



- Tender Specification number** : **EE/400KV RS O&M/DN/KRD/Tech/SRM-RE-TENDER-07/2023-24.**
- RFX No.** : **7000028879**
- Name of Tender:** **Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.**
- Estimated cost** : Rs. 16,08,541/- Including All.
- Earnest Money Deposit** : **Rs. 16085/-** By Online Payment Only
- Tender Fee (Including GST)** : Rs. 590/- (500 + 90 (18% GST) By Online Payment
- Date for download of Tender document.** : From 21.10.2023 from 00.00 Hrs. to 30.10.2023 upto 10.00 Hrs.(Sale Opening & Closing Date).
- Date & Time (Hrs.) for online submission of Tender Documents** : Upto closing date i.e. **30.10.2023** at **10.00 hrs.**
- Date & Time (Hrs.) for online opening of Tender Documents.** : a) Technical Bid:- **30.10.2023** at **10:30 hrs.** onwards; if possible
b) Price Bid:- **30.10.2023** at **16:30 hrs.** onwards; if possible.



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SRM – RE-TENDER NOTICE

EE/400KV RS O&M/DN/KRD/Tech/SRM-RE-TENDER-07/2023-24 /689 Date: 20.10.2023
MSETCL invites online bids (SRM E-Tender) from reputed and registered & experienced contractors on Mahatransco SRM E-Tendering website <https://srmetender.mahatransco.in> for the following tender specification.

Sr. No. (1)	Particulars (2)	Description (3)
1	SRM -Tender No.	EE/400KV RS O&M/DN/KRD/Tech/SRM-RE-TENDER-07/2023-24.
2	RFX No.	7000028879
3	Name of Tender	Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.
4	Date for download of Tender documents.	From 21.10.2023 from 00.00 Hrs. to 30.10.2023 upto 10.00 Hrs.(Sale Closing Date).
5	Date & Time (Hrs.) for online submission of Tender Documents.	Upto closing date i.e.30.10.2023 at 10.00 Hrs.
6	Date & Time (Hrs.) for online opening of Tender Documents.	a) Technical Bid :- 30.10.2023 at 10:30 Hrs. onwards; if possible. b) Commercial Bid :- 30.10.2023 at 16:30 Hrs. onwards; if possible.
7	Tender Estimate Amount	Limited upto Rs. 16,08,541 Including All.
8	EMD Amount	Rs. 16085/- By Online Payment Only.
9	Tender Fees	Rs. 590/- (500 + 90 (18% GST)) By Online Payment. (Nonreturnable)
10	Note: The EMD & Tender fee is to be deposited ONLINE only.	

For further details visit our above said website.

Contact Person : The Dy. Executive Engineer, 400KV R.S.(O&M) Dn. Karad.

(O) : Phone No. 9767104586

e-mail:-ee3130@mahatransco.in

Note : All eligible contractors are mandated to get enrolled on SRM E-tendering portal & having digital signature (signing & encrypt-decrypt certificates).

Sd/-
Executive Engineer
400KV RS (O&M) Dn.Karad.



Tender No: EE/400KV RS O&M/DN/KRD/Tech/SRM-RE-TENDER-07/2023-24.

Name of the work :- Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.

TERMS & CONDITIONS PART -I:

Your offer should be submitted in SRM –

1. Technical Bid- Attachment at header level i.e. RFX information – notes & attachments tab.
2. Commercial Bid- The rates to be quoted as direct input in SRM at respective item condition. Here condition tab has both Ex-works price & other tax etc. conditions.

1) Technical Bid: - This should contain following documents/ certificate as a proof of qualifying pre-requisites.

REQUISITES (TQR): If required, the original copies will have to be produced later.

Sr. No.	Particulars	Check List Y/N
a	Proof regarding submission of EMD and Tender fees paid online. OR If any exemption is availed from payment of EMD on the basis of SSI/NSIC Certificate etc. Then obtain certificate from practicing Cost Accountant/Chartered Accountant. Read condition 5.1 below : Note: - In case, the micro and small enterprises (who have been exempted from payment EMD / Tender fees) does not accept the tender being L1, then such micro and small enterprises shall be debarred form the bidding process for the all tender at MSETCL for next 2 years from the date of non-accepting of L1 bid.	EMD_01
b	Proof regarding filing of annual Income Tax Return for Assessment Year 2020-21, 2021-22 & 2022-23.	ITR_02
c	Valid Electrical Contractors License issued from government of Maharashtra	ECL_03
d	Proof of registration of firm under Bombay Shop & Establishment Act OR NOC from Local Grampanchayat.	SHOP_04
e	Proof of PAN & GST Registration Certificates.	GST_05
f	Undertaking for submission of insurance after issuing of order as terms and conditions sr. no. 5	Insu_06
g	Valid Solvency Certificate from Schedule/Nationalized Bank to the extent of 25% value of the estimated cost of the tender (i.e.Rs.402135.00 /-).	BSC_07
h	The experience certificate of work Renovation of 220KV and above transmission line Tower Earthing (Counter Poise & Pipe Type) during last Five years (from the scheduling date of submission of tender) having bidder must have experience of successfully completed of works having	EXP_08

	<p>a) One similar completed work order cost not less than the amount equal to 80% of the estimated cost OR</p> <p>b) Two similar completed work orders each costing not less than the amount equal to 50% of the estimated cost OR</p> <p>c) Three similar completed work orders each costing not less than the amount equal to 40% of the estimated cost in power sector of state governments utility or central governments utility, public limited organization , semi- government , government enterprises For all above satisfactory work completion certificate is mandatory from not below the rank of Executive Engineer within last 5 years during last five years of MSETCL, MSEDCL OR State power utility, PGCIL in single order.</p>	
i	Partnership deed OR Copy of Resolution of BOD OR Power of Attorney if applicable.	POA_09
j	List of technical persons, machinery & T&P, which will be used for tender works.	T&P_10
k	List of work currently in hand along with order reference if any.	LWH_11
m	Valid Turnover upto 60% of the estimated tender amount & Net Worth Certificate upto 25% of estimated amount duly certified by chartered accountant for last Three financial year i.e. 2020-21, 2021-22 & 2022-23 along with UDIN No.	NW&TO_12
n	Proof of Registration under Employee Provident Fund Act or undertaking if not registered under this act.	EPF_13
o	Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities as per enclosed format in ANNEXTURE-I .	CERT_14
p	UNDERTAKING (On Non-Judicial Stamp of Rs.500/-) as per format attached.	
q	Personal Organization detail sheet stating Name, Vendor No. PAN/GST, e-mail, Ph.No./Mobile No.etc) as per enclosed format in ANNEXTURE II .	BLACK_15

*** Joint venture & Consortium will not be allowed.**

• **Directive for uploading the Documents :**

- ❖ The bidder / tenderer must upload clear visible and readable scan copy of above valid documents in qualifying bid in .PFD, .JPG or similar file supportive format, absence of any documents / independence file will result in disqualification for opening of commercial bid. The offer of the bidder not fulfilling these qualifying requirements will not be considered for further evaluation and shall summarily rejected. The file size should not be more than 20 mb . The file should be with proper named as per TQR. If the bidder attached file found corrupt or in improper non supportable

format then the bid of respective bidder will be rejected on account of non-submission of documents in prescribed manners. The entire responsibility will be fixed on bidder.

Note: 1. The agency should not upload additional documents which is not mentioned above.

Such Types of bid will be appreciated.

- ❖ The bidder should upload the scan copy of original document in PDF for easy convene.
- ❖ It is suggesting that, the bidder will upload the ZIP RAR file. If the bidder upload the file which has been corrupt or non-supportive for opening or download then, this office will not take any responsibility for same. It may lead to disqualification for non-availability of technical documents.
- ❖ The bidder should confirm the documents which has been uploaded in technical bid is properly attached and download. Also, the documents is not corrupt during uploading.
- ❖ This office will not responsible for corrupt the file during uploading. It may lead to disqualification as a technical documents non submission.

2. Techno-commercial Bid :- All the above documents should valid during bid validation period as well as contact period ,however the validity of any of above documents is expired then the agency should renew the validity of documents. The proof regarding that document validity to be submitted.

If the bidder is exempted from any of above documents, Please attached / submit the proof of exemptions from respective document.

Two bid system should be followed for submitting the offer. Uploading of required documents shall be done on MSETCL's SRM E-tender website <https://srmetender.mahatransco.in>

3. Price Bid:-This should contain only price bid, the rates quoted should be inclusive of all (All type of taxes, packing & forwarding, transportation etc). If the bidder quoted rate does not shown any tax loading then it will be considered as inclusive of tax .

4. After verifying the complete documents/certificate, pre-qualifications as above in Technical Bid, fulfilling the desired pre-requisites, the Price Bid will be considered / opened. If the same is not found to be meeting, the pre-requisites Price Bid shall be kept without opening.

Tender with incomplete details or not submitted on prescribed tender form etc. are liable for rejection. This office will not be responsible for delay due to internet connectivity problem or website problem, server problem, corrupted file uploading-downloading etc.

This office reserves the right to reject any or all tenders without assigning any reason thereof.

Note: - The documents must be attached in PDF/similar format only along with duly attested each document.

If commercial documents are downloaded in word file / editable format, it will not be taken into consideration anyhow.

5. Bid Opening:

Bidders who have not submitted the tender fee and the EMD shall not qualify for commercial bid opening.

The EMD will have to pay online in SRM tendering system.

The EMD may be forfeited:

(A) If a bidder withdraws its tender during the period of bid validity, or

(B) In case of a successful bidder, if the bidder fails:

- to execute the agreement / contract within 15 days from the date of the issue of order.
- to submit Security Deposit as specified in the terms and conditions

5.1 A. The Material /Service required against present tender are covered under said SSI/NSIC Certificate.

B. Turnover/Manufacturing capacity have not exceeded the limit indicated in said SSI/NSIC Certificate as on date of submission of bid.

If required EMD is not paid or both of above certificates for exemption of EMD is not submitted then respective bid is straight away liable for rejection.

The micro and small enterprises (only manufacturing and service enterprises) as defined in MSMED Act, 2006 are exempted from paying EMD and tender fees. The Udyog Aadhar Memorandum and Udyog Aadhar Registration Certificate submitted by said enterprises should indicate the same Material / Service as required against the tender floated.

The bidder has to pay EMD and tender fees in following cases:

If the Micro / Small Enterprises Registration Certificate does not indicate the relevant classification code covering Material / Service and required against the tender floated.

If the investment in plant and machinery or equipment exceeds the threshold limit indicated in the MSMED act, 2006 (at present the threshold prescribed limit being for Micro upto Rs.25 Lakhs; Small – Rs.25 Lakhs to 5 Crs. as investment in plant and machinery and for Micro – upto Rs.10 Lakhs; Small – Rs.10 Lakhs to Rs.2 Crs. as investment in equipment's)

In case of works contract, if the Micro and Small Enterprises submits that the enterprise shall supply all the materials of intended works contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & Tender Fees to MSETCL. However, an undertaking duly notarized from Micro and Small Enterprise to this effect is to be submitted along with bid.

The works contractor except as stated above and tenders are excluded from the benefits of EMD and tender fees, hence shall be required to pay EMD or tender fees while participating for e-tender process at MSETCL.

The registration certificate as submitted by Micro and Small enterprises shall be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountant in practice.

Note: - In case, the micro and small enterprises (who have been exempted from payment EMD / Tender fees) does not accept the tender being L1, then such micro and small enterprises shall be debarred form the bidding process for the all tender at MSETCL for next 2 years from the date of non-accepting of L1 bid.



As per MSETCL circular no. MSETCL/Dir (Ops) /10812 date:10.10.2018 enclosed with tender documents please refer

If the documents submitted in the Technical Bid are found not complying with the requirement of the tender documents, the bid will be considered as non-responsive and the Price bid of the corresponding bidder will not be opened for further evaluation.

6. The Technical Bid and Price Bid of e-Tender undersigned shall be opened on the dates and time as mentioned in the Tender Notice, if possible.

Right to accept or reject the bid:

7. The undersigned reserves the right to accept or reject any or all bids and to cancel the bidding process and reject all bids at any time prior to award of contract, without giving prior notice.

8. The undersigned does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or nor acceptance,

9. The undersigned reserves the right to split up the order, if it is felt necessary in the interest of MSETCL or same rate quoted by 2 or more bidder .

10. If the other Bidder accept to work at lowest Rate received in offer the company may allot the work by splitting the work to such bidder. However the company reserves the rights to accept or reject the offer.

11. Calculation for deciding the successful bids : Not applicable.

This office reserves the right to reject any or all tenders without assigning any reason thereof.

Executive Engineer
400KV RS (O&M) Dn.Karad

1. **DEFINITION OF TERMS** :

In constituting these general terms and conditions and the annexed specifications, the following words shall have the meanings herein assigned to them.

1.1 **'Owner' or 'Purchaser' or 'Company'**: shall mean the Maharashtra State Electricity Transmission Co. Ltd, (MSETCL) Mumbai and shall include its legal representatives, successors and permitted assignees.

1.2 **'Contractor'** shall mean the Bidder, whose Bid has been accepted by the Owner for the award of the contract and shall include such successful Bidder's legal representatives, successors and permitted assignees.

1.3 **'SUB-CONTRACTOR'** shall mean any person (other than the Contractor) named in the contract for any part of the work or any person to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Owner/Engineer and will include the legal representatives, successors and permitted assignees of such person.

1.4 **'Engineer'** shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the contract, in this case “The Executive Engineer, EHV O & M Division – Karad”.

1.5 **'Engineer's Representative'** shall mean any assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer, in this case the “Substation In charge of under EHV O&M Division Karad”.

1.6 **'Specification'** shall mean the Tender specification forming a part of the contract and such other Schedules as may be mutually agreed upon.

1.8 **'Site'** shall mean the whole of the premises, buildings, substations, EHV lines and grounds in or upon which the work or works is or are to be provided, executed, erected, done or carried out.

1.9 **'Notice of Award of Contract'/'Letter of Award' (LOA)** shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.10 The **'Contract'** shall mean the agreement, if any, to be entered into by the Owner with the contractor and shall include the conditions of contract, specification, schedules, tender guarantees, drawings, and any further conditions which may be specifically agreed to between the parties as forming a part of the contract.

1.11 **'Contract Price'** shall mean the sum named in the contract agreement if any or the work order by the Owner, subject to such additions there to or deductions there from as may be made under the provisions herein after contained.

1.12 **'Contract Value'** shall mean that part of contract price which is properly appropriable to the work in question having regard to the amount of work done and all other relevant circumstances



and disregarding any changes that may have occurred since the date of contract in the cost of executing the works.

1.13 '**Agency Supervisory Personnel**' shall mean the supervisory personnel deputed by the Contractor or any other manufacturer who has supplied materials or under whose supervision the installation of equipment is to be carried out.

1.14 '**Date of Contract**' shall mean the date on which LOA is issued and/or acceptance of bid is intimated to Contractor as the case may be.

1.15 '**contract period**' shall mean the time period required from issue of LOA/Telegraphic intimation of acceptance of bid/work order acceptance/actual handing over the site to the stage the works are ready for engaging the persons upto one year .

1.16 The term '**Final Acceptance**' shall mean the Owner's written acceptance of the works performed under the contract after successful testing and commissioning of the equipment's covered under this contract.

1.17 '**Month**' shall mean the calendar month. DAY or DAYS unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

1.18 '**Writing**' shall include any manuscript, under or over signature and/or seal as the case may be.

1.19 When the words '**Approved**', '**Subject to approval**', 'As directed', 'Accepted' etc. or words or phrases of like are used, the approval, direction, Judgment, etc. is understood to be a function of the Owner/ Engineer.

Executive Engineer
400KV RS (O&M) Dn.Karad

SPECIAL INSTRUCTIONS TO THE TENDERERS FOR RFX NO. 7000028879.

2. In view of restructuring of MSEB in to four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of Companies Certificate No.U40109MH2005PTC153646 and nomenclatures the "Maharashtra State Electricity Transmission Co. Ltd." Henceforth, if the word MSEB or Board appears in this tender shall be read as the Maharashtra State Electricity Transmission Co. Ltd.

2.1. Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail .The bidder should answering the all question ask in SRM tendering in Yes /No. along with comments if asking

- a. In comments must submit the information in prescribe format
- b. If the answer is yes for question then should attach the necessary documentary proof

2.2 Fixed Price

The Financial offer shall be on a fixed price basis, inclusive of all taxes. No price variation should be asked for relating to increase in work cost, taxes, price variation, etc.

2.3. Information about Bid Process

For the smooth bid process, the information regarding bid process and / or any change if any, shall be displayed **only on website** as and when required. All the prospective bidders are suggested to take cognizance of the same.

2.4 Submission of E-Tender Offers

Online submission of tender document will be **on or before on 30.10.2023 upto 10.00 Hrs.** MSETCL may, at its discretion, extend this deadline for submission of offers by amending the tender document. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable will be rejected.

2.5. Validity of Bids

All the bids will be valid for a period of 120 days from the date of tender opening for placing the initial order. If necessary, MSETCL may give extension in the bid validity period beyond 120 days. This may extend for further 45 days. No request will be considered for price revision during the contract period. However, after selection of bidder, the successful bidder failed short to satisfy the requirement of the company and he is required to be removed, the rest of the bidder may be consider for selection for the rest of contract period on the same rates quoted by the bidder.

2.6. Evaluation of Bids

a) Preliminary Scrutiny

i) Prior to the detailed evaluation, MSETCL will determine the substantial responsiveness of each offer to the bid documents. For purpose of this clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the tender documents without any material deviations. The MSETCL's determination of an offer's responsiveness will be based on the contents of the bid offer itself without recourse to extrinsic evidence.

ii) MSETCL reserves the right to waive any minor infirmity or irregularity in a offer, if it is curable and is in the interest of the organization (MSETCL). The decision of MSETCL in this regards shall be final binding on all bidders.

b) Technical Evaluation

i) The two-stage selection procedure shall be adopted for evaluation of the bids .In the first stage, the Technical bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC) comprising technical evaluator and commercial evaluator.

ii) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications mentioned in technical & financial qualifying criteria. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation /deviation of bids of these agencies will be done.

iii) For the agencies which meet the pre - qualification criteria, the TEC would examine the technical details and may ask for additional information from the bidders **if required through the deviation in SRM**. On request from the TEC, the bidding agencies may have to produce additional information. To speed up the tender process, MSETCL at its discretion may ask for any technical clarification to be submitted by means of SRM deviation process by the bidder. In such cases, original copy of the document describing the technical clarifications must be sent to MSETCL by means of courier / in person if required. The time limit, in which the bidders' have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.

iv) The calling of deviation to said tender for additional documents or non-submission documents will solely be decided by undersigned and it is not mandatory to call deviation for incomplete documents to bidders. This office is always looking for, the bidder to submit all required documents as per TQR during bid submission period to avoid the further delay and complication. The undersigned reserved all rights reject / select the bids.

v) MSETCL will not accept conditional bids.

vi) MSETCL reserves the right to verify the educational qualification etc. of the proposed staff of the agency if required.

vii) MSETCL reserves the right to accept or reject any tender offer, and to recall the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the MSETCL's action.

Viii) The bids of firm quoting impracticably low or nil service charges are liable to be rejected on technical grounds.

c) Financial Evaluation

i) Price bids of only the technically qualified bidders shall be opened after completing the technical evaluation of bidders.

ii) A Tender Evaluation Committee (TEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format shall be rejected.

iii) The lowest total amount for all kind of services quoted by any one bidder in the comparative chart, the individual lowest rate of service items will not consider.

iv) In case same rates quoted by two or more agencies, the work order will be issued on based on equally divided, In such case, the order may divide/split in that bidder subject to receiving the consent from bidder. The final decision will be taken by tendering authority and which will bind to all bidder.

v) Statutory taxes at the prevailing rates shall be payable by MSETCL on production of documents of its submission with the concerned authority.

vii) TDS will be deducted as per prevailing Income Tax Laws and certificate to his effect shall be provided to the agency by MSETCL. The responsibility of paying the taxes as per prevailing rates and as claimed in the bill amount, will be of the agency.

viii) The agency should be registered with the concerned Govt. Authorities, and a copy of the registration may be submitted.

ix) In case, the agency fails to comply with any statutory duties & liabilities and taxation liability under appropriate law, and as a result thereof the MSETCL is put to any loss/obligation, monetary or otherwise, the MSETCL will be entitled to get itself reimbursed from the condition and for the same the outstanding bills/ performance security bond to the extent of the loss or obligation in monetary terms.

x) The Executive Engineer 400KV R.S. Division Karad, MSETCL reserves the right to withdraw /relax any of the terms and condition mentioned above so as to overcome the problems encountered at a later stage.

2.7 Award Criteria

- i) On written communication from MSETCL for having qualified for said tender work to MSETCL, the agency shall sign the contract (letter of award) within 10 days of such communication. Failing which the offer shall be treated as withdrawn and EMD will be forfeited.
- ii) The agency selected for providing manpower shall give Security Deposit of 5% of contract value in cash/D.D./A/c payee cheque/RTGS/NEFT . On receipt of **Security Deposit** towards Security Deposit the EMD of the empanelled agencies will be returned. MSETCL will have the right to forfeit the Security Deposit without assigning any reasons if performance of the agency is not found up to the mark.
- iii) The cost of stamp duty payable as per Mumbai Stamp Duty Act 1958 towards work contract shall be borne by the agency.
- iv) MSETCL reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

The bidder can visit the office of the Ex.Engineer 400KV R.S. (O&M) Dn. Karad & get familiarized with the work to be executed & expectations of MSETCL in this regard to avoid further complications/misunderstanding.

3. VALIDITY OF TENDER:-

Tenders shall be open for acceptance by the company for a period of **180 days** from the date of opening of the tender and the tenderer shall be bound to so carry out the work on such acceptance within, this validity period dispatched on tenderers address. All quotations submitted against this tender shall be deemed to comply with the conditions unless otherwise agreed by the Company.

4.. SUBMISSION OF TENDER:-

1) Being e-tender which will be digitally signed by bidder's e-tender signatory, there is no necessity to attest the documents. Further it will be presumed that all e-tender conditions that upload in this e-tender are agreed by you, however the consent letter regarding acceptance of the tender terms & conditions should be submitted in the given format by you. The tenderer must quote his final rates (including all taxes & duties/charges) online through SRM e-tendering portal of MSETCL (<https://srmetender.mahatransco.in/>). Any variation, revision in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding, server problem, website problem etc., after the tender has been submitted. The tender rates must include all charges such as labour charges and material cost. The item rates visible in the SRM system are SOR (schedule of rates) rates of MSETCL; which are inclusive of all i.e applicable rate of the GST & Labour cess.

The bidder should fill the rate of various items as Ex-Works & taxes if any may be filled at respective Tax field. Otherwise it will be presume that the rate quoted as Ex-Works are inclusive of all taxes.

After verifying full documents & certificates, pre-qualification as mentioned above in the technical bid, fulfilling the desired pre-requisites, the commercial bid will be opened/considered. Don't attached any scanned rate sheet in the technical bid. If found so his bid will be straight away rejected. If the technical bid is not found to be meeting the desired pre-requisites the commercial bid shall not be opened. The facility of calling deviation in SRM-tendering system might be availed at discretion of the undersigned. After opening the tender if required, the original documents might be asked to produce in this office for the purpose of verification. If found any mismatch between the documents attached in SRM Technical bid & physical verification the EMD paid will be forfeited along with straight away rejection & proposal will be submitted for black list.

Tenderers are prohibited from making any additions or alterations, in the description of articles mentioned in the Schedule/tender doc. All the tenders must be submitted in this form online only through SRM e-tender portal and must be clearly filled in as per the online srm e-tendering process.

Remarks: The scanned copy of required documents is to be uploaded in Commercial Bid only in SRM - tender portal wherever necessary.

5. EARNEST MONEY DEPOSIT:- Each Tenderer will be required to pay the earnest money deposit of **Rs.06,283/- (Rs.Six Thousand Two Hundred & Eighty-Three Only) by Online facility only.** Request for exemption from EMD shall not be considered on any grounds. Request for payment of EMD after closing of tender and considerations of the tender shall not be entertained.

The earnest money deposit is liable to be forfeited under the following conditions: -

- a) In case the tender is withdrawn after the specified time/date of tender opening, but before expiry of the validity period.
- b) In case of the tenderer refuses to accept the order placed during the validity period.
- c) In case tenderer fails to pay the prescribed Security deposit against an order placed within the prescribed period.

The EMD should be paid by On-Line Only. No interest shall be allowed on the EMD in respect of unsuccessful tenders. The EMD will be returned as soon as the tender is finalized and upon the tenderer returning to the Company the receipt thereof duly discharged in favor of the Company. In case of successful tenderers the EMD will be adjusted against the Security Deposit on specific request by the tenderer.

Proof Regarding EMD: - Proof regarding submission of EMD through online facility OR if any exemption is availed from payment of EMD on the basis of SSI/NSIC certificate etc.

Then obtained certificate from practicing Cost Accountant/Chartered Accountant stating that

- i) The material/Services required against present tender are covered under said SSI/NSIC Certificate.
- ii) The turnover/manufacturing capacity has not exceeded the limit indicated in said SSI/NSIC certificate as on the date of submission of the bid.

If required EMD is not paid OR both of the above certificates for exemption of EMD is not submitted then respective bid is straight away liable for rejection as per Corporate Office guidelines.

PRICE :- The rates quoted should be firm and price variation will not be applicable.

The bidder should fill the rate of various items as Ex-Works & taxes if any may be filled at respective Tax field as mentioned in tender condition No.03.

6.ACCEPTANCE OF TENDERS: - The Company does not bind itself to accept the lowest or any tender neither will any reasons be assigned for rejection of any tender. It is also not binding on the Company to disclose any analysis report of tender.

7.DISCARDED TENDER CONDITIONS: - The company reserves to itself the right to reject tender which does not confirm to any of the conditions.

**Executive Engineer
400KV RS (O&M)Dn.,Karad.**

TERMS AND CONDITIONS FOR WORK ORDER TO BE ALLOTMENTS:

1.NAME OF WORK :- :- Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad. as per SRM Schedule –‘A’ enclosed herewith for the Maharashtra State Electricity Transmission Company Ltd., (herein after referred as the company). The work validity period for the said work is 24 months from the date of issue of the work order. All personnel, labours, material & T&P are to arranged by the bidder. The Executive Engineer 400KV RS (O&M) Division, Karad will or his Engineer In-charge or deputed by Executive Engineer will be site in-charge for the above works. The work should be carried out as per Schedule ‘A’ & as per the instructions given by the incharge.

The bidder is accepted to visit the office of the Ex.Engineer 400KV RS (O&M) Dn. Karad & get familiarized with the work to be executed & expectations of MSETCL in this regard to avoid further complications/misunderstanding.

Special Note :- Please refer the detail schedule ‘A’ before quoting the bid.

2. SCOPE OF THE WORK :- :- Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad. as and when required.

Scope includes following activities :-

- 1. Renovation of pipe type and counter poise type earthing for 400KV Line tower as per MSETCL standard drawing and specification .**
- 2. The quantity mentioned in schedule A are approximate and it might be changes / alter as per actual site condition and as per directive of site incharges .**
- 3. Counter poise type earthing Including excavation of pits/trenches, laying of earth wire and fitting plates/ lugs to tower legs including supply of all materials (Viz. GI wire, lugs, nuts / bolts etc) and back filling, complete in all respect as per drawing to be furnished by the MSETCL.**
- 4. Pipe type earthing including excavation of pits/ trenches, laying of pipe & G. I. strip, filling chemical / Bentonite, salt, charcoal surrounding G I Pipe, connecting G.I. strip to tower, back filling, Ramming, compacting etc. complete including supply of complete set of pipe earthing including G.I. strip 50mm X 6mm X 3.50 Mtrs. length and 25 mm dia. & 4mm thickness for hot dip galvanized pipe 3 mtr. Length & required G. I. nut bolts as per drawing and Coal: 150 Kg & Salt: 15 Kg OR Bentonite Powder**
- 5. For counter poise earthing , The rates are included 4 nos. of tower legs earthing of different tower locations i.e. 4 leg earthing is equal to 1 nos. of counter poise earthing .**
- 6. The tower leg cleaning activities where ever required shall be in bidder scope .**
- 7. The bidder should be submitted earthing values after execution of work in supervision of Engineer Incharge and value should be within limit as per IE standard .**
- 8. If in case of ROW issue occurred then type of renovation of earthing will be changed as per directive of Engineer Incharge . e.g. if there is counter poise earthing however the the same is not possible due to ROW then pipe type earthing will be done**

The work should be completed as per Schedule ‘A’ given by Executive Engineer 400KV RS (O&M) Dn.Karad or his representative i.e. Addl.Ex.Engineer 400KV (LMSD.) unit, Karad assigned for the job.

The tenderer will have to take all the precautions at his own cost, until handing over the site back to MSETCL.

3.SECURITY DEPOSIT:- Every tenderer whose tender is accepted either in whole or in part must deposit money within 10 days from the date of receipt of information, by way of Security for the due and proper fulfillment of this contract by D.D. payable to the M.S.E.T.C.L. EHV O&M Circle, Karad.

Security Deposit Payable at 5 % of the amount of the order.

In the event of Contractor, failing to deposit such security within the stipulated time limit, the Company shall have full discretion to cancel the acceptance communicated to the said tender subject to deductions, if any as per the terms of the contract the Security deposit will be returned after the successful completion of this contract of the work. No interest will be allowed on this deposit.

4. AGREEMENT: - Agency has submitted the Agreement on Non Judicial Stamp Paper of **Rs.500/- (Rs. Five Hundred Only)** on his own cost. If any amendments in the execution of agreement bond the same must be Bourne by you.

5. INSURANCE: - As per Chief Engineer (Projects) letter no.8450 dtd. 30.11.2022 and Chief Engineer (O&M) letter no.4729 dtd. 07.07.2023, the contractor shall obtain the relevant Insurance policy, i.e. EAR/CAR/TCE/SCE and the Labour insurance, from the Directorate of Insurance only. The address is “Vima Sanchalanalay, Maharashtra Rajya, Gruhnirman Bhavan, 264, First Floor, Opposite Kala Nagar, Bandra [E], Mumbai -51”, Phone 26590403/26590690. The circular is issued as per GR/Sankirn-2018/Pr.Kr.47/Vima Prashasan dtd.13.07.2022. The copies of the letter and GR are attached. Insurance obtained directly from any Insurance company will not be accepted.

If the Insurance policy is not submitted, an amount @ 0.5% or 1% (as per Annexure “B” of the GR) of the contract value will be deducted from the first bill and deposited with the Directorate of Insurance. If the period of the contract is extended / increase in contract value, the additional Insurance should be deposited as per Annexure ‘C’ of the GR.

6. MATERIAL APPROVAL & SUPERVISION OF THE WORKS UNDER THIS CONTRACT :- The work should be carried out under the supervision of Ex. Engineer 400KV RS (O&M) Dn. Karad or his representative i.e.Addl. Ex. Engineer 400KV (LMSD.) unit, Karad assigned for the work. The material which will be used in execution of the works must be got approved from him well in advance, and only approved material should be used. You will have to obtain such certificate from the Addl. Ex. Engineer, 400KV (Maint.) unit, Karad.

7. SUBMISSION OF RA BILLS :- The bill for the work as per Schedule ‘A’ should be submitted minimum of **Rs.02.00 Lakhs** to under singed in triplicate along with copy of the work completion report duly certified by the concerned authority in the name of office of the **Executive Engineer, 400KV RS (O&M) Dn., Administrative Building, Ground floor, Vijaynagar, Karad- 415114 (GST No.27AAECM2936N1Z2). The same will be reflected subject to availability of funds at Circle office.**

The following documents should submit along with tax invoice

1. Tax Invoice in Triplicate
2. Delivery Challan (if material include)
3. JMC of work should duly signed by Engineer Inchage and site supervisier of agency

8. TAX DEDUCTION AT SOURCE: - In accordance with Income Tax Act 1961 I.T. will be deducted at source at the prevailing rates from the bills. Similarly, any other applicable taxes amend by the Government that will be deducted at source, as per statutory levies (laid down by Central or State Government) will also be deducted from the bills at the prevailing rates.

Also applicable (TDS of GST) & Labour cess as per rule will be deducted from your bill at source as per prevailing rates.

9. PAYMENT: 100% payment of bills for the work actually carried out will be given to you after deducting applicable taxes subject to availability of funds at EHV Circle, Karad.

10. EXECUTION OF THE WORK UNDER THIS CONTRACT: - You will have to execute the work as per the directives given by Ex. Engineer or his representative.

11. The workmanship for the above subjected work should strictly of best quality & as per standard specifications of MSETCL and confirming to the IS standard. Also the work should be carried out upto the full satisfaction of Ex. Engineer, 400KV RS (O&M) Dn., Karad or his representative assigned for the job.

12. PERIOD OF THE CONTRACT: - The Period of the work order contract is of **One Year from the date** of issue of the work order. The work order will be issued through e-mail as well as by the registered post.

13. T&P / MANPOWER: - All the required Tools, Skilled Manpower & T&P required for the job will be in your scope. You should take necessary steps for timely procurement of the required material as per the contract.

14. TRANSPORTATION: - The necessary & required transportation of the materials/labours will have to be done at your own cost. No any transport facility for the material / labour will be provided by MSETCL.

15. GUARANTEE: - The work carried out by you shall be **guaranteed for One Year** for material as well as workmanship which you supplied must be against manufacturing defect, poor performance & poor workmanship from the date of execution of the work. The guarantee certificate should be submitted along with the bills.

If any defect observed due to poor/bad material, workmanship that should be redone by you free of cost, if reported to you within this guarantee period.

16. PENALTY: - If the work is not completed within stipulated time period the penalty at the rate of 0.5 % per delayed week will be charged & deducted from your bill limited to 10 % (maximum).

17. The workmanship and material used should of best quality & as per standard specifications of MSETCL and confirming to the IS standard.

18. COMPENSATION: - The MSETCL will not be responsible for any accident occurred during the working to your employees. No any compensation will be given by MSETCL. You should make the Insurance of all your employees during the contract period by local authorized Insurance Co. approved by MSETCL. Labour Insurance as per MSETCL circular No.14419 Dtd.07.11.2013.

19. DAMAGES: - Also during the working, if any damages occurred with the property of MSETCL due to your negligence the same will be recovered from your bills, SD & with the other MSETCL offices with the current market rates.

20. All statutory rules & regulations of MSETCL work contract are also applicable for this contract.

21. APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT: - Notwithstanding anything stated herein, the Company's general terms and conditions of work contract are applicable strictly to this work order.

22. You shall be abiding with all Govt. Rules, Statutory Regulations, and status for this work including Workman Compensation Act Any deviation will be at your cost and risk.

23. DISPUTE :- In case of any dispute whatsoever, regarding interpretation of the terms and conditions or quality/quantity etc: the decision of the Executive Engineer, MSETCL, EHV O&M Circle, Karad or his designated representative will be final and binding on the contractor at any cost. No any entertainment will be allowed.

24. JURISDICTION: - In case of any dispute arises; the legal jurisdiction of the Court shall be Karad only.

25. TERMINATION OF CONTRACT :- The undersigned reserve the right to **amend/modify/cancel** the work order at any stage in the interest of MSETCL without assigning any reason thereof.

**Executive Engineer
400KV RS (O&M) Dn.Karad.**

(For information only: Actual rate should be input directly in SRM)**Sub :- Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.**

Particulars	SAP Service No.	HSN/S AC Code	Unit	Qty.	Rate per Unit	Add 1% LS and @18% on unit rate	Total amount in Rs.
Tower earthing as per MSETCL specification							
Counter poise type earthing Including excavation of pits/trenches, laying of earth wire and fitting plates/ lugs to tower legs including supply of all materials (Viz. GI wire, lugs, nuts / bolts etc) and back filling, complete in all respect as per drawing to be furnished by the owner (400KV Karad-55 Qty. & 400KV Alkud - 15 Nos) = 70 Nos.	50006586	995443	No.	70	14730.00	17555.21	1228864.98
Pipe type earthing including excavation of pits/ trenches, laying of pipe & G. I. strip, filling chemical / Bentonite, salt, charcoal surrounding G I Pipe, connecting G.I. strip to tower, back filling, Ramming, compacting etc. complete including supply of complete set of pipe earthing including G.I. strip 50mm X 6mm X 3.50 Mtrs. length and 25 mm dia. & 4mm thickness for hot dip galvanized pipe 3 mtr. Length & required G. I. nut bolts as per drawing and Coal: 150 Kg & Salt: 15 Kg OR Bentonite Powder (400KV Karad-21 Qty. & 400KV Alkud -11 Nos) = 32 Nos.	50006587	998736	No.	32	6593.00	7857.54	251441.20
Fixing of Cu spike rod earthing at tower peak with separate earth pit and material. (400KV Karad- 03 Tower & 400KV Alkud - 03 Tower) = 06 Towers.	50018966	995461	Tower	6	17933.00	21372.55	128235.30
							Rs.1608541.28
Say Amount Sixteen Lakh Eight Thousand Five Hundred and Forty One Only							Rs.1608541.00

Note: For counter poise earthing , The rates are included 4 nos. of tower legs earthing of different tower loactions i.e. 4 leg earthing is equal to 1 nos. of couter poise earthing .

Signature of the Tenderer

**Executive Engineer
400KV R.S.(O&M) Dn.,Karad**

Special Instructions of GST RFX -7000028879

Name of work : Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.

SRM - tendering System of MSETCL is now GST Compliant.

The Pricing Conditions have to be entered again for all the Items. The % GST applicable (Tax Code) as per HSN/SAC has to be selected by the Bidder from General Data Tab under Item Details [Refer the below Table]. Alternatively, these changes can be easily carried out by Download/Upload Template functionality on the Response Page.

Sr. No	Vendor	TAX CODE	TAX RATE	DESCRIPTION
1	Vendor within Maharashtra	T0	0%	GST Purchase 0%
2		T1	5%	GST Purchase 5% (SGST+CGST)
3		T3	12%	GST Purchase 12% (SGST+CGST)
4		T5	18%	GST Purchase 18% (SGST+CGST)
5		T7	28%	GST Purchase 28% (SGST+CGST)
6	Vendor Outside Maharashtra	T0	0%	GST Purchase 0%
7		T2	5%	GST Purchase 5% (IGST)
8		T4	12%	GST Purchase 12% (IGST)
9		T6	18%	GST Purchase 18% (IGST)
10		T8	28%	GST Purchase 28% (IGST)
11	Vendor within Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
12		E1	5%	Reverse charge on expenses 5%(SGST+CGST)
13		E2	12%	Reverse charge on expenses 12%(SGST+CGST)
14		E3	18%	Reverse charge on expenses 18%(SGST+CGST)
15		E4	28%	Reverse charge on expenses 28%(SGST+CGST)
16	Vendor Outside Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
17		E5	5%	Reverse charge on expenses 5%(IGST)
18		E6	12%	Reverse charge on expenses 12% (IGST)
19		E7	18%	Reverse charge on expenses 18% (IGST)
20		E8	28%	Reverse charge on expenses 28% (IGST)

After filling all the prices and Tax code, confirm all changes once again. Save and submit the response before due date and time as per prevailing procedure.

Bidders are requested to take note of above changes in the System and submit their offers accordingly.

In case of any difficulty, please refer the revised version of “Guidelines to Submit eTenders”, Contact MSETCL Contact Person indicated in the RFX or reach us at sradmin@mahatransco.in

TENDER NO.: EE/400KVRSO&M/DN/KRD/Tech/SRM-T-05/2023-24.

RFX No. 7000028879

SPECIFICATION

Conditions of Tender & Contract.

Name & Address of the contractor.

Particulars of Registration & Class in
Which registered.

i) In the Board/Company.

ii) In other Govt. Deptt.

Reference may be made to 1)

2)

3)

Previous experience in state electricity companies or other works.

Sr.No. Name of work executed. Department. Value of Order.

Any other information the contractor may desires to give.

Place:

Date:

Signature of the Tenderer.

LETTER TO THE EXECUTIVE ENGINEER

To,
The Executive Engineer,
M.S.E.T.C.L. 400 KV R.S(O&M)Dn. Karad,
At Vijaynagar Post. Supane,
Tal. Karad. Dist. Satara.

Dear Sir,

I / WE agree to execute the work mentioned in the above tender at the rates herein tendered by me/us subject to the conditions of the tender which I/we have carefully read and thoroughly understood the same.

Yours Faithfully,

Name and address of the Tenderer:
With Seal

TENDER NO.: EE/400KV RS O&M/DN/KRD/Tech/SRM-TENDER-07/2023-24.

RFX – 7000028879

If there are deviations from your side, then only this sheet may be uploaded in technical bid.

DEVIATION FROM SPECIFICATION.

Sr. No.	Clause No.	Details of Deviation with justification.
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Signature & Seal of Tenderer

UNDETAKEING FOR BLACKLIST TO BE ADDED

Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities.

I/We hereby declare that I/We is/are participating in MSETCL's Tender No.

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are not Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge and belief.

I/We hereby agree that in case My Firm/We are Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere, My/Our Offer is liable for rejection at any stage of Tendering process as per Tender Conditions.

Further, I/We hereby understand and agree that in case My Firm/We are Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere, My/Our order is liable for termination at any stage of order execution process and My Firm/We shall be solely responsible for the consequences arising out of it.

Authorized Signatory

Seal of the Firm

**Non-Judicial Stamp of Appropriate amount
(Presently Rs.500/-)**

UNDERTAKING

I/We,.....authorized signatory of M/s..... solemnly declare that :

1. I/We am/are submitting the bid against the tender No.....& I/We offer to execute the work in accordance with all the terms, conditions & provisions of the bid.
2. I/We hereby confirm that all the documents submitted by us in hard as well as soft form (self-documents & third party documents) are genuine, authentic, true & valid.
3. I/We am/are obliged to present the original documents/certificates for verification, wherever called for, by any authority of MSETCL.
4. Further, all information furnished by us in respect of fulfilling of eligibility criteria & qualification information of this tender is complete, correct & true to the best of our knowledge and belief and nothing has been concealed therein.
5. If any information or document submitted is found to be false/incorrect/misleading/misrepresenting at any time, MSETCL may reject my bid & take action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including Earnest Money/Security Deposit & debarring of our firm.

Yours faithfully,

(Authorized Signatory)

Name, Signature & Seal/Stamp of the bidder

Place :

Date :

ANNEXURE – II

All required information, documents, Certificates, Licenses etc. should be valid as on the last date of submission of bid. Otherwise bidder/agency shall be treated/held as 'not eligible'. As such only copy of the receipt/application for getting required information, documents, Certificates, Licenses etc. shall not be considered for eligibility criteria.)

[ON AGENCY'S/BIDDER'S LETTERHEAD]

TECHNICAL BID FORM

Outward No. of Bidder:

Date:

To,
The Executive Engineer
400KV R.S.Division MSETCL,
Karad

Sub. : Renovation of 400KV Tower Earthing (Counter Poise & Pipe Type) of 400KV LMSD, Karad/Alkud Under 400KV RS Dn., Karad.

Ref. : Tender No.EE/400KV RS O&M/DN/KRD/Tech/SRM-TENDER-07/2023-24.

Sr. No.	Details of the documents (Issued before the last date of submission of E-Tender)	Mentioned Validity period wherever it is necessary or mention other details	Enclosed/ Not Enclosed
1	Full name and address of the company/ firm. Permanent address of the contractor/ proprietor of the firm and proof for the same.	Permanent Address: _____ _____	
2	Proof for valid registration under Shop & Establishment Act 1948 with attested True copy.	Shop Act Registration No:- Validity:-	
3	Full name of the company/firm,	1)Bank name:- 2)Bank full address:- 3)Bank account number:- 4) PAN No:-	
4	Copy of Income Tax Return for 3 year	Financial Year	
5	PAN card Xerox copy	PAN no.	
6	Solvency Certificate of minimum 25% of tender estimated cost issued by nationalized/scheduled bank /public sector bank (valid for one year from the date of issue).	Name of bank : Solvency certificate no . date : Amount of solvency :	
7	The experience certificate as per TQR sr. H	Work order no. date and year Amount of work order	
8	Valid Electrical Contractor's License.	Electrical Licence no. date: Validity upto	

9	GST registration certificate	GST no.	
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Thanking you,

Yours faithfully,

Signature: _____

Full Name of the Officer who signed this letter _____

Full Address: _____

Telephone No.: STD Code- _____

Number: _____

Mobile No. : _____

Seal of the
Agency/Bidder

Date: _____

AGREEMENT

This agreement made at _____ on the date of _____ between _____ hereinafter called 'The Contractor' which expression shall unless excluded by or repugnant to the context include its successors or permitted assigns of the one part and the Maharashtra State Electricity Transmission Co. Ltd. (hereinafter called 'The Company' which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

Whereas The Executive Engineer, 400kV R.S O & M divisions, Karad of Maharashtra State Electricity Transmission Co. Ltd. invited tenders according to the power held by him as per rules -----

-----, in accordance with the plans and specifications annexed there to and WHEREAS the said bid was accepted by the Maharashtra State Electricity Transmission Co. Ltd. under the LOA / Work Order No. _____ dated _____ placed with the said contractor on the terms and condition specified in the tender & aforesaid work letter of the Company and on the conditions of the contract as specified in the tender.

NOW THIS AGREEMENT witnesses and it is hereby agreed and declared as under:

1) In consideration of the value of the work (contract) Viz. ₹. _____ (₹. _____) placed with contractor on the terms and conditions specified in this contract the contractor hereby covenants with the company that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described or which are implied there from or may reasonably be necessary for the completion of the said work within and at the time & in manner and subject to the terms & conditions and stipulations contained in this contract and the Company shall pay to the contractor all the sums of money as and when become due and payable under provisions of contract.

2) The Contractor shall undertake for ----- as per specification and bid accepted by the company vide letter No. _____ and will complete the same in the stipulated period in accordance with the plans and specifications and conditions in the bid & specification.

3) The contractor shall complete the work as per the terms and conditions specified in the company letter No. _____ dated _____.

4) The Contractor shall indemnify the company for all claims of injury caused to any person whether workman or not while in or upon the works or the site and the Company shall not be bound to defend claim brought under the Workmen's Compensation Act and the contractor shall be liable for any such claims.

5) The Company's aforesaid letter along with tender submitted by the contractor along with the plans and specifications and contractor's acceptance letter No. _____ The said papers has listed below are signed by : 14

1) Shri.

2) Shri.

3) Shri.

for and on behalf of the contractor and The Executive Engineer, 400kV R.S O & M divisions, Karad on behalf of Company.

List of Documents forming the Schedule hereto.

a) The letter of acceptance **b)** Bid form **c)** Conditions of contract. **d)** Form of agreement

e) Scope of Work

f) Bill of quantities i.e. Schedule 'A'

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature. Signed and delivered by.

1. Shri. 1.

2. Shri. 2.

In presence of

1. Shri. 1.

2. Shri. 2.

Duly constituted attorney for signing on behalf of MSETCL

Signed and delivered by : The Executive Engineer, 400kV R.S O & M divisions, Karad.

For & behalf of company

In presence of

1. Shri.

2. Shri.

**Executive Engineer,
400KV RS (O&M) Dn.,Karad.**