

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.



(A Government of Maharashtra Undertaking)
CIN NO.: U40109MH2005SGC153646

E-TENDER NOTICE

<https://srmetender.mahatransco.in>

STANDARD BIDDING DOCUMENT

**Engaging Skilled / Unskilled Manpower on Outsourcing Basis for
Maharashtra State Electricity Transmission Company Limited**

(Tender Reference No. MSETCL/HR-MPP/NT/Tender-1/2024)

RFx No. 7000032542

Date of Issue: 02.08.2024

Last Date for Online Submission: 09.08.2024

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
(CIN NO.U40109MH2005SGC153646)**

'Prakashganga', Plot No. - C-19, Bandra-Kurla Complex,
Bandra (E), Mumbai-400051

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

(CIN NO.U40109MH2005SGC153646)

'Prakashganga', Plot No. - C-19, 7th Floor, Bandra-Kurla Complex,

Bandra (E), Mumbai-400051

Tel (O): (022) 26595218/26595000

E-mail: cgmhr@mahatransco.in Website: www.mahatransco.in

E-TENDER NOTICE
(MSETCL/HR/Tender-01/2024)

**For Engaging Skilled / Unskilled Manpower
on Outsourcing Basis for MSETCL**

1. Maharashtra State Electricity Transmission Company Limited (MSETCL) a wholly owned corporate entity under the Government of Maharashtra, incorporated under the Companies Act, 1956 intends to engage skilled/unskilled manpower at MSETCL, Corporate Office, Mumbai for job work for a period of **One Year/s OR till the requirement exists** purely on Outsourcing Basis through Manpower Provider Firms / Agencies.
2. The Estimated Tender cost is **Rs.4,69,09,010.98/- (Rs. Four Crores Sixty Nine Lakhs Nine Thousand Ten and Ninty Eight Paise Only.) (Approximately) including GST.** Online bids are invited from registered manpower firms/agencies for providing skilled/unskilled manpower on the terms and conditions mentioned in tender document No. MSETCL/HR/Tender-01/2024 made available on website **<https://srmetender.mahatransco.in>** with **RFx No. 7000032542.**
3. Selection of bidder will be strictly on the basis of fulfillment of the eligibility criteria and considering past performance.

Chief General Manager (HR) (I/C)
MSETCL, Corporate Office, Mumbai

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

Office Name and Office Address: C-19, Prakashganga, Bandra-Kurla Complex, Bandra I, Mumbai-400051
E-mail: agm7hr@mahatransco.in Website: www.mahatransco.in

Schedule of E-Tender Notice

The tender document can be downloaded by the bidder from website <https://srmetender.mahatransco.in>

Sr.No.	E-Tender Reference	Particulars
1	E-Tender No.	MSETCL/HR-MPP/NT/Tender-01/2024
2	RFx No.	7000032542
3	Subject of E-Tender	Engaging skilled/unskilled manpower on outsourcing basis
4	Estimated E-Tender Amount	Rs. 4,69,09,010.98/- (Rs Four Crores Sixty Nine Lakhs Nine Thousand Ten and Ninty Eight Paise Only.) (Approximately) including GST.
5	E-Tender Fees	Rs. 5000/- (Rs. Five Thousand only) + GST, as applicable. It is non-refundable.
6	EMD (1% of Tender Amount)	Rs. 4,69,090.11/- (Rs. Four Lakhs Sixty Nine Thousand Ninty and Eleven Paise Only)
7	Performance Bank Guarantee in lieu of Security Deposit (5% of Tender Amount)	Rs. 23,45,451/- (Rs. Twenty Three Lakhs Forty Five Thousand Four Hundred and Fifty One) To be furnished by successful bidder within 14 calendar days from date of issue of Work Order
8	Sale Opening Date	02.08.2024 at 15:00 Hrs
9	Sale Closing Date	09.08.2024 at 15:00 Hrs
10	Date of Pre-Bid Meeting	06.08.2024, 11:00 Hrs at MSETCL, Corporate Office (C-19, Prakashganga, Bandra-Kurla Complex, Bandra I, Mumbai-400051)
11	E-Mail Address to who queries if any, to be sent by the bidders	agm7hr@mahatransco.in sradmin@mahatransco.in
12	Date & Time of opening of Technical Bid	09.08.2024, 16:00 Hrs
13	Date & Time of opening of Financial Bid	It will be intimated by E-mail to only Technically Qualifying Bidders (19.08.2024)
14	Contact Person and Telephone Numbers	The Assistant General Manager (HR-NT), Maharashtra State Electricity Transmission Company Limited Plot No.- C-19, E block, Prakashganga, Bandra-Kurla Complex, Bandra I, Mumbai-400051. Tel No. (022) 26595218/26595000 e-mail:agm7hr@mahatransco.in

For further details visit our website: <https://srmetender.mahatransco.in>

Note: All eligible contractors are mandated to get enrolled / registered on E-tendering portal.

Terms & Conditions:

- a. The tender documents can be downloaded online from aforesaid website, within aforesaid date.
- b. The bidder should have to submit their appropriate bids (Technical & Commercial) online, well in advance within aforesaid date & time. The scan copy of EMD receipt and Tender Fees Receipt should be submitted online along with the bid.
- c. The Technical Bid will be opened online on **09.08.2024 at 16.00 Hrs** and Commercial / Financial Bid opening date will be intimated by E-mail to only Technically Qualified Bidders.
- d. MSETCL shall not be responsible for non-submission of bid due to any website related problems.
- e. The undersigned reserves the right to cancel the tender at any time without assigning any reason.
- f. Bids shall remain valid for 90 days from the last date of submission of bids.
- g. MSETCL reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reasons thereof.

Chief General Manager (HR) (I/C)
MSETCL, Corporate Office, Mumbai

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1. Introduction

Maharashtra State Electricity Transmission Company Limited (hereinafter referred as MSETCL) represented by the Chief General Manager (HR), Corporate Office, Mumbai is inviting e-tenders for providing manpower on outsourcing basis at C-19, Prakashganga, Bandra-Kurla Complex, Bandra (E), Mumbai- 400051 from the reputed agencies registered under appropriate class/laws and who are meeting the qualifying criteria mentioned hereunder.

2. Requirement

E-tenders in the prescribed format are invited from the agencies having experience in providing services of skilled / unskilled manpower on outsourcing basis for job work. The contract will be for a period of **one year/s** with extended period if required or till the requirement exists whichever is earlier. MSETCL will also take into consideration the performance of the contesting agency / agencies in the past at the time of deciding their eligibility. Further, MSETCL has the right to review the performance of the agency / agencies at regular intervals during the contract period to decide whether contract to be continued or not. The selected agency / agencies shall be asked to provide required manpower to MSETCL in the category of Multi-Tasking (Skilled), Back Office (Skilled) and Back Office (Unskilled). Details of employees' role, basic qualifications and essential qualifications required for the respective categories of manpower is indicated in

Annexure-I.

3. Technical & Financial Qualifying Criteria for the Bidder

- a) Name, Permanent Address and Registration details of the agency and details of Officer Nominated for participating in tendering process.
- b) Certified copies of partnership deed / Joint Venture or proprietorship deed, Article/Memorandum of Association etc.
- c) Current valid copy of Labour license obtained from Labour Commissioner Office.
- d) The Bidder should have a current valid PF & ESIC Registration Certificates. (The Bidder should take Group Insurance Cover for his Employees where ESIC is not applicable.) Online ECR or Chalan against payment of contribution towards PF and ESIC for last Six months to be submitted.
- e) The bidder shall submit the details of Bank Account i.e. Bank Name, Bank address, Account Number etc.
- f) **Tender Document Fees and EMD:** The scan copies of EMD receipt (Transaction I.D.) (1% of Tender Value) and Tender Fees Receipt (Transaction I.D.) (Rs. 5000/- (Rs. Five Thousand only) + GST, as applicable) should be submitted online along with the bid.
- g) Udyog Aadhar Memorandum & Udyog Aadhar Registration Certificate (if applicable) (separate CA certificate regarding MSME should be attached). Bidder is liable for getting exemption from paying EMD (Earnest Money Deposit), if submitted CA certified copy of MSME. EMD examination not applicable above 50 Crores turnover under MSME.
- h) **Statutory Documents to Establish Eligibility:** The agency shall specifically ensure compliance of various Laws / Acts, including following Laws / Acts, and their enactments / amendments / modifications, if any.
 - a. The Employees' Provident Fund Act, 1952
 - b. The Bombay Shops and Establishment Act, 1948
 - c. The Contract Labour (Regulation and Abolition) Act, 1970 and Rules thereunder
 - d. The Employees' State Insurance Act, 1948
 - e. Any other relevant Act / Rules in force
- i) I.T. Returns for last three Financial Years 2020-2021, 2021-22 & 2022-23 along with audited P&L and Balance Sheet certified by CA. All financial documents regarding documents considered for financial year 2020-2021, 2021-22 & 2022-23 applicable in every Annexures.

- j) The bidder shall submit the following registration details of Regulatory Authority / Departments in **Original Scanned Copies**:
- (i) Current valid copy of registration under Shops and Establishment Act.
 - (ii) Current valid copy of GST Registration (as applicable)
 - (iii) Professional Tax Certificate
 - (iv) Current valid copy of PAN / TAN Card as the case may be.
 - (v) Declaration regarding not been blacklisted/ non forfeiture of EMD / Security Deposit / Bank Guarantee in the past in the format given in **Annexure - II**
 - (vi) No relation undertaking as per the format given in **Annexure - V**
- k) **Experience:** The Bidder should have a minimum of **two (02) years of experience** in providing Manpower on outsourced basis (Experience Certificate shall be provided). The bidder shall provide details of establishments to whom he has provided manpower and the nature of work done. (i.e. Name of the Establishments, Its Address, Outsourcing Category in which Manpower Provided and Its Numbers, Value of Work Orders etc.). This information shall be provided as per **Annexure VIII**.
- l) **Turnover:** The Bidder shall be an agency registered under the Contract Labour Act, 1970 and who has executed works of providing manpower during last three years. The bidder should have turnover / completed work in providing manpower of an average of worth 60% of tender estimate or more for preceding three Financial Years 2020-2021, 2021-22 & 2022-23. The bidder should have to produce certificate duly certified by Chartered Accountant along with UDIN in the proforma given in **Annexure- IX**. The certificate should match with ITR bifurcation of amount between manpower services and others to be mentioned.
- m) **Net worth:** The Bidder should have Net-worth last Financial Year not less than 25% of tender estimate. The certificate along with UDIN from the Chartered Accountant stating net worth shall require to be submitted along with the tender document as given in the **Annexure-X**.
- n) Affidavit on Rs.100/- non-judicial stamp paper of Govt. of Maharashtra as per Annexure - A of the Circular No. 35 (1950) dtd.21.03.2024. Its **original copy** to be submitted to the respective office within 3 working days after last day of bid submission.
- o) The copy of tender document with sign on all pages indicating that all terms and conditions of tender has been agreed shall be submitted.
- p) Preference will be given to Maharashtra State based Bidders having their office in local area. The selected Bidder shall establish his office within the jurisdiction of the office initiating the Bids; for attending the emergency services. The undertaking that a branch office will be opened in the jurisdiction on award of contract shall be submitted by the bidder, as per **Annexure - XII**.

For the bids to be considered, the bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted as a bound document containing an index page stating about the information furnished.

4. Bidding Process

The bidder is expected to examine all instructions, forms, terms, conditions and specifications in the tender document. Failure to furnish information required as per the tender document or submission of a tender offer not substantially responsive in every respect to the tender document will be at the bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the forms / proforma in the tender are not fully furnished.

4.1. Two Bid System Tender

The offers shall be in two separate parts containing (i) **Technical Bid & (ii) Financial Bid**.

4.1.1. Tender Fee and EMD:

i) Tender Fees

Non-refundable fee of Rs. 5,000/- (+ GST as applicable) to be paid by bidder through online payment mode on SRM portal.

ii) Earnest Money Deposit (EMD)

- Bidders are required to submit an EMD Rs. **4,69,090.11/-** (Rs. Four Lakhs Sixty Nine Thousand Ninty and Eleven Paise Only) through online payment only on SRM portal. Offers, submitted without EMD, will be rejected.
- The bidder registered with MSME/NSIC is exempted, provided that the said bidder is required to submit Udyog Aadhar Memorandum and Udyog Aadhar Registration Certificate duly certified by Chartered Accountant which has mentioned of said service as required against the tender floated.
- EMD of the unsuccessful bidders will be returned within 30 days after the expiry of the prescribed tender offer validity period.
- EMD of the successful bidders will be returned on executing the Contract, Performance Security Bond and furnishing the Security Deposit.
- **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:
 - a) To execute the agreement / contract within 10 days from the date of the issue of the Work Order.
 - b) To submit Security Deposit as specified in the terms and conditions

4.1.2 Technical Bid

The Technical Bid shall contain the following:

- i)** Documents Establishing Bidder's Eligibility
- ii)** The technical details as required in **Annexure-III** of this tender document and documents mentioned at Point No.3 of this tender document.
- iii)** The bid document should be signed and stamped on each page.
- iv)** A letter of acceptance of terms and conditions of the tender (**Annexure-VII**).

4.1.3 Financial Bid:

The Financial Bid shall contain the following:

- i)** The bidders are required to submit the Financial Bid online.
- ii)** The rates quoted by the bidders should be all inclusive i.e. Rates of Wages and Allowances payable to persons including Statutory Compliance Charges, Profit Margin (Min. 5% of Minimum Wages i.e. Basic Pay + Special Allowance), GST, etc.
- iii)** The Bid of Bidder with Profit Margin less than 5% is not admissible.
- iv)** The lowest one (L1) bidder will be decided on the basis of rates offered in the Financial Bid by the bidder inclusive of all taxes, profit margins, GST, etc.
- v)** Only one rate should be quoted for each outsourcing category. In case dual rates are offered / quoted for the same item, the offer will be rejected.

- vi) In Case, same rates are quoted by two or more bidders, then the work will be divided by the bidders who have quoted same rates.
- vii) In Case, same rates are quoted by two or more bidders, then the process of dividing the work and award of contract will be followed.
- viii) The rate of Special Allowance / Cost of Living / Dearness Allowance may get vary/ revised at the time of opening of tender than at the time of floating of the tender. In such case, rate of Special Allowance / Cost of Living / Dearness Allowance at the time of floating tender shall be considered, while opening tender. However, while issuing Work Order, revised rate of Special Allowance / Cost of Living / Dearness Allowance will be considered.

4.2. TERMS AND CONDITIONS

4.2.1. Erasures or Alterations and Signing of Tender Offers

The tender offer shall be digitally signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the contract. Such authorization shall be indicated by Power of Attorney on a Stamp Paper accompanying the Tender offer. Any other tender document, if required, shall be duly signed by the Bidder or authorized person without erasures or overwriting except as necessary to correct the errors made by the Bidder, in that case such corrections shall be indicated by the person or persons signing the offer.

4.2.2. Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as “OK”, “accepted”, “noted”, is “not acceptable”. The MSETCL shall treat offers not adhering to these guidelines as unacceptable.

4.2.3. Costs & Currency

The offer must be given in Indian Rupees only, inclusive the following:

- Salary of employee, profit margin, etc.
- All taxes and levies including GST.

4.2.4. 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 manpower cost, taxes, price variation, etc. However, only in case of increase / addition in the rate of minimum wages by the Government of Maharashtra such as Basic and / or Special Allowance / Cost of Living / Dearness Allowance, GST, etc. and / or introduction / increase of any allowance by the Company the said difference shall be paid by the company after production of documentary proof of payment made to the persons provided by the bidders from the effective date declared by the GoM.

4.2.5. 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.

4.2.6. Submission of E-Tender Offers

Online submission of tender document will be on or before **9th August, 2024 at 15:00 Hrs (Date & Time)**. 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 tenderer

previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable will be rejected.

4.2.7. Late Tender Offers

Any tender offer received by the agencies after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

4.2.8. Validity of Bids

All the bids will be valid for a period of 90 days from the date of tender opening for placing the initial order. If necessary, MSETCL may give extension in the bid validity period beyond 90 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 considered for selection for the rest of contract period on the same rates quoted by the successful bidder.

4.2.9. Opening of Bids

- The Technical Bid submitted through online will be opened on **09.08.2024 at 16.00 hours (Date & Time)**.
- The opening date of the Financial Bid submitted through online will be intimated by E-mail to only Technically Qualified Bidders.
- The MSETCL shall have right to extend the above dates.

4.2.10. 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 an offer, if it is workable 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).
- 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 of bids of these agencies will be done.
- iii) For the agencies which meet the prequalification criteria, the TEC would examine the technical details and may ask for additional information from the bidders if required. 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 facsimile/ email 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 / Online. 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) MSETCL will not accept conditional bids.
- v) MSETCL reserves the right to verify the educational qualification etc. of the proposed staff of the agency if required.
- vi) MSETCL reserves the right to accept or reject any tender offer, and to annual 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.
- vii) The bids of firm quoting below estimated cost are liable to be rejected on technical grounds.

c) Financial Evaluation

- i) Commercial bids of only the technically qualified bidders shall be opened.
- 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 bidders have to quote amount in Indian rupees as per schedule of the financial bid. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. If the agency does not accept the correction of the errors, its bid will be rejected and EMD forfeited.
- iv) The lowest total amount for all kind of services quoted by any one bidder in the comparative chart, subject to the Minimum Wages Act and other statutory benefits prescribed including profit margin (Min 5% & above) plus 20% supplementary allowance on monthly Basic and GST will be selected and contract will be awarded.
- v) In some cases, more than one bidder is shortlisted for being at par in such cases the competent authority should divide the proposed work order amongst all the bidders who have been shortlisted.
- vi) TDS will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the agency by MSETCL. The responsibility of paying the GST (as applicable) as per prevailing rates and as claimed in the bill amount will be of the agency.
- vii) The agency should be registered with the concerned Govt. Authorities and a copy of the registration may be submitted.
- viii) 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 / record from the condition and for the same the outstanding bills / Performance Security Bond / Bank Guarantee to the extent of the loss or obligation in monetary terms.
- ix) The Chief General Manager (HR), MSETCL in respect of Corporate Office or the Chief Engineer of respective zone 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.

4.2.11. Award Criteria -

- i) On written communication from MSETCL for having qualified for providing manpower to MSETCL (letter of award), the agency shall sign the agreement 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% in the form of Demand Draft / Bank Guarantee/ FDR (Fixed Deposit Receipt) within 10 days from the date of LoA of contract value in the form of Performance Security Bond as per **Annexure-VI**, from a nationalized bank for the duration of the contract / extended period in favor of MSETCL, Mumbai. The agency shall also arrange to renew / extend the Performance Security Bond as informed by the MSETCL from time to time. On receipt of Performance Security Bond towards Security Deposit the EMD of the bidder / agency will be returned. Security Deposit will not be accepted in any other form. Also, no any request for extension for submission of Security Deposit shall be entertained. 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 selected agency for providing manpower on outsourcing basis for job work shall required to give element-wise breakup for each outsource category, the element-wise breakup shall cover all heads i.e. basic, special allowance, HRA, supplementary allowance-20% on monthly Basic, PF, ESIC contribution and deduction, bonus, earned leave, leave salary, profit margin-fixed amount, GST, etc.
- iv) In case of non-payment of Security Deposit within stipulated time limit, the action of cancellation of LoA may be initiated & EMD shall be forfeited.
- v) No request of bidder regarding deducting amount of Security Deposit from the monthly bill shall be entertained.
- vi) The Performance Security Bond / Security Deposit shall be refunded after providing of no claim / no dues certificate by the bidder.
- vii) The cost of stamp duty payable as per Mumbai Stamp Duty Act, 1958 towards work contract shall be borne by the agency.
- viii) 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.

5. Payment Terms

- i) The services to be provided shall be on man-month basis. The 'man-month' shall mean 'Calendar month'. The payments to the agency will be made on monthly basis.
- ii) The payment towards services / persons provided by the agency for job work shall be made by MSETCL within 60 days from the date of submission of the bill / invoice in triplicate by account payee cheque, after furnishing all necessary documents showing payments made by the agency to these persons and having made the compliance of the rules of the relevant statues. The payment towards services provided shall be made after recording in the SAP ERP System on monthly basis. Payment will be subject to verification of proof that the agency has made payment of all statutory dues and complied with all other statutory provisions. No other charges or claims on any account whatsoever shall be payable by the company other than as mentioned in the Financial Bid. The company shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.
- iii) All payments to agency shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income- Tax Act, 1961 and other taxes if any as per Government of India rules.

- iv) The agency has to carry out all expenses towards payment of salary to persons engaged by them within prescribe time period. Then agency shall raise bill to MSETCL for reimbursement. The schedule for making payment to persons engaged and raising bill to MSETCL is explained by giving example as mentioned below:

Sr.No.	Particulars	Time Period
1	Attendance for the month of March to be submitted by the Agency	1 st April
2	After verifying attendance for the month of Mach, monthly bill to be raised by the agency	Till 7 th April
3	Statutory dues to be paid by the agency to respective Government Departments	Till 15 th April
4	Raising Bill for Reimbursement by the Agency	Till 30 th April
5	Payment of Bill to agency by respective MSETCL Offices	Therehence within 60 days

- v) The agency will submit pre-receipted bills in triplicate to the concerned Pay-Bill officer of MSETCL in the Corporate Office and the Field Offices by the last day of next month after fulfilling the following conditions:
- Agency will have to provide duly certified attendance sheets of the persons engaged by him to the Company along with the copies of attendance printout of thumb impression machine (Biometric Machine) and copies of gate passes of the last month (*early going, deputed at outside for official work, etc.*). Said attendance requires to be provided to concerned Pay Bill Officer of Corporate Office/ Field Offices by 1st day of every month. The concerned Pay Bill Officer will arrange for scrutiny of the bills, attendance, rates, etc. and submit it to F&A Audit Section for Audit purpose. Thereafter only, amount of audited bill will be released to agency.
 - The agency will make the payment to their deployed employees on or before 07th day of every month without fail.
 - Payment to the agency will be made after receipt of complete documents e.g. statutory payment etc. made to the Government Authorities pertaining to PF, ESIC, PT, etc.
- vi) The payment toward National Holidays (26th Jan., 1st May, 15th Aug., and 2nd Oct.) shall be paid /claimed on the actual working days. The loading for the same shall not be considered while calculating estimated cost of the tender.

6. General Terms & Conditions

6.1. General Conditions

- i) **Statutory Compliance:** The selected agency shall specifically ensure compliance of various Laws / Acts, including following Laws / Acts, and their enactments / amendments / modifications, if any.
- The Payment of Wages Act, 1936
 - The Employees' Provident Fund Act, 1952
 - The Bombay Shops and Establishment Act, 1948
 - The Contract Labour (Regulation and Abolition) Act, 1970 and Rules there under
 - The Payment of Bonus Act, 1965
 - The Payment of Gratuity Act, 1972
 - The Employees' State Insurance Act, 1948
 - The Employment of Children Act, 1938
 - The Minimum Wages Act, 1948
 - The Maharashtra Workmen Minimum HRA Act, 1983
 - The Bombay Labour Welfare Fund Act, 1953
 - Any other relevant Act / Rules in force

- ii) The bidder should submit the details of partnership deed or joint venture or proprietorship deed or Article / Memorandum of Association etc. as the case may be.
- iii) The selected agency shall not, without MSETCL's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of MSETCL in connection therewith, to any person other than a person employed by the agency in the performance of the contract. Disclosure to any such person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- iv) The selected agency shall not outsource the work to any other associate / franchisee / third party under any circumstances. If it so happens then it would amount the breach of conditions and ground for termination of contract including forfeiture of the Security Deposit, revocation of bank guarantees (including the ones submitted for other work orders also).
- v) MSETCL may, by written notice sent to the selected agency, terminate the work order and / or the contract, in whole or in part, at any time as per the requirement or change in circumstances in MSETCL. MSETCL reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed services.
- vi) The tenderer will have to make all the arrangements at his cost for payment of salary to the persons provided; only through fund transfer system (i.e. RTGS / ECS/ NEFT) in the individual saving bank account and all statutory contributions / deductions / benefits etc., in respect of this contract. The registrations required under various statutes including PF Act and ESI Act will have to be indicated and they shall be required to produce the Establishment Code Numbers issued by the respective appropriate authorities. In case of amendment / modification in provisions of any statutes, the registration if warranted or payment of any charges necessary will be the responsibility of the tenderer only. The agency shall give PF No. and ESI Card to the contract employee immediately after his/her joining.
- vii) The contract will be for a period of one year or till the requirement exists, whichever is earlier. The contract will be automatically stand terminated as soon as the period of contract or contract value is over. No separate notice will be issued for the termination of the contract. Further, the MSETCL reserves right to extend the period of selected categories for more than one year (not exceeding maximum period of 6 months or 50% of contract value whichever occurs earlier) on the same terms and conditions. The successful bidder is bound to accept such extension orders.
- viii) The successful bidder will have to pay Security Deposit @ 5% of order value of contract. The Security Deposit shall be paid in the form of Demand Draft / Bank Guarantee (Performance Security Bond)/ FDR (Fixed Deposit Receipt). The Security Deposit shall be paid by Demand Draft drawn on any Nationalized Bank in favour of **Maharashtra State Electricity Transmission Company Limited** and payable at Mumbai at par or in the form of Bank Guarantee favoring MSETCL. The tenderer shall arrange to renew this Bank Guarantee periodically as informed to the bidder by MSETCL from time to time.
- ix) The payment towards services / persons provided by the bidder for job work shall be made by MSETCL within 60 days from the date of submission of the bill / invoice in triplicate by the tenderer along with the all necessary documents showing payments made by him to these persons and having complied with all statutory provisions. The payment towards

services provided shall be made after recording in service entry sheet, on monthly basis. Payment will be subject to verification of proof of payment made by the bidder of all statutory dues and observance of all other statutory compliance. No other charges or claims on any account whatsoever shall be payable by the company other than as mentioned in the Financial Bid. The company shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.

- x) All type of payments such as monthly wages, contribution of ESIC, Provident Fund, Bonus etc., towards the persons engaged / provided by the tenderer shall be borne by the tenderer without any extra cost to the company and the tenderer shall be sole responsible for all sorts of statutory security regulations. The tenderer should register with the Provident Fund, Insurance Authority. All the documentary proof of PF, Insurance etc., paid to the Govt. Authority towards the persons provided by the tenderer should be submitted to this office along with the statement of deductions of individual indicating their allotment number of PF & ESIC etc. However, only in case of increase in the rate of minimum wages by the Government of Maharashtra such as basic and / or dearness allowance (cost of living) and GST, the said difference (including loading thereof i.e. PF, ESIC, Bonus, etc) shall be paid by company after production of documentary proof of payment made to the persons provided by the tenderer from the effective date declared by the GoM and documentary proof of compliance of PF, ESIC, Bonus, etc. on that amount.
- xi) The tenderer shall pay to his employees all dues (including Wages) and shall ensure that the wages paid to them are not less than the prescribed minimum wages under Minimum Wages Act as revised from time to time plus 20% Supplementary Allowance on monthly Basic.
- xii) The agency shall pay the Bonus at the time of Diwali to its employees working since last financial year, as per provision of the Payment of Bonus Act, 1965. If the contract is getting over before Diwali, then Bonus amount shall be paid from last salary of the contract. Further, List of employees to whom bonus is paid shall be submitted to concerned officer of MSETCL with the signature of employees.
- xiii) Contribution towards Welfare Fund, for employee contribution of Rs.25/- per employee and for employer contribution of Rs.75/- per employee shall be remitted by the agency to concern Government Department in the month of June and December. This Welfare Fund Contribution shall not be made applicable to Supervisor category of contract employees. Share of employer contribution towards Welfare Fund will be reimbursed to the agency on actual basis on submission of challan.
- xiv) The agency shall pay Leave wages amount every month as due and submit the claim / bill accordingly. In case of any increase in minimum wages or any other component or deduction or other statutory benefits, tenderer shall be liable to comply with all statutory formalities. The tenderer shall be responsible for compliance of all applicable laws, Local / State Central Governments' Laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof, maintaining proper records / registers and also submitting necessary returns to the concerned statutory authorities. In the event of non-compliance or contravention of any of the provisions of any laws due to failure or negligence of the tenderer, he shall remain fully liable and shall also keep the company fully indemnified against any risk, consequences, and / or cost arising thereof.
- xv) The terms and conditions stated in this Tender notice are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tender conditions and the bidders are bound to accept the same. If any condition appearing herein contradicts the standard terms and conditions for works, the conditions mentioned herein will supersede the standard conditions.
- xvi) All records / registers as per the various Labour Laws which are applicable from time to time shall kept at work site with the ownership of the tenderer at all times accessible only when both tenderer and MSETCL officers / representatives are present.

- xvii) Tenderer shall make arrangement to deploy one person as supervisor to monitor his work force without any extra cost to the Company. He will resolve issues of the persons provided by the tenderer regarding payment of wages, PF, ESIC etc.
- xviii) Income Tax as per rules will be deducted from the bill / Invoice of the tenderer.
- xix) The tenderer shall be liable for payment of Minimum Wages plus 20% supplementary allowance on monthly Basic, Special Allowance/ DA/ Cost of Living Allowance (As revised from time to time by concerned Govt. Authority), HRA, Bonus, PF, Gratuity, ESIC, Leave Salary, Workmen's Compensation for accidents, Contribution to Labour Welfare funds etc., as applicable to the persons provided by the tenderer.
- xx) After contract is over, Security Deposit shall be paid to the contracting agency, only after submitting undertaking stating that all dues (including bonus and leave encashment) are paid to the concerned Government bodies and to the respective contract employees engaged through them. Further, to release Security Deposit, 'No Dues Certificate' of PF, ESI etc. shall be submitted by the agency.
- xxi) Once the contract is over after completion of prescribed period or if the contract is cancelled in between period, in such case, it is mandatory to the agency to complete procedure of filling up and submission of relevant forms (Form No.13/19, 10 C/20, 10 D etc.) of P.F. withdrawal, Pension Form etc.
- xxii) The agency shall pay equal remuneration to male and female persons deployed by them for doing same work assigned, under sec.4 of The Equal Remuneration Act, 1976.
- xxiii) The agency shall submit written guarantee about not to deploy child worker as per Child Labour Prevention Act, 1986. **Annexure - XI.**
- xxiv) The agency shall provide 'Experience Certificate' to the contract employee after completion of each contract.
- xxv) The agency shall maintain Muster cum Wage Register and its entries must be updated from time to time.
- xxvi) The agency shall provide I-card to each and every person deployed by them with photo and valid signature and stamp. Without valid I-card, contract employees are not allowed to enter the premises of MSETCL Offices, substations or Project area.
- xxvii) In case of death of contractual employee, while on duty, his legal heirs should be preferred as contractual employees.

6.2. Security

The tenderer shall ensure that all his personnel, while in the premises of the company; comply with the company's rules and regulations regarding safety, security, discipline and good conduct. The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

6.3. Indemnity

The agency will indemnify MSETCL of all legal obligations of its personnel / professionals deployed for MSETCL. In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and you will have to make good of the losses so incurred to MSETCL, otherwise the same will be deducted from the security deposit or from the payments.

6.4. Providing Services / Support

- i) The agency personnel shall be required to provide services / support as specified by MSETCL. In case any personnel of the agency is found engaged in doing any work other

than the above or found not useful for the specified job, the agency shall withdraw him / her from service and arrange for replacement immediately at their own cost.

- ii) The agency shall be responsible for any damage to equipment's, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at MSETCL's premises. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use.
- iii) MSETCL stands absolved from any liability on account of death or injury sustained by the concerned personnel during the performance of this contract and also for any damages or compensation due to any dispute between the agency and its personnel.
- iv) The personnel shall maintain office decorum. They shall be courteous, polite and cooperative and able to perform the duties with due diligence. They must observe all the etiquette and protocol while performing the duty. The agency shall verify the character antecedents before deploying any person at MSETCL.
- v) Any extra expenditure for getting the work done from other agencies / open market due to the failure of the agency to provide support within the scheduled time as mentioned in the contract / work order will be recovered from the agency through security deposit or pending bills or any other dues payable to the agency by raising claims.
- vi) MSETCL reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of MSETCL will be final in this regard.
- vii) This contract is a contract for services for job work and there is no express or implied relationship of employer and employee between agency's employees' representatives and the MSETCL.
- viii) The agency shall provide the required manpower within the period specified in the requisition of the company otherwise the penalty of 0.5 % per week of the value of the manpower not provided in time will be levied subject to maximum 10% of order value. In case agency fails to provide the required number of personnel to the MSETCL, the contract to agency will be terminated and security deposit will be forfeited. Recovery will also be done for work got done from alternate sources at the risk and cost of the defaulting agency.
- ix) In case of manpower, the agency shall have to provide immediate replacement for the deployed manpower if the MSETCL is not satisfied with the performance of person provided.
- x) Except the payment of charges on man-month basis to the agency for the services provided, the company will have no obligations either financial or legal etc., in respect of any of the personnel provided by the agency in pursuance of this contract.
- xi) For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, Aadhar card No. and two passport size photographs and furnish these details / information to MSETCL, as and when required.
- xii) The agency shall issue appointment order / letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-cards at their respective places of work.
- xiii) The agency shall issue monthly pay-slip indicating earning side of Basic + DA + HRA + Supplementary Allowance + Leave etc. & deduction side of PF + ESIC + PT etc.
- xiv) **Quantity:** Estimated number of manpower to be engaged on outsourcing basis is indicated in the **Annexure-III A**, based on which basis tender value is workout. However, it should be clearly noted that MSETCL shall place the order only as per the actual requirement from time to time.

xv) **Bio-matric machine:** Bio Matric machine/ machines shall require to be installed by the agency at agency's cost at Office Premises for thumb impression for daily attendance in respect of the persons provided by the agency. Based on the printout of biometric attendance i.e. date, in time & out time, the bill shall be prepared for the persons provided by the agency. For the persons provided by the agency but working in office other than main office buildings to be prepared based on attendance certified by the concern officers.

xvi) **Duty Hours:** The persons provided for job work will have to work on all working days for 8 hours per day. For the category of Back Office- III (Unskilled) i.e. (Office Boy) it shall be from 9.30 am to 6.30 pm and for other categories timing may be 10.00 am to 6.15 pm. If necessary, they may be asked to work on 2nd and 4th Saturdays and on holidays. In case of absence of the person provided, pro-rata deduction will be made from the man-month charges payable considering number of working days of the company office. However, the leave rules as per Shops and Establishment Act, 1948 shall be followed by the agency. In case of absence of any person, or any person provided is found unsuitable for the job, the substitute arrangement will have to be made immediately by the tenderer without any additional cost as the payment is man-month basis. He will ensure that day to day need of the company is being fulfilled. He will have to take daily review for next day requirement and arrange to provide persons accordingly.

xvii) **Late Attendance:** For late attendance in respect of persons provided by the agency i.e. the deduction from the bill / marking of leave to be done by the agency as under:

1	Persons attending late three times in a month Back Office III (Unskilled): between Morning 9.45 to 10.00 am Multi-Tasking (Skilled) / Back Office I (Skilled) / Back Office II (Skilled) : between 10.15 am to 10.30 am	Half day paid leave
2	Attending office for time mentioned below Back Office III (Unskilled): between Morning 10.00 to 11.30 am Multi-Tasking (Skilled) / Back Office I (Skilled) / Back Office II (Skilled): between 10.30 am to 12.00 noon	or deduction of half day attendance
3	Leaving office between 1.30 pm to 2.30 pm	
4	Attending office late than the time mentioned in the Sr. No. 2 above i.e. after 11.30 am / 12.00 noon	Full days leave Or Deduction of full day attendance
5	Leaving office after 2.30 pm	Pro-Rata deduction.

xviii) Any dispute regarding working hours etc., it is sole responsibility of the contractor and no representation by the person to be deployed will be entertained by MSETCL.

xix) Manpower agency has to appoint only the persons who have been interviewed / tested by MSETCL. Agency / Contractor have to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience). If, required MSETCL may verify original documents.

- xx) Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower hired by this office for its use. Contractor cannot charge separately for additional manpower hired from them.
- xxi) Agency shall make arrangement to deploy one person as supervisor to monitor his work force without any extra cost to the company. This supervisor will make proper arrangement for supply of the persons according to the need of the company. He will resolve issues of the persons provided by the agency regarding payment of wages, PF, ESIC etc.

6.5. Liability of the Agency

- i) The agency is solely responsible and liable for compliance to provisions of various labour, industrial and any other acts applicable to this contract. All statutory compliances / obligations regarding wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in MSETCL are to be made as required under relevant statutes. The MSETCL shall have no liability in this regard. The agency shall comply with all representations, grievances of the employees deployed by them at the MSETCL in pursuance to this contract.
- ii) The MSETCL shall remit the wages of the manpower at actual to the agency / contractor in consolidated amount on the basis of bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make necessary arrangements to make payment to its employees deployed at MSETCL in the prescribed time limit.
- iii) For all purposes the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so engaged. There will not be any express or implied employer – employee relationship between the MSETCL and the persons deployed by the agency in MSETCL.
- iv) The agency shall provide substitute well in advance if there is any probability of the person leaving the job / on long leave due to his / her own personal or any other reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the agency.
- v) The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
- vi) The agency shall be contactable at all times and messages sent by post / e-mail / fax / special messenger from the MSETCL to the agency shall be acknowledged by the authorized personnel of the agency, immediately on receipt of the same.

6.6. Responsibilities of the Agency

- i) The agency will ensure that the salary to the deployed personnel shall be distributed by them on or before the 07th day of the following month without fail.

- ii) The agency is fully responsible for timely claiming and disbursing monthly payment of salary to the personnel deployed by them in the “MSETCL”.
- iii) The agency is solely responsible for any accident / medical / health related liability for the personnel deployed by agency at MSETCL. The MSETCL shall have no liability in this regard. The agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed by them.
- iv) The agency shall deploy personnel possessing required educational and other qualifications indicated in **Annexure- I** of the tender notice. The agency shall provide necessary undertaking and documentary evidence in this regard.
- v) If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the MSETCL and at agency’s own cost.
- vi) The agency shall be bound by the details and documents as furnished by them to MSETCL while submitting the tender or at any other time. In case any of the details of such documents furnished by them are found to be false at any stage, this would be deemed to be a breach of the terms of contract making them liable for suitable action.
- vii) The agency is also required to agree to comply with the terms and conditions indicated herein and this agreement shall be final and binding on the agency.

6.7 Duties of the Agency

- i) The character and antecedents of such of the personnel deployed by the agency shall be got verified by the agency itself before their deployment and a certification to his effect need to be submitted to MSETCL. The list of full particulars of the personnel to be deployed by the agency including their names, addresses, educational qualifications, bank account No., Aadhar card No. shall be furnished to the MSETCL along with the copies of testimonials about age, educational & other qualifications including experience if any.
- ii) The agency shall ensure that the personnel deployed are healthy, having good eyesight and competent enough to perform the work to be entrusted to them.
- iii) The person to be deployed should be a local resident and conversant with the local language along with other languages.
- iv) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the MSETCL.
- v) The selected tenderer shall maintain attendance register / bio metric attendance for all the persons deployed by them in the offices of the company at Mumbai. Based on their attendance the invoice for wages with statutory liabilities shall be prepared and submitted by the tenderer to the concerned Pay Bill Officer of MSETCL on 7th day of every month.

- vi) No leave of any kind to the personnel shall be sanctioned by MSETCL authority. The agency shall be liable to make substitute arrangements in case of the absence of the deployed personnel.
- vii) The personnel deployed by the agency shall be the employee of the agency and it shall be the duty of the agency to pay their salary every month. The agency will be solely responsible for making arrangements for transportation, food, medical facility and other statutory requirements if required under any statute at the cost of the agency. MSETCL will not have any liability towards this.
- viii) The salary paid to the outsourced person / deployed persons by the agency should not be less than the minimum wages plus 20% supplementary allowance on monthly Basic prescribed by the relevant Acts / Rules / Regulation in this regards.
- ix) The agency shall provide substitute in place of such of the persons deployed immediately, upon receiving written notice from MSETCL, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.

6.8 Role of deployed Personnel

- i) The personnel deployed by the agency shall not claim any right to the employment in MSETCL as there is no express or implied employee – employer relationship between the personnel deployed by the agency and the MSETCL.
- ii) The day-to-day functioning of the service shall be carried out by the deployed persons as per direction of the officer(s) of MSETCL. Proposals for efficient functioning of the personnel shall be discussed, considered and implemented by the agency with prior approval of the MSETCL.
- iii) The agency shall ensure good behavior from its personnel on duty with them MSETCL. They shall abstain from taking part in any staff union and association activities. The MSETCL shall not be liable to provide any residential accommodation to the personnel.
- iv) The personnel engaged by the agency will be bound to observe all instructions issued by MSETCL's authority concerning general discipline and behavior.
- v) In case the personnel engaged by the agency commit any act of omission or commission constituting misconduct or indiscipline, the agency shall be liable and responsible to take disciplinary action against the personnel, including suspension, dismissal from service, removal from MSETCL's premises / campus or police prosecution.
- vi) In case of the termination of this contract / agreement on its expiry or otherwise, the personnel engaged and deployed / deputed by the agency, will not be entitled to and will not claim any absorption in the regular or otherwise services of the MSETCL.
- vii) The deployed personnel of the agency shall be required to display the photo identity cards provided by the agency, at all the time while on duty.

- viii) The agency personnel behavior should be polite, cordial and positive while handling the assigned work and their action shall promote goodwill and enhance the image of the MSETCL.
- ix) The personnel deployed shall not claim any master & servant relationship against MSETCL.
- x) Deployed personnel are entitled for leave as admissible under relevant statutes.

6.9 Rights of MSETCL

- i) Decision of MSETCL in regard to interpretation of the terms and conditions of the contract / agreement shall be final and binding on the agency.
- ii) In case of any dispute between the agency and MSETCL. The MSETCL shall have the right to decide. However, all matters arising out of this contract / work order shall have jurisdiction at the local courts located at Mumbai.
- iii) Estimated number of personnel is subject to reasonable change at the discretion of the Competent Authority of the MSETCL.
- iv) The MSETCL may check and ensure that the personnel deployed by the agency for job work, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by State / Central Govt. Labour department under Minimum Wages Act plus 20% supplementary allowance on monthly Basic.
- v) MSETCL's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual is found unsatisfactory.
- vi) The MSETCL has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof. Further, the MSETCL reserves right to extend the contract period for further period of 6 months or 50% of contract value on the same terms and conditions. The successful bidder is bound to accept such extension orders.
- vii) In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract then the same shall be referred to the Director (Finance) and Director (HR) of the MSETCL whose decision shall be final and binding upon both the parties. However, jurisdiction of all suits / legal proceedings as regards to the work against this contract and order thereof shall be at the courts located at Mumbai.
- viii) MSETCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment of the personnel deployed by the agency.

6.10 Dealing Offence / Loss etc...,

- i) In case of any theft or pilferages, loss or other offences committed by the personnel deployed by the agency, the agency will investigate and submit its report to the MSETCL and maintain liaison with the police authorities. FIR will be lodged by the MSETCL wherever necessary. If needed, a joint enquiry comprising of both the parties to the contract shall be conducted and responsibility shall be fixed.

- ii) In case of any loss that might be caused to the MSETCL, due to lapse on the part of the deployed personnel while discharging duties & responsibilities will be borne by the agency and in this connection the MSETCL shall have the right to deduct appropriate amount from the bill of contracting agency or any other payment due to them to make good such loss to the MSETCL besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the MSETCL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- iii) In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the MSETCL shall deduct the requisite amount at the pro-rata basis from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- iv) In case of breach of any of the terms of contract, the security deposit of the agency shall be liable to be forfeited by the MSETCL. In addition, the contract / agreement will also be liable to be terminated. Any sum of money due or payable to the agency, including the security deposit refundable to them, under the contract can be appropriated by the MSETCL against any amount which the agency may owe to the MSETCL.

6.11 Termination for Insolvency & default

6.11.1. Termination for Insolvency

MSETCL may at any time terminate the work order / contract by giving written notice of one month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

6.11.2. Termination for default

- i) Default is said to have been occurred –
 - a. If the agency fails to deliver any or all of the services within the time period(s) specified in the contract / work order or any extension thereof granted by MSETCL.
 - b. If the agency fails to perform any other obligation(s) under the contract / work order.
- ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from MSETCL (or takes longer period in spite of what MSETCL may authorize in writing), MSETCL may terminate the contract / work order in whole or in part. In addition to the above, MSETCL may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate MSETCL for any extra expenditure involved towards support service to complete the scope of work totally.

6.12 Force Majeure

- i) Force majeure clause shall mean and be limited to the following in the execution of the contract / work order placed by MSETCL:
 - a. War / hostilities.
 - b. Riot or Civil commotion.
 - c. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d. Restriction imposed by the Government or other statutory bodies, which is

beyond the control of the agency, which prevent or delay the execution of the order by the agency.

- ii) The agency shall advise MSETCL in writing, duly certified by the local concerned authority, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MSETCL reserve the right to cancel the contract / work order without any obligation to compensate the agency in any manner for whatsoever reason.

ANNEXURE - A

(Affidavit on Rs.100/- (Hundred Rupees Only) Non-Judicial Stamp Paper of Govt. of Maharashtra)

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
'Prakashganga', Plot No. - C-19, Bandra-Kurla Complex, Bandra (E), Mumbai-400051

UNDERTAKING

Liabie for penal action under IPC

I/We,-----age----- address-----
-----authorized signatory of M/s.-----
solemnly declared that:

I/We am/are submitting the bid against the tender No.----- & I/We offer to execute.

- 1) The work in accordance with all the terms, conditions & provisions of the bid. Of form (self-documents & third party documents) are genuine, authentic, true & valid.
- 2) I/We am/are obliged to present the original documents/certificates for verification, wherever called for, by any authority of MSETCL.
- 3) 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.
- 4) If any information or document submitted is found to be false/ incorrect/ misleading/ misrepresenting at any time, MSETCL may reject may 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/ blacklisting of our firm.

Yours faithfully,

(Authorized Signatory)

ANNEXURE – B
FIRM PROFILE AT A GLANCE

Sr.No.	Particulars	Details
1	Name & Mailing Address of firm	
2	Contact Person's Name, Designation & Contact No.	
3	E-mail Address for correspondence	
4	Firm Website Address	
5	Firm Status (Private/ Proprietor)	
6	PAN/TAN No.	
7	Bidder's UIN No. (Unique Identification Number)	
8	Firm Registration No.	
9	Bidder's registration certificates for GST and registration certificates under the applicable PF and labour laws	
Attached are copies of the necessary original documents		
1. 2. 3. 4. 5.		

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or incorrect at later date, our tender shall be liable to be rejected and our company may be debarred from executing any business with MSETCL.

Signature of Bidder:-

Name:-

Designation:-

Date:-

ANNEXURE – I

Manpower Requirement and its Qualification

Sr. No.	Name of the outsource category	Qualification	
		Basic qualifications	Other essential qualification
1	Multi Tasking (Skilled)	Degree from a recognized University with possessing certificate of minimum speed of 80 wpm in English shorthand & 40 wpm in English typing issued by Maharashtra State Council Examinations (Government Commercial Certificate Examination).	Proficiency in working on Computers in “Windows” i.e., MS Office, Excel as also in Marathi Software i.e. ‘ <u>Akruti</u> , ‘ <u>ISM</u> ’, ‘ <u>Alieap</u> ’ etc.
2	Back Office Stage – I (Skilled)	Degree from a recognized University with possessing certificate of minimum speed of 40 wpm in English typing & 30 wpm in Marathi typing issued by Maharashtra State Council Examinations (Government Commercial Certificate Examination).	Proficiency in working on Computers in “Windows” i.e., MS Office, Excel, Word etc. As also in Marathi Software i.e. ‘ <u>Akruti</u> , ‘ <u>ISM</u> ’, ‘ <u>Alieap</u> ’ etc
3	Back Office Stage – II (Skilled)	Degree from a recognized University with possessing certificate of minimum speed of 40 wpm in English typing & 30 wpm in Marathi typing issued by Maharashtra State Council Examinations (Government Commercial Certificate Examination).	Proficiency in working on Computers in “Windows i.e., MS Office, Excel, Word etc. As also in Marathi Software i.e. ‘ <u>Akruti</u> , ‘ <u>ISM</u> ’, ‘ <u>Alieap</u> ’ etc
4	Back Office– III (Unskilled)	Studied up-to SSC	Ability to read & write Marathi, Hindi & English.

ANNEXURE – II

(Declaration to be given by the Bidder on official Letter Head)

**Declaration regarding not been Blacklisted in the past and / or
EMD / Security Deposit / Bank Guarantee not forfeited**

DECLARATION

I Shri/Smt.representing
M/s. do hereby state and declare
that I have not been Black Listed by any State / Central government institution / PSU or any
Private Organization in the past. Further, my EMD /Security Deposit / Performance
Security Deposit / Bank Guarantee etc. have not been forfeited by MSETCL or any other
State / Central Government Department or Public Sector Undertaking/Private Organization.

(Signature & Seal of the Tenderer)

Place:

Date:

ANNEXURE – III

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 Chief General Manager (HR)
MSETCL,
Plot. No. C-19, Prakashganaga,
Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051

SUB: Submission of Technical Bid under E-Tendering process for Engaging skilled / unskilled manpower on outsourcing basis at Corporate Office, Mumbai of MSETCL.

REF: Tender No. MSETCL/HR-MPP/NT/Tender-1/2024 dtd. -----

Sir,

With reference to E-Tender No. MSETCL/HR-MPP/NT/Tender-1/2024 dtd. regarding engaging skilled / unskilled manpower on outsourcing basis at MSETCL, Corporate Office, Bandra, Mumbai, it is to state that we have read all the terms and conditions mentioned in the bid documents which are acceptable to us. Thus, we are furnishing information and enclosing documents, Certificates, Licenses etc. as shown below which are required for deciding our eligibility.

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	Documents enclosed as Exhibit No.
1)	Attested copy of agency's / bidder's name and permanent address.	Permanent Address: _____ _____	Exhibits No. 2.
2)	Photocopy of Receipt No. & Date of MSETCL showing that Agency / Bidder has paid amount of Rs. 5000 + GST towards e-Tender Fee.	Receipt No. _____ Date: _____ Name of office of MSETCL where amount paid _____	Exhibits No. 3
3)	Photocopy of Receipt No. & Date of MSETCL showing that Agency / Bidder has paid amount of Rs. 4,69,090.11/- (Rs. Four Lakhs Sixty Nine Thousand Ninty and Eleven Paise Only) towards Earnest Money Deposit	Receipt No. _____ Date: _____ Office of MSETCL where amount paid _____	Exhibits No. 4

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	Documents enclosed as Exhibit No.
4)	Attested copy of GST Registration	Registration No.:- _____ Date:- _____ Valid upto _____	Exhibits No. 5
5)	Attested copy of Provident Fund Registration	Registration No.:- _____ Date:- _____ Valid upto _____	Exhibits No. 6
6)	Attested copy of ESIC Registration	Registration No.:- _____ Date:- _____ Valid upto _____	Exhibits No. 7
7)	Attested copy of License for providing manpower	License No.: _____ Date: _____ Valid upto _____	Exhibits No. 8
8)	Attested copy of Registration Certificate registered under Bombay & Shops Establishment Act, 1948 particularly in the business of providing manpower services.	Certificate No.: _____ Date: _____ Valid upto _____	Exhibits No. 9
9)	Attested copy of Professional Tax Certificate	Certificate No.: _____ Date: _____ Valid upto _____	Exhibits No. 10
10)	Attested copy of Agency's / Bidder's PAN or TAN No.	PAN No. _____ OR TAN No. _____	Exhibits No.11
11)	Original certificate of Net worth of Agency / Bidder issued by the Chartered Accountant along with UDIN Name: _____ & Full Address of the Chartered Accountant: _____ _____	Certificate No.: _____ Date: _____ UDIN : _____	Exhibits No. 12
12)	Copy of Income Tax Return for the year along with audited P&L & Balance Sheet	Last 3 years - Financial Year 2020-21, 2021-22 & 2022-23	Exhibits No. 13
13)	Details of Bank Account in which account of agency is presently in operation a) Bank Name. _____ b) Full Address of the Bank _____ c) Whether Nationalized / Scheduled or Other _____	Attested copy of the bank passbook / cheque showing these details	Exhibits No. 14

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	Documents enclosed as Exhibit No.
	d) Nature of Account _____ (Saving / Current etc.) e) Account No. _____ f) IFSC Code _____ g) Whether presently _____ operating (Yes / No)		
14)	Original certificate issued by the Chartered Accountant showing Average Turnover of the agency / bidder of worth 50% of tender estimate & above of the business of providing manpower of preceding three Financial Years 2020-21, 2021-22 & 2022-23 with UDIN.	Amount of Average Turnover of preceding three years Rs. _____ lakhs Along with UDIN _____ The certificate should match with ITR bifurcation of amount between Manpower Services & others to be mentioned.	Exhibits No.15
15)	Net worth Certificate issued by Chartered Accountant of last Financial Years i.e. as on 31 st March 2023 with UDIN.	Amount not less than 25% of tender estimate	Exhibit No.16
16)	Original declaration on Letter head of the Agency / Bidder declaring that their agency has not been blacklisted in the past or their EMD/Security Deposit/Performance Security Deposit/Bank Guarantee etc. has not been forfeited by a) any of the office of the MSETCL or b) any Institution/ Department/ Establishment/Section of any State Govt. or Central Govt. or Public Sector Undertaking or any other Private/Public Limited organization.	Declaration Date: _____	Exhibits No. 17
17)	Details of establishments where manpower are provided (Experience)	Preceding 2 years	Exhibits No. 18
18)	No Relation Declaration		Exhibit No.19

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: _____

ANNEXURE – IIIA

Estimated numbers of Manpower required

Sr. No.	Name of the Outsourced Category	Unit	Total number of persons required per month
1	2	3	4
1	Multi-Tasking (Skilled) (for Steno Job)	Man Month	25
2	Back Office- I (Skilled) (for Typing Job)	Man Month	14
3	Back Office-II (Skilled) (for Clerical Job)	Man Month	55
4	Back Office-III (Unskilled) (Office Boy)	Man Month	56
		Total	150

ANNEXURE – IV
FINANCIAL BID LETTER

e- Tender No. MSETCL/Tender-1/2024

Date:

To,
The Chief General Manager (HR)
MSETCL,
Plot. No. C-19, Prakashganaga,
Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051

Dear Sir,

In pursuance to the e-Tender notice no. MSETCL/Tender-1/2024 dtd. 02.08.2024 published by the MSETCL, I / we, undersigned, offer to provide manpower to the MSETCL on outsourcing basis for a period of one year or for such extended period as MSETCL deemed fit, at the rates quoted in the enclosed Financial bid.

2. I / We undertake, to enter into an agreement within 10 days of being called upon to do so and bear all expenses including charges for stamp duty etc. and agreement will be binding on us.
3. If our Bid is accepted and we are awarded with the contract for providing manpower to MSETCL on outsourcing basis, we undertake to submit demand draft / the Performance Security Bond / Bank Guarantee/FDR (Fixed Deposit Receipt) from a nationalized bank for a sum equivalent to the 5% of the contract value as per directives of MSETCL. Further, we also undertake to renew the Performance Security Bond / Bank Guarantee from time to time as per the instructions of MSETCL or the person duly authorized by the MSETCL.
4. We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of the period of 90 days.
5. Until an agreement is signed and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 20.....

Signature ofIn capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Bidder

ANNEXURE – V

NO RELATION DECLARATION

e- Tender No. MSETCL/Tender-1/2024

Date:

DECLARATION

I.....S/O.....

R/O hereby declare as follows.

None of my relative(s) is / are employed / working in Maharashtra State Electricity Transmission Company Limited.

OR

My following relatives are employed / working in Maharashtra State Electricity Transmission Company Limited.

Sr. No.	Name of the Relative	Relation with the Bidder

In case at any later stage, it is found that the declaration given by me is false / incorrect, the MSETCL shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....
For and on behalf of the Bidder

Name.....
Position.....
Date.....

ANNEXURE – VI

PERFORMANCE SECURITY BOND FORM

The Bank of (Name & Address) hereby agree unequivocally and unconditionally to pay, at Mumbai with in 48 hours, on demand in writing from the Maharashtra State Electricity Transmission Co. Ltd, or any Officer authorized by it in this behalf, of any amount upto and not exceeding Rs.....(in Words) Rupees..... to the said Electricity Transmission Co. Ltd on behalf of M/s..... who have tendered and/or contracted or may tender or contract hereafter for unit scope of works for the Maharashtra State Electricity Transmission Co. Ltd; against order No..... dated..... Total value of order is Rs.....

2. We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MSETCL, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the MSETCL on account of breach by the said agency of any of the terms and conditions contained in the said contract or by the reason of the agency's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the MSETCL, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-/-

3. We undertake to pay to the MSETCL, any money so demanded not withstanding any disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from the date mentioned herein and further agrees to extend the same from time to time so that it shall continue to be enforceable till all the dues of the MSETCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till MSETCL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said agency and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the MSETCL, that the MSETCL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said contract or to extend time of performance by the said agency from time to time or to postpone for any time to time any of the powers exercisable by the MSETCL, against the said agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, and or any omission on the part of the MSETCL, or any indulgence by the MSETCL, to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the agency.

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MSETCL.

8. To give effect to this guarantee it shall be competent for the MSETCL to act as though the bank, where the principal debtor.

9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the Maharashtra State Electricity Transmission Company Limited and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

10. We (name of bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MSETCL in writing.

11. We (name of bank with address) further agree with the MSETCL that the MSETCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the MSETCL against the said agency and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said agency or for any forbearance act or omission on the part of the MSETCL or any indulgence by the MSETCL to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

12. Not with standing anything contained herein Our liability under this bank guarantee shall not exceed Rs./- (Rs..... only).

13. This bank guarantee shall be valid from to We are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

14. This guarantee shall automatically be cancelled on not withstanding that the original guarantee documents may not be returned to us by you.

Dated: _____

For _____
(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamp Act.

ANNEXURE – VII

Letter of Acceptance of the Terms & Conditions

e- Tender No. MSETCL/Tender-1/2024

Date:

To,
The Chief General Manager (HR)
MSETCL,
Plot. No. C-19, Prakashganaga,
Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051

Dear Sir,

In pursuance to the e-Tender notice No. MSETCL/Tender-1/2024 published by the MSETCL, I / we, the undersigned, do hereby undertake to accept all the terms and conditions laid down in the said E-Tender Notice.

Signature of Bidder

Dated this Day of 2024

ANNEXURE VIII

[ON AGENCY'S / BIDDER'S LETTERHEAD]

Details showings the similar nature of work order of providing manpower executed by the agency / bidder in last 3 Financial Years i.e. Financial Years of 2020-21, 2021-22 & 2022-23 in support of fulfilling qualifying requirement.

Sr.No.	Name & Address of the Establishment/Office where agency/bidder had provided / supplied / manpower & executed the order			Work/Supply order No. & Date		Order value	Details of Manpower supplied/ provided				Remarks if any
							Category of manpower such as Peon, Office Boy, Clerk, Typist, Steno, Comp. Operator, etc.	What was the qualification for this category	No. of man-days per day	Period during which manpower of this category was provided From -To	
1	2	3	4	5	6	7	8	9	10	11	12
2020-21											
1.											
2.											
3.											
2021-22											
1.											
2.											
3.											
2022-23											
1.											
2.											
3.											

- Note:**
1. As per requirement rows may be added below respect years
 2. Copies of the above mentioned work orders alongwith the completion certificates regarding completion of work (except ongoing works) should be uploaded.

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: _____

ANNEXURE IX

Letter Head of Chartered Accountant

Certificate showings / Indicating Turnover

Outward No. _____

Date: _____

This is to certify that the average turnover of M/s. _____
(mentioned here the name of agency / bidder who wish to submit his bid for this tender) for
preceding three (3) years i.e. for the Financial Year 2020-21, 2021-22 & 2022-23 in providing
manpower was Rs. _____ (Rs. in lakhs). The details of which are as below.

Sr.No.	Name of the year	Annual turnover in providing manpower	Annual turnover of other businesses	Total turnover
1	2	3	4	5
1	2020-21	Rs.		
2	2021-22	Rs.		
3	2022-23	Rs.		
	Total Turn Over			
	Average Turnover of 3 years	Rs.		

*** Total turnover should match with ITR**

Signature: _____

Full Name of the Officer

who signed this letter _____

Full Address: _____

Telephone No.: STD Code- _____

Number: _____

Mobile No. : _____

UDIN: _____

ANNEXURE-X

Letter Head of Chartered Accountant

Certificate showings/Indicating Net Worth.

Outward No.

Date:

This is to certify that the net worth of M/s. _____

(mentioned here the name of agency/bidder who wish to submit his bid for this tender) is

not less than 25% of tender estimate as on 31st March, 2023 i.e. of last Financial Year.

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: _____

UDIN: _____

ANNEXURE – XI

Child Labour Prevention Act, 1986

e- Tender No. MSETCL/Tender-1/2024

Date:

To,
The Chief General Manager (HR)
MSETCL,
Plot. No. C-19, Prakashganaga,
Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051

Dear Sir,

In pursuance to the e-Tender notice No. MSETCL/Tender-1/2024 published by the MSETCL, I / we, the undersigned, do hereby undertake that not to deploy child worker as per Child Labour Prevention Act, 1986.

Dated this Day of 2024

Signature of Bidder

ANNEXURE – XII

Undertaking for opening of Office/Branch

e- Tender No. MSETCL/Tender-1/2024

Date:

To,
The Chief General Manager (HR)
MSETCL,
Plot. No. C-19, Prakashganaga,
Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051

Dear Sir,

In pursuance to the e-Tender notice No. MSETCL/Tender-1/2024 published by the MSETCL, I / we, the undersigned, do hereby undertake that an OfficeBranch will be opened under jurisdiction on award of contract.

Signature of Bidder

Dated this Day of 2024

ANNEXURE - XIII

SUMMARY SHEET

Sr. No.	Document Name	Clause No.	Applicable / Not Applicable	Encl. at page No of Tender Document	No. of Pages	For official use of MSETCL	
						Verified	Sign

Note: - Bidder should fill the above information.

(Name and Signature of Bidder)
Stamp / Seal of Bidder

For MSETCL official use. (Signature of TEC, MSETCL)

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