the defects and submit the report within 12Hrs from receipt of the call, as mentioned in Technical Specifications of this Tender document, a sum of Rs.2000/- per day will be deducted from the bills payable to the contractor during warranty period.

12) Consignee for services: The consignee is as below or his authorized representative:

The Chief Engineer (MSLDC),
Maharashtra State Load Dispatch Centre,
MSETCL, Thane Belapur Road, Airoli,
Navi Mumbai 400 708

13) For any loss to the company's property during execution of work, the Contractor will be liable to pay the equivalent compensation as per the recommendation of concerned engineer.

14) MSLDC will not be responsible for any accident (fatal or non-fatal) or injury to the personnel of the agency or any financial implication arising there from.

15) Apart from the above points, all the terms and conditions published by MSETCL in booklet "Tender & Contract of Works" are applicable here also.

16) In case of dispute, if any, the legal jurisdiction of the court shall be Mumbai only.

17) General Conditions: The Contractor will be deemed to be fully aware of the MSETCL's General conditions of contract particularly in respect of Contract Performance Security, Security deposits, terms of payment, penalty for late delivery etc. Any ignorance of these conditions will not exempt you from your liability to abide by the same. General conditions are applicable as per MSETCL Rules and regulations. Moreover, the right to reject any or all tenders in part or full without assigning any reason is reserved by the undersigned. Also, the undersigned reserve the right to alter/amend /cancel any or all the terms and conditions stipulated above at any time in the interest of company without assigning any reasons thereof.

18) Contractor Integrity: The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

19) Contractor's Obligations during the Contract Period: The Contractor is obliged to work closely with the MSLDC staff, act within its own authority and abide by the directives issued by the MSLDC.

20) Confidentiality: The Contractor will treat all data and information about the MSLDC, MSETCL obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the MSLDC.

21) Indemnity: The Contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence to any action or suit being brought against the Contractor for anything done or committed to be done for the execution of this contract.

The Contractor will abide by the job safety measures prevalent in India and will free the MSLDC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Service Provider's negligence. The Contractor will pay all indemnities arising from such incidents without any extra cost to MSLDC and will not hold the MSLDC responsible or obligated. The MSLDC may at its discretion and entirely at the cost of the Contractor defend such suit, either jointly with the Contractor or single in case the latter chooses not to defend the case.

22) Termination Clause: The MSLDC can terminate the work order either in part or in full by giving fifteen (15) days' notice in writing in advance, in case MSLDC observes that the services are not as per the requirements. In case of termination, the Contract Performance Security, security deposit shall be forfeited.

23) Office space and normal office facilities shall be provided by MSLDC whenever required.

24) Travelling Expenses: No travelling expenses will be reimbursed or paid to the services & Maintenance Engineers or any other staff for visiting offices of the MSLDC for execution of this work order.

25) Any loss occurs to MSLDC property during execution of works, the Contractor should make it good at his cost.

26) If any accident occurs to the contractor's Engineer, labour or his any other person, while on duty, MSLDC, MSETCL will not be responsible in any way, either legal or financial, for the accident to the contractor's Engineer, labour or his any other person and the same shall be at the risk and cost of the contractor. The contractor will have to pay the compensation as per workman's compensation Act to the labours.

27) You shall abide to M.S.E.T.C.L. standard terms and conditions regarding work contract.

28) The MSLDC shall have the right to reject the work, partly or fully, done by the contractor if not in conformity with the requirements of the contract even after the rectification by the contractor during the guarantee period.

29) The MSLDC does not bind itself to accept the lowest or any bid and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. The MSLDC also has the right to re-issue the Tender without the Contractors having the right to object to such re-issue.

30) If any dispute arises, the decision of the undersigned is final and binding on you.

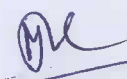
31) Signing of Contract Agreement: In case the order is placed, the Contractor will

have to enter an agreement with MSLDC, MSETCL as per clause no. 32 (Signing of Contract Agreement) of Section I (Instructions to Bidders) in the prescribed format on bond paper/franking of Rs.7200/- amount (Amendment vide Maharashtra Stamp Act, 20 of 2015) at Contractor's cost, within 7 days from the date of Letter of Award, as per the D O ltr no. Mudrank- 2009/2707/Pra. Kra./326/M-1 dtd 09.10.09. And Co. 's Adm. Circular no. 207 dtd 17.04.2010. The MSLDC, 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 MSLDC, MSETCL. The necessary Stamp Duty for the agreement shall be borne by the Contractor.

Schedule: A

Scope of work: -

1. Supply, installation, testing, commissioning of material as per the tender and scope of work.
2. Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and/or needed for erection, completion and safe operation of the equipment's as required.
3. The Bidder shall be responsible for providing all materials, equipment's, and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability, and reliability of the complete equipment covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
4. The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
5. The agency/company should integrate the hardware with the existing infrastructure.
6. The installation of equipment shall be accepted only after installation tests are over.
7. Onsite warranty for all installation and material delivered for minimum one year and extended as per OEM guarantee/warranty offered.9. The offered material shall be of good quality, reputed brand.


(Mahesh B. Bhagwat)
Chief Engineer (MSLDC)
MSETCL, Airoli