

- 19) **Income Tax** & any other tax, labour cess if applicable will be deducted from your bills as per rules.
- 20) **All royalties** and all local and other Taxes/Duties etc., shall be paid by bidder/contractor at his cost
- 21) **Also** the necessary approvals from the local authorities regarding the plan/s to be acquired by the bidder, the required support will be provided by this office wherever required.
- 22) **Bills:** Bills in triplicate should be sent to this office for payment along with advance stamp receipt.
- 23) **Penalty for late delivery:** If the materials are not supplied in given time frame & work will not be completed within stipulated time limit, penalty at the rate 1/2% (Half Percent) per week delay will be recovered from your bill subject to 10% maximum of work order value. In case failing of supply goods from your side, the balance goods will be purchased from other agency & difference in cost will be recovered from your bill & SD in this case will be forfeited to company.
- 24) **Penalty for downtime:** Agency/Company should solve the problem within 48 hours from the time of issue reported.
- 25) **Quantity:** Service & Material should be supplied as per specifications in enclosed Annexure 'A', 'B' only.
- 26) **The work** should be done as per the specifications given in the Annexure-A,B and as per the scope of work. MSETCL will not accept the items with different specifications.
- 27) **If the materials** are not approved / received in good condition, the same shall have to be replaced in part or in whole as per case.
- 28) **Guarantee:** The material offered will covered by guarantee by bidder under proper use of material or workmanship for a period of 12 months (i.e. one year) from receipt of material & this undertaking may be sent along with the bill without fail. During the period of guarantee you will replace free of cost material found defective. Also the OEM should have its own minimum 10 service centers spread all over India out which at least one should be in State of Maharashtra.
- 29) **You will** provide onsite services for any technical problem in the executed work for the period of one year. Onsite service should be provided at location where material is supplied.
- 30) **Agency/Company** should submit Manufacturer's / Supplier's warranty certificate at the time of delivery.
- 31) **The Extended Warranty/Guarantee** if required is to be obtained by the bidder at his own cost.
- 32) **The warranty** would be on-site and comprehensive in nature and back to back support from the OEM. Defective hardware/part shall be replaced by the bidder at his own cost, including the cost of transport.
- 33) **Agency/Company** should solve the problem within 24/48 hours from the time of issue reported.
- 34) **Packing:** The material shall be packed suitably for Rail/Road worthy packing as per standard practice.
- 35) **Any damage** during transit will not be the responsibility of MSETCL and bidder must agree to provide a replacement at his cost.
- 38) **Quality** of work and Material: Bidder will be responsible for quality of work and workmanship. The material should be supplied as per specification.
- 39) The bidder shall have complete responsibility of the materials supplied by bidder or handed over to the bidder if any. The bidder shall keep watch and ward for all the materials.
- 40) The ownership of bidder's goods, tools and plants shall, from the time of being bought on site, vest in the owner, and these may be used for the purpose of the works and shall not on any account be removed or taken away by the contractor from the site without the written permission of the Engineer In-charge. Bidder shall be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 41) The bidder shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works. The contractor shall provide housing accommodation to his employees at his own cost. He shall also be responsible for injury/accident to his employees, payment of compensation, etc. as may be required to be paid eventually, shall be borne by the bidder himself. The bidder should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.
- 42) **Compensation** under labor laws if any, during contract period will be on your account.

