

## MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED Government of Maharashtra (Undertaking) <u>CIN No. U40109MH2005SGCI53646</u>

From Executive Engineer, 400KV R.S. (O&M) Div. Jejuri. A/P: Jejuri. Tal: Purandhar Dist: Pune, Pin code-412303 7447440530 e-mail: ee6160@mahatransco.in



| 1. | E-Enquiry No.                 | EE/400KV/RS/DN/Jejuri /48 Dt.17.02.2025  |  |  |
|----|-------------------------------|--|--|--|
|    | SRM RFX no.                   | 7000035198   |  |  |
| 2. | Name of Work                  | Providing skilled person/steno typist (attendant) at<br>Regional Training Center, 400KV R. S. Division,<br>Jejuri. |  |  |
| 3. | Estimated Cost                | Rs.3,41,100 /- inclusive GST.  |  |  |
| 4. | Download of E-enquiry<br>Date | Dt.18.02.2025, 00:00 Hrs to 24.02.2025at 23.59.<br>Hrs.  |  |  |
| 5. | Closing Date                  | 24.02.2025at 23.59Hrs.   |  |  |
| 6. | Opening of Technical<br>bid   | 25.02.2025 at 11:00Hrs. (If possible)  |  |  |
| 7. | Opening of commercial bid     | 25.02.2025 at 14:00 Hrs. (If possible)   |  |  |
| 8. | EMD                           | 5000/- refundable (As per system)  |  |  |
| 9. | Tender Fee                    | Rs. 590/- including GST(non-refundable)  |  |  |

-sd-S.V.Kulkarni Executive Engineer 400KV RS(O&M)Dn. MSETCLJejuri



## MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED Government of Maharashtra (Undertaking) <u>CIN No. U40109MH2005SGCI53646</u>

From Executive Engineer, 400KV R.S. (O&M) Div. Jejuri. A/P: Jejuri. Tal: Purandhar Dist: Pune, Pin code-412303 7447440530 e-mail: ee6160@mahatransco.in



## EE/400KV/R.S./DIV/JEJURI/ 48

DATE:17.02.2025

## **E-ENQUIRY**

#### <u>To.</u> https:/srmetender.mahatrans.in

Sub :- Enquiry for Providing skilled person/steno typist (attendant) at Regional Training Center, 400KV R. S. Division Jejuri.

The rates required for above work to our site from the reputed experienced/ registered contractor for the work as described in Schedule 'A'.

## TERMS AND CONDITIONS:-

# **SECTION-I**

## **INVITATION FOR BIDDING**

The 400KV R.S. Division, Jejuri, MSETCL Pune hereinafter referred to as the 'Owner' (MSETCL) invites offers in TWO bid system (Techno- commercial and price bid) from the eligible bidders for the work as detailed below.

**Description of work:** Providing skilled person/steno typist (attendant) at Regional Training Center, 400KV R. S. Division Jejuri.

**Completion Period**: 12 months from the date of work order OR up to exhaust of work order amount whichever is later.

Estimated Cost: Rs. 3,41,100/- (Including GST)

## **QUALIFYING REQUIREMENTS FOR THE BIDDERS**

In order to be qualified for award of Contract, the bidder will require to satisfy the following minimum criteria, which will take precedence over any qualification requirements that may be stated in the specifications or elsewhere in the bidding document. The bidder shall satisfy the following conditions:

**SPECIAL CONDITION:** The offer shall be submitted in two separate parts – "Part I - Techno – Commercial" & "Part II - Price".

## A) Techno Commercial Bid (Part-I):

This should contain following documents/certificates as a proof of qualifying pre-requisites, brochures, attested certificates etc.

| Sr. No. | NAME OF DOCUMENT  |  |  |  |
|---------|---|--|--|--|
| 1.0     | Technical Qualifying Criteria   |  |  |  |
| 1.1     | The bidder should have valid <b>Electrical Contractor License</b> . Copy of the same shall be submitted.  |  |  |  |
| 1.2     | The bidder should have <b>experience</b> of providing manpower in MSETCL / MSEDCL / other power sector utility for <b>at least 2 years</b> .  |  |  |  |
|         | <b>Note :</b> For all above satisfactory work completion certificate issued by an authority not below the rank of Executive Engineer has to be submitted along with bid.  |  |  |  |
| 2.0     | Financial Qualifying Criteria   |  |  |  |
| 2.1     | Proof regarding registration under GST & GST return (GSTR 3B or GSTR 9) for last financial year. (i.e. FY 2023-24).   |  |  |  |
|         | <ul><li>EMD : The bidder shall be required to submit 1% (one percent) of the estimated cost of the SRM E-tender in lieu of earnest money deposit online, along with the offer.</li><li>"Firm / Bidder has to pay EMD irrespective of SRM system ask for the same or not in the</li></ul>  |  |  |  |
| 2.2     | <ul> <li>following cases.</li> <li>1) If S.S.I / N.S.I.C. certificate do not indicate material / Service required against this Tender</li> </ul>  |  |  |  |
|         | <ul> <li>2) If Turnover or Manufacturing capacity exceeds the limit indicated in S.S.I / N.S.I.C. certificate specified by the concerned authority to avail the benefit of E.M.D. exemption.</li> <li>"If required E.M.D. is not paid by the Bidder, the offer is liable for rejection".</li> </ul>   |  |  |  |
|         | <b>Tender Fee:</b> A complete set of bidding documents may be obtained by the interested  |  |  |  |
| 2.3     | eligible bidders, from MSETCL's SRM E-Tendering website (www.srmetender.mahatransco.in) Payment of specified amount towards the cost of bid documents shall be made online. However, payment of the cost of the bid document will not automatically mean that such bidder is qualified.   |  |  |  |
| 2.4     | Income tax returns for the last three financial years. (FY 2021-22, 2022-23 & 2023-<br>24)  |  |  |  |
| 2.5     | Networth: The bidder should have a Positive Net Worth up to 25 % of estimated cost of tender. The bidder should submit the statement of Net worth duly certified by Chartered Accountant for the last financial year. (FY 2023-24).   |  |  |  |
| 2.6     | The average annual turnover of the agency during last three financial years ending 31st march of previous financial year <b>should not be less than 60%</b> of the Tender value. The bidder should submit the said certificate duly certified by Chartered Accountant.<br>And the bidder shall submit audited P&L A/C and balance sheets for the specified last three years <b>duly certified by Chartered Accountant.</b> (FY 2021-22, 2022-23 & 2023-24). |  |  |  |
|         | <b>Note</b> – 1) If bids are called between $1^{st}$ Apr and $30^{th}$ Sep of the year then latest audited financial year shall be a year before previous year for financial criteria. (for e.g. if bids are called between $1^{st}$ April and $30^{th}$ Sep of current year, then latest audited financial year shall be a year before previous year for financial criteria of current financial year.)  |  |  |  |
| 3.0     | HR Qualifying Criteria  |  |  |  |
| 3.1     | Full name of the company/firm, bank name & full address, bank account number<br>and PAN card copy.  |  |  |  |
| 3.2     | Permanent address of the contractor/ proprietor of the firm and proof for the same.<br>List of manpower, technical staff etc. In Case of Partnership Deed / Joint Venture or<br>Article / Memorandum of Association then signed documents for the same to be<br>submitted.  |  |  |  |
| 3.3     | Current valid copy of <b>labour license</b> obtained from labour commissioner office.   |  |  |  |
| 3.4     | Current valid copy of <b>registration under shops and establishment Act</b><br><b>OR</b><br>NOC of Grampanchyat.  |  |  |  |

|       | Current valid copy of registration certificate from ESIC & Proof/Return of last twelve-month wise paid Challan  |  |  |
|-------|---|--|--|
| 3.5   | OR  |  |  |
| 0.0   | Proof of valid registration under workmen compensation policy i.e. Insurance policy of labours.   |  |  |
| 3.6   | Current valid copy of registration certificate from EPFO & Proof/Return of last twelve-month wise paid Challan for already engaged outsourced employee.   |  |  |
| 3.7   | Current valid copy of registration certificate under Maharashtra labour welfare Board registration.   |  |  |
| 3.8   | Valid copy of <b>Professional Tax both PTEC &amp; PTRC and proof/Return of last twelve</b><br><b>month wise paid Challan.</b>   |  |  |
| 3.9   | Declaration regarding not been blacklisted.   |  |  |
| 4.0   | Udyog Aadhar Memorandum & Udyog Aadhar Registration certificate (if applicable)   |  |  |
| 5.0   | Undertaking on <b>Rs. 100/- stamp paper</b> to be uploaded by the bidder, regarding liable for action under IPC. The original undertaking to be submitted by the bidder in the office within 3 working days from the due date of submission of bid. Format specified in <b>Annexure "A"</b> of tender document. |  |  |
|       | The original document scan copy should be uploaded as bid documents in support  |  |  |
|       | of Technical, Financial and HR criteria. The attested/notarized photocopy of the  |  |  |
|       | same will not be entertained.   |  |  |
| Note- | The bidder has to note that no deviation in tender conditions will be allowed after bid   |  |  |
|       | submission.   |  |  |
|       | Original colour scan copy of duly filled <b>Annexure 1 to 4</b> to be submitted on your letter head.  |  |  |
|       | The owner reserves the right to accept / reject the Bid   |  |  |

## B) Price Bid (Part-II):

## Bidder should upload the digitally signed price bid.

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\_** 

- It is important to bring to the notice of all the bidders that "The technical documents should be uploaded in the technical bid & commercial documents /offer/price bid should be uploaded separately. In case, if both technical & commercial bid are uploaded in one file wrongly, the offer will be straight way rejected".
- Techno-commercial bid will be opened online for all received bids. After verifying all the documents /certificates submitted in techno commercial bid for pre-qualification as mentioned above. If it is found that the tenderer fulfills the desired prerequisites; the price bid will be opened online. If the same is not found as per the prerequisite, the commercial bid will not be opened. Bid with incomplete details or not submitted in prescribed tender form etc., are liable to reject the offer completely.
- The bidder has to note that no deviation in tender conditions will be allowed after bid submission and no time shall be given in any circumstances after opening of Techno- Commercial bid for submission of documents which are missing with offer. However, the owner reserves the right to call for additional documents/papers, if required, after opening of Techno-commercial bid.
- The owner reserves all the rights to reject any or all offers/bids without assigning any reasons thereof.

#### • The offer shall be valid up to 180 days from the date of opening of price bid.

- The estimated rates given by this office are inclusive of all taxes. However, the bidder has to quote rates exclusive of all Taxes. The taxes have to be quoted separately along with HSN / SAC code (GST codes) for individual items & it is mandatory for all bidders.
- For detailed information please log on to <u>www.mahatransco.in</u>. The interested bidders may obtain further information, if needed, from the office of the Executive Engineer, 400kV R.S Division, Jejuri, At post-Jejuri, Tal-Purandar, Dist-Pune- 412303.
- Bidders are requested to note the dates for purchase, submission and opening of the bids. All the Bids received up to the due date and time will be opened as far as possible on the specified date and time. In case, the opening of bids date happens to be a holiday or in case of urgency of any other official work on the specified date or any connectivity & website related problems, same will be opened on next working day.
- The owner reserves the right to review the bidders performance in MSETCL during last Five years and may accept / reject the offer accordingly, even though the bidder is lowest one.
- The Policy and Procedure for Debarring / Black listing of agencies from Business dealing with MSETCL is sanctioned vide MBR No. 147/28 dt. 14.05.2021. As Sr. No. 6.1 of the said policy,

#### 6.1 At Competitive Bidding Stage:

During the competitive bidding stage, if a bidder indulges in any of the following act or violations, it shall be ground for blacking / debarring by MSETCL:

1. The Directors, Proprietors, Partners, Employee(s) or owner of bidder have been either jointly or severally been found guilty of malpractices such as fraud including but not limited to submission of Bids that contain false information, fake or forged documents /certificates / guarantees, substitution of bid document, concealment of such information in the Bid with an intent to influence the outcome of eligibility screening or at any other stage of the public bidding in his favor, etc.

2. If the bidder is found to be involved in cartel formation during bidding against any MSETCL Tender.

**3.** Bidder who's business dealings have been debarred by any Ministry of GoI / GoM / State PSUs / Utilities in India and is still in force as on the date of opening of tender.

**4.** Bidder who is found to have been in default in paying any dues resulting in incurring financial loss to MSETCL by virtue of an order and / or direction of any Statutory Authority or Court or Arbitration, etc

**5.** Bidder against whom an enquiry is conducted by CBI or any other investigating Agency and recommended for suspension.

**6.** If the purchaser finds the offence of moral turpitude committed by the bidder.

7. Unauthorized use of one's name or using the name of another entity / person for purpose of public bidding.

**8.** Making false allegations against MSETCL officials or other bidders of the tender with an intent to influence the outcome of public bidding in his favor.

**9.** Withdrawal of a bid, or refusal to accept an award, or enter into contract without justifiable cause, after a bidder has been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.

**10.** Refusal to clarify or validate in writing its Bid during post qualification stage within the prescribed time from receipt of the request for clarification.

**11.** Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.

**12.** All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to:

- i) A bidder not complying with the requirements during bid evaluation,
- ii) Bidder habitually withdrawing from bidding or submitting letters of non-participation for at least three
- (3) times within a year, except for valid reasons.

# In all above cases in addition to the penalty of blacklisting, the bid security deposit furnished by the concerned bidder or prospective bidder can also be forfeited.

The detail Policy is available on <u>www.mahatransco.in</u>.

#### • Eligibility for bidders from a country sharing a land border: -

Regarding registration of bidders from a country sharing a land border with India in order to eligible to bid as per order (Public Procurement No. 1) dtd. 23.07.2010 from Ministry of Finance, GOI is applicable for this tender. Details are enclosed under Circular No. 654 dtd. 16.12.2020

The Pricing Conditions have to be entered 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.<br>No | Vendor                    | TAX<br>CODE | TAX<br>RATE | DESCRIPTION                               |
|-----------|---------------------------|-------------|-------------|---|
| 1         | Vendor within             | ТО          | 0%          | GST Purchase 0%                           |
| 2         | Maharashtra               | 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            | T0          | 0%          | GST Purchase 0%                           |
| 7         | Maharashtra               | 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             | EO          | 0%          | Reverse charge on expenses GST Cess       |
| 12        | Maharashtra (In           | E1          | 5%          | Reverse charge on expenses 5%(SGST+CGST)  |
| 13        | case of Reverse<br>Charge | E2          | 12%         | Reverse charge on expenses 12%(SGST+CGST) |
| 14        | Mechanism)                | E3          | 18%         | Reverse charge on expenses 18%(SGST+CGST) |
| 15        |                           | E4          | 28%         | Reverse charge on expenses 28%(SGST+CGST) |
| 16        | Vendor Outside            | EO          | 0%          | Reverse charge on expenses GST Cess       |
| 17        | Maharashtra (In           | E5          | 5%          | Reverse charge on expenses 5%(IGST)       |
| 18        | case of Reverse<br>Charge | E6          | 12%         | Reverse charge on expenses 12% (IGST)     |
| 19        | Mechanism)                | E7          | 18%         | Reverse charge on expenses 18% (IGST)     |
| 20        |                           | E8          | 28%         | Reverse charge on expenses 28% (IGST)     |

1)The bidder should submit a price bid by considering the services to be provided by them & the investment to be made by them. Contractors responding to tenders should maintain a minimum limit of 5% of the minimum wage (basic pay plus special allowance) of the rate of service charge per contract worker per month.

2) It will be necessary to submit the rate of service charge (Contractor's profit) per month per contract employee on minimum wage in accordance with the tender value, the tenderer who submits service charge (Contractor's profit) less than 5% of the minimum wage (basic pay and special allowance), his bill will not be taken into consideration. Under no circumstances, profit below 5% tender will be accepted.

- 3) The bidder who will submit the bid with lowest service charge will be accepted who submitted service charge of 5% or more than 5% on minimum wages.
- 4) If more than one bidder quoted the same rate, then undersigned reserve the right to award one or more than one contract by splitting the tendered quantity.
- 5) In case of opening of tender if DA change (during the period of tender publication & tender opening) then the rate available at the time of tender publishing is consider for tender opening. While work order will b issue as per new DA.

-sd-S.V.Kulkarni Executive Engineer 400KV R.S. Division, Jejuri

#### SECTION-II INSTRUCTIONS TO BIDDERS

#### **1. DEFINITION OF TERMS**

In this Contract (as hereinafter defined), the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- A. "Owner / Purchaser / Company" means Maharashtra State Electricity Transmission Co. Ltd. (MSETCL) and shall include the legal successors in title to the Owner, its legal representatives and any permitted assigns of the Owner;
- **B.** 'Bidder' means the person or the agency submitting the bid under this tender.
- C. "Contractor" means the Bidder whose bid has been accepted by the Owner for the award of contract and shall include such successful Bidder's legal representatives, successors and permitted assigns (authorized);
- **D.** '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.
- E. Contract Price' shall mean the sum named in the Contract agreement if any or the work order by the Owner, subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- F. 'RFx' means e-tender floated by MSETCL in SRM e-tendering system on SRM portal https://srmetender.mahatransco.in/
- **G.** 'Site' means the whole of the premises, buildings and grounds in or upon which the work or works is or are to be provided, executed, erected, done or carried out.
- **H.** 'Operating Officer' means a person who supervises the work and records entries in SAP for the executed works along with certification of the Bill for the same.
- I. 'Guarantee period' shall mean the period during which the Contractor shall remain liable for repair, replacement of any defective part of the works performed under the Contract.

## EARNEST MONEY DEPOSIT (EMD):

Each bidder shall be required to submit the earnest money deposit of **Rs. 5,000/-** (1% of the estimate cost of the SRM E-tender) along with the offer. Request for exemption from earnest money deposit will not be considered on any grounds.

The request for paying EMD after opening of tender will not be considered. The EMD will be forfeited by the M.S.E.T.C.L. if,

- a) Tenderer withdraws the tender offer during validity.
- b) The successful Tenderer fails to pay the security deposit.
- c) Bidder who submits Fake documents in support of Bid

#### Exemption from paying EMD and tender fees to Micro & Small Enterprises in following cases,

1. 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 Adhar 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,

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

B. 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:- 25 Lakhs to Rs. 5.00 Cr. As investment in Plant & Machinery and for Micro- upto Rs. 10 Lakhs, Small:- Rs. 10 Lakhs to Rs. 2 Cr. As investment in Equipment).

2. In case of work contract, if the Micro and small enterprises submit that the enterprises shall supply all the materials of intended Work contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & tender fee to MSETCL. However, an undertaking duly notarized from Micro and Small Enterprises to this effect is to be submitted along with bid.

3. The works contractors except as stated above and traders 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.

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

<u>Note:-</u> In case, the micro and small enterprises (who have been exempted from payment of EMD/Tender fees) does not accept the tender being L1, then such micro and small enterprise shall be debarred from the bidding process for all tenders at MSETCL for next 1 years from the date of non-acceptance of L1 bid.

The Earnest money deposited of the unsuccessful bidders will be returned/refunded after the opening of price bid. The EMD of the successful bidder will be return/refund after payment of S.D by him. The EMD will be credited to the bank account maintained by the bidder in vendor Profile in SRM system. **Bidders are requested to ensure** that the bank details; i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address etc. are correctly maintained in SRM System and update the same, if required.

It may be noted that:

- 1) In case bank details are not maintained by the bidder in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay or any other conflict related to the said issue.
- 2) MSETCL will not be responsible for any financial implications in case if incorrect bank details are maintained by the bidders; as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD.

**2. UNDERSTANDING OF BID DOCUMENT:** The bidder is expected to examine all instructions, terms and conditions, forms and specifications in the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof. Further, failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of his bid.

**3. SIGNING OF BID:** The bid documents shall be signed and submitted by.

- i. In case of Proprietary Firm Proprietor / Power of Attorney Holder
- ii. In case of Partnership Firm Authorized Partner (Authority Letter by all partners to be enclosed)
- iii. In case of Public / Pvt. Ltd. Firm Authorized Director (Copy of resolution of Board of Director to be enclosed).

#### 4. DOCUMENTS TO BE SUBMITTED WITH THE BID:

4.1 The bidder has to submit the qualifying documents as prescribed in the Section-I, Invitation for Bidding.

4.2 The bidder shall submit the authorization of his /her authorized person who will sign the bid and who will deal with the Owner for the specified bid giving his/her designation and other details.

4.3 The bidder shall submit the list of his/her personnel those who are going to be engaged or the work specified in the bid giving their designation and qualifications.

4.4 The bidder will submit an undertaking that he is not intending to sell his/her organization or merging his/her organization with any other organization during the period of contract.

#### **5. RESPONSE TO THE BID:**

- a) The type of bid for this tender is "Percentage type of Bid".
- b) The bidder should quote their rates in above /below/at par percentage of estimated cost.
- c) The bidder can check the item wise rates in the attached estimate or under Item Tab in the RFx.

6. VALIDITY OF THE OFFER: The offer submitted by the bidder must have a validity of minimum 180 days from the date of opening of Price bid. The bidder should submit their offer online complete in all respects before the submission date.

7. POLICY FOR BIDS UNDER CONSIDERATION: The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award/rejection is made by the Owner to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the bid under consideration. The Owner if necessary, shall obtain clarifications on the bid by requesting for such information from any or all the bidders as may be necessary.

8. DISQUALIFICATION OF BIDS: The Bid will be disqualified if.

- a) Disclosing untrue and / or false information, or withholding information or part of information.
- b) Record of poor performance such as unsatisfactory work of abandoning the work etc.
- c) Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.
- d) Not fulfilling the Technical Qualifying Requirement.
- e) Non payment of EMD & Tender Fee.
- f) Submitting forged document, the EMD of such bidders shall be forfeited & further action shall be taken without any Notice.

**9. AMENDMENT OF BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by amendment. The amendment will be notified in writing by publishing the same on Website and it will be binding on all the bidders. In order to allow prospective bidders a reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

**10. WITHDRAWAL OF INVITATION TO BID / LOI / Work Order:** While the Owner has floated this public enquiry and has requested bidders to submit their proposals, the Owner shall always be at liberty to withdraw this invitation to bid at any time before its acceptance. The undersigned reserves the right to cancel the tender/LOI/Work Order at any stage without assigning any reasons thereof.

**11. EVALUATION OF BIDS**: The bids shall be evaluated on the basis of total price (Supply + Service) including all taxes, duties and levies as quoted for the package.

#### **12. ACCEPTANCE / REJECTION OF BID:**

A) The owner does neither have any binding on itself to accept the lowest or any quoted offer nor have binding to specify / inform about any reason be assigned for the rejection of any or all bids. It is also not binding on the owner to disclose any analysis report related to subjected tender or rejection of bids

B) If more than one bidder quotes the same rate, then in order to execute the work as early as possible, the undersigned reserves the right to award one or more than one contract by splitting the Tendered quantity considering the bidders' previous experience, ability to do work, work already executed, etc and in such case it will not be binding on the owner to issue order to more than one bidder.

C) The bidder should not quote conditional rates related to quantity of work.

13. The ANNEXURE 1, 2, 3 and 4 are required to be submitted with the Bid and ANNEXURE 5 shall be submitted by successful bidder after placement of Work Order.

-sd-S.V. Kulkarni Executive Engineer 400KV R.S. Division, Jejuri

### <u>SECTION –III</u> GENERAL TERMS AND CONDITIONS F OF CONTRACT

**1. SCOPE OF WORK:** Providing Skilled (Non-Technical) manpower (Zone III) on contract basis for working at RTC, Jejuri.

2. SIGNING OF CONTRACT/ AGREEMENT: The contractor shall enter into an agreement on Non-Judicial Stamp paper (As per estimated Amount) with the MSETCL within 14 days from the date of receipt of the LOI. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim amount due or payable under the contract until the agreement is executed. The necessary stamp duty for the agreement shall be borne by the contractor.

3. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT:

The contractor has to submit, Security Deposit **@ of 5% of the estimated (Tendered) amount OR Quoted** / **Contract (Work order) amount whichever is higher,** by Online / NEFT / RTGS / D.D./ B.G./ fixed deposit in nationalized or scheduled bank within 14 days after acceptance of the LOI and <u>before starting the execution of the work as per work order.</u> The validity of the DD / B.G. / F.D. shall be up to 90 days after the end of the execution of work towards security for proper fulfillment of order and performance of the works. The Security Deposit will be refunded within 90 days after successful completion of the work & if applied within 03 months from the date of completion of the work as per work order. The Owner is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the completion of the work. Failure to furnish the Security Deposit within specified period shall entail to forfeiture of the EMD and cancellation of the Contract / Work Order. The termination of the Contract on account of 'Contractor's default' shall not entitle the Contractor to reduce the value of the Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee nor the time thereof.

| Sr. no. | Offer Received                              | SD             | ASD for offer | ASD for offer | ASD for offer |
|---------|---|----------------|---------------|---------------|---------------|
|         |   | Work including | upto 10%      | bet 10% to 15 | below 15% or  |
|         |   | supply         | below         | % below       | more          |
| 1       | A 4 10 0 10 10 10 10 10 10 10 10 10 10 10 1 | 050/           |               |               |               |
| 1       | At par or Above                             | 05%            |               |               |               |
| 2       | Up to 10% Below                             | 05%            | 01%           |               |               |
|         |   |                |               | 01% for every |               |
| 3       | Between 10% to                              | 05%            | 01%           | 01% or part   |               |
| 5       | 15% below                                   | 0370           | 0170          | thereof more  |               |
|         |   |                |               | than 10%      |               |
|         |   |                |               |               | 02% for every |
| 4       | Below 15% or<br>more                        | 050/           | 01%           | 05%           | 01% or part   |
| 4       |   | 05%            | 0170          |               | thereof more  |
|         |   |                |               |               | than 15%      |

For the offers received below the estimated cost of tender, the amount of performance Bank Guarantee shall be applicable as under.

Please note that, the % of SD/PBG Clause of the work order may be vary as per rules & guidelines issued by MSETCL / Govt from lime lo time. Some will be binding on you.

**4.PERIOD OF CONTRACT:** The period of the contract is from 12 months from the date of final work order OR up to the exhaust of total work order amount whichever is later.

**5. DELIVERY PERIOD:** The Providing Skilled manpower (Zone-III) on contract basis for working at RTC, Jejuri shall be provided within 01 day from the date of intimation. The requirement of outsource manpower will be intimated by the Executive Engineer or his representative (Operating officer/ SSI) through E-Mail &/OR mobile, provided by the contractor.

6. START DATE OF WORK: Date of issue of LOI/work order will be considered as start date.

**7. TIME THE ESSENCE OF CONTRACT:** The time stipulated in the Contract for the completion of works shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

### 8. QUALIFICATION REQUIRED:

| Skilled person            | Skilled person Any Graduate/accounts knowledge, computer literate & must know                               |  |  |  |
|---------------------------|---|--|--|--|
|                           | English/Marathi Typing  |  |  |  |
| The skilled labor         | The skilled labor should have age group of <b>21 to 50</b> years, the unskilled labor should have age group |  |  |  |
| of <b>21 to 60</b> years. | of <b>21 to 60</b> years. No child labor shall be provided.   |  |  |  |

8. AREA OF OPERATION: Regional Training Centre, Jejuri.

### 9. REQUIREMENT OF AGENCY/PERSONNEL:

1) The successful bidder / agency must have to submit the list of employees & two sets of the documents of his employees in division office before providing actual staff at RTC. The documents should include the outsourced employees I – Cards, proof of submission of application for police verification related to his character, documents showing the employees name, education qualification, address, Bank account number, AADHAR Card number, Contact no. & Electrical Authorization of Skilled (Technical) etc.

The Police verification report shall be submitted within one month from the date of providing the manpower.

2) The successful bidder / agency must have to submit the all details of his authorized supervisor, who will monitor the work / conduct of his employees once in month & who will be responsible for coordination & communication during work contract period.

3) The authorized supervisor must be aware of the functioning of the MSETCL & he should maintain separate register to record the monthly reports of his visit to the substation. He shall maintain the said register for monitoring the attendance of his employees, the routine work / work conducts of the employees, the leave record of the employees, the record of the substitute employee, in case, any recruited employee left his job permanently due to one or the other reason, the suggestions or directives given by the respective substation in charge & the compliance of the same etc.

4) Outsourcing manpower must have to be punctual. He should not work on its own as well as without directives of the authorized authority of the respective substation.

5) Outsourcing manpower must have I-Card of the agency. Agency should issue I-card to their employees before engaging them service with MSETCL. While working in substation, the employee must have to wear the I card without fail.

6) All the outsourcing employees to be provided shall be decent and punctual. They should have good moral reputation and should be free from bad habits like alcoholic, tobacco, cigarettes, theft etc. & they should not have been involved in any criminal case etc. The agency & the respective employee is solely responsible for the consequences of such bad habits.

7) In case of death of outsource contractual employee during his duty, the preference should be given to his legal heir.

8) Bidder/Agency must issue experience certificate to every outsource person working under them after successful completion of contract.

9) Paid leave should be granted to outsource employee for 26<sup>th</sup> Jan, 1<sup>st</sup> May, 15<sup>th</sup> August & 2 October.

10)The contractor shall provide provident fund number (P.F. No. and Labor State Insurance Scheme number and E.S.I. Card) to the contract worker promptly from the date appointed by him.

11) Bidder should submit undertaking for not employ child labor as per child labor prevention act 1986.

#### \*Bidder must have to pay salary to labour as per format mentioned below & submit the salary sheet with bill

|                   | A-Amount to be paid                                 | by contractor to employee   |
|-------------------|---|---|
| Sr. No. Item Perc |   | Percentage (%)  |
| 1                 | Basic Pay (Rate per month in Rs.)                   | To be filled in by the bidder in Rs.  |
| 2                 | DA/Special Allowance per month                      | Considered as per notification for the period from Jan 24 to Jun 24. Special allowance will be paid as per revised notification time to time. |
| 3                 | HRA   | 5 % of (Basic+DA)   |
| 4                 | Supplementary Allow.                                | 20% of Basic  |
| 5                 | Leave Encashment                                    | 5.75 % of (Basic+DA)  |
| 9                 | Bonus   | 8.33% of (Basic+DA)   |
| 10                | T&P (only for field duty)                           | 3.0% of (Basic+DA)  |
|                   | B-Deduction from employe                            | ee salary as per employee share   |
| 1                 | Provident Fund                                      | 12 % of (Basic+DA)  |
| 2                 | ESIC  | 0.75% of (Basic+DA+HRA+Suppl allowance)   |
| 3                 | Professional Tax                                    | Rs.200/-  |
| Total amo         | unt deposited in employee bank acc<br>by contractor | A-B   |

# \*Contractor should submit the per month per employee amount in Govt Account as per rules & regulation of MSETCL

As the MSETCL is reputed government organization; it is mandatory for the agency as well as for the employees to follow the rules & regulations of the company as well as State Government of the Maharashtra related to work of EHV substations.

#### **10. PENALTY:**

1) Delay in execution of work: If the contractor fails to provide the outsource in all respect in stipulated time as mentioned above, he will be liable to pay penalty at rate of  $\frac{1}{2}$ % per week subject to maximum limit of 10% of the total value of the order.

**2)Performance of work:** If it is found that performance of the outsourced staff is unsatisfactory, the contract is liable for termination by giving 3 days prior notice and at your entire risk. The security deposit paid by you shall be forfeited.

**3)Delay in starting the work:** If it is found that the agency fails to execute the agreement/provide the staff within stipulated time period, the contract is liable for termination by giving 3 days any prior notice and at your entire risk. The EMD paid by you shall be forfeited.

4) Penalty for absentee: In case of absentee of outsource, payment will not be given for that particular period.

**5)** Over Time Charges: No overtime charges will be paid to outsource in any case For office, though the Saturday is holiday, if there is requirement due to work, the outsourced employee shall attend the duty on intimation without giving any reason.

6) Delay in payment to Outsourced employee: The payment to the outsourced staff shall be given through Cheque upto 7th day of every month. If there is delay in payment to the outsourced employee penalty 1/2% per week maximum up to 10% of the work order amount will be imposed.

### **1. NATURE OF WORK:**

#### For Non-Technical Outsource:

a) Data entry work & assistance in pay bills & other administrative work, as per directives of incharge.

#### 2. WORKING HOURS:

#### **For Non-Technical outsource:**

**a**)For Office staff: Working time from 09:30 AM to 06:45 PM. The holidays will be as per the holiday list of the office where the labour will get engaged.

#### 11. TERMINATION OF CONTRACT WITH RISK & COST:

If the agency fails to complete the work fully or partly, within the stipulated period, the Company shall be at liberty, with prior notice of 3 days, to get the work done on account of and at the risk and cost of the contractor. MSETCL will prefer a claim for the difference in price and for all expenses whatsoever incurred in getting the same work. The said claim shall be recovered from any payment due to the Contractor from MSETCL, i.e. from bills or deposit or on any account; such expenses will also include 15% Supervision charges. The owner reserves the right to terminate/cancel the contract, in the event of the breach of contract in any respect or undue delay in execution of work/starting of the work.

12. OPERATING OFFICER: -Operating officer will monitor the attendance and work of the outsourced employee.

#### **13. SUBMISSION OF TAX INVOICE:**

The tax invoice shall be submitted to the concerned office.

#### For non-technical outsource:

Bill in triplicate should be submitted on 7<sup>th</sup> day of the succeeding month to the Executive Engineer along with monthly attendance duly certified & the authorized supervisor of the agency, payment slip, proof of payment made of all employees of ESI & PF. The agency should made payment to the Statutory Authorities time to time by observing all respective regulations.

Rate of skilled / unskilled labors as per minimum wages act declared by Govt., of Maharashtra time to time will be applicable. Also, the increase in minimum wage / special allowance declared by the Govt. of Maharashtra time to time will be given accordingly. The payment will be made within reasonable time by the Engineer of Concerned division office after verification of above said documents and after taking necessary entries in ERP - SAP system, subject to availability of funds after receipt of the bills.

The final/last Bill will be paid after submission of "No Dues Certificate" from all outsourced personnel provided.

**14. PAYMENT TERMS:** 100% payment will be done after providing outsource and on the submission of Tax Invoice as mentioned in Cl No. 19 above.

15. MODE OF PAYEMNT: The payment will be disbursed vide RTGS / NEFT by Division office.

**Payment to outsource manpower:** The agency has to make the payment to their all-outsourcing personnel/technician either through funds transfer to individual's bank accounts. No other method including Cash Payment will be allowed for payment of the employees.

**16. DEDUCTION OF TAXES:** Income Tax TDS @ 2 %, GST TDS @ 2% will be deducted from the contractor's bill.

17. RECOVERY: Whenever any recovery towards losses/damages/shortages etc. is applicable; the same shall be recovered from contractor's bill, as assessed by the owner or his representative / Operating officer / Engineer-In-Charge. Recovery other than mentioned in work order placed to successful bidder will be done after consent of both parties.

**18. FORCE MAJEURE:** Only the following conditions shall be considered for the purpose of this clause.

- a. Natural Phenomenon such as floods, Draughts, Earthquakes, Epidemics etc.
- b. Acts of any Government, Domestic or Foreign such as war (declared or undeclared) quarantines, embargoes.

The party affected by 'Force Measure' shall within 15 days of the occurrence of such a cause notify the MSETCL in writing with sufficient documentary proof. The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by mutual agreement.

**19. SUBLETTING THE CONTRACT:** The contractor shall not entrust the work on sub-contract /transfer or assign the contract or any part thereof to any third party. In case any deviations observed it will be treated as breach of contract and the contract will be terminated at your entire risk and cost.

**20. DETAILS CONFIDENTIAL:** The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the works and shall not use the site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

**21. JURISDICTION:** All disputes, differences related to the tender contract shall be subject to the exclusive jurisdiction of Pune District Court.

**22. WORKMEN'S COMPENSATION:** If any accident occurs to any of outsourced worker / Contractor's Supervisor / or outsiders while carrying out the work, same will be on Contractor's account. The MSETCL will not be responsible for such accident/ compensation payment etc.

Any risk that may involve due to non-registration of Contractor, Contractor's workers and regulations of employment and welfare act 1969 will be on Contractor's account.

**23. WORKMAN'S COMPENSATION INSURANCE:** Outsourcing manpower engaged by contractor for execution of this contract shall be under Workmen's Compensation Act 1979. Insurance policy should be valid during entire period of contract. The contractor shall be required to pay to outsourcing manpower engaged by your office on this work not less than a minimum wage act.

**24.** In case of any dispute whatsoever, regarding interpretation of the terms and conditions, or quality, the decision of the Executive Engineer, 400KV R.S. Division, Jejuri will be final and binding on the contractor.

**25.** The powers to shift the outsourcing manpower from one section to other within concerned office are completely with the concerned HR head.

26. The undersigned has right to discontinue the order partially or fully with due notice of 3 days period without assigning any reasons thereof.

27. Applicability of General Conditions of Contract: All other Standard Terms and conditions prescribed by M.S.E.T.C.L., regarding supply of man powers, which are not stated here, are also applicable to this contract as per MSETCL circular no. 142 DT: 03.01.2014 attached with tender document.

**28.** The contractor have to follow rule & guideline for payment and other related matter as per existing laws, act & rules by State Govt. or Central Govt.

**29.** Not with standing anything stated here, all other Standard Terms and conditions prescribed by MSETCL, regarding supply and works, which are not specifically stated here, are also applicable to this contract and shall also form a part of the contract and shall be binding on the successful bidder.

**30.** The undersigned reserves right to Accept/Reject/Cancel the above tender without assigning any reasons thereof. Irrelevant documents if attached the bidder may be liable for rejection which may please be noted.

-sd-S.V. Kulkarni Executive Engineer 400KV R.S. Division, Jejuri

## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD., 400KV R.S. (O&M) DIVN. JEJURI

### **SCHEDULE "A"**

**Description of Work**: Enquiry Providing skilled person/steno typist (attendant) at Regional Training Center, 400KV R. S. Division Jejuri.

| Sr<br>N<br>o. | Particulars of work  | Qualification   | No of<br>Persons<br>(Nos) | Estimated rate<br>Per Person Per<br>day including<br>GST (As per<br>current DA<br>circular i.e from<br>01.07.2023 to<br>31.12.2023) | No of<br>Days | Amount |
|---------------|--|---|---------------------------|---|---------------|--------|
| 1)            | Providing skilled<br>Persons steno typist<br>( attendant) at<br>Regional Training<br>Center, Jejuri. | Minimum graduate<br>passed with<br>Computer Literacy<br>in MS- Office<br>along with ability<br>for 40&30WPM<br>typing in English<br>& Marathi | 1 nos.                    | 947.50  | 360           | 341100 |
|               |  | 1   | 1                         | Grand   | Fotal         | 341100 |

The Estimated cost is limited to Rs. 3,41,100 /- inclusive GST

Note :1. Rate should be as per Minimum wages. Variable Special DA will be applicable.

Yours' faithfully,

-sd-S.V.Kulkarni Executive Engineer 400KV RS(O&M)Dn. MSETCLJejuri



## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. <u>400KV R.S. Division, Jejuri</u> <u>ANNEXURE-1</u>

### PARTICULARS OF THE CONTRACTOR

The tenderer is required to give complete details of the firm represented by him as a contractor tendering for this work. They should furnish actual and complete details about them in MSEB / MSETCL or other Departments. This will be considered for finalizing the tender. Hence it is requested to submit attested Xerox copies of satisfactory work completion certificates.

#### "PROFORMA"

1. Name and registered address of the Contractor:

#### 2. Particulars of registration and class in which registered if any

- a) In B&C Department:
- b) In Railways:
- c) In other Dept. if any:

#### 3. Reference regarding the contractors past work performance shall be submitted.

| Sr. No. | Name of the | Name of the work | Value of the  | Work completion |
|---------|-------------|------------------|---------------|-----------------|
|         | Department  | Executed         | work executed | time.           |
|         |             |                  |               |                 |

#### 4. Work in hand/ under execution:

| Sr. No. | Name of the<br>Department | Name of the work<br>under Execution | Value of the<br>work order | Target time for Work<br>completion |
|---------|---------------------------|-------------------------------------|----------------------------|------------------------------------|
|         |                           |                                     |                            |                                    |
|         |                           |                                     |                            |                                    |

5. Any other information the contractor would like to furnish in favor consideration of tender.

Signature of the Tenderer Along with Seal



## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. <u>400KV R.S. Division, Jejuri</u> <u>ANNEXURE-2</u>

SRM E-Tender No.:

Name of Tender:

Name of Bidder & Address:

### **DETAILS OF STAFF EMPLOYED BY THE BIDDER**

| Sr. No. | Name of person with designation | Educational Qualification |
|---------|---------------------------------|---------------------------|
| 1       |                                 |                           |
| 2       |                                 |                           |
| 3       |                                 |                           |
| 4       |                                 |                           |
| 5       |                                 |                           |

| Signature of the Bidder |
|-------------------------|
|-------------------------|

Name \_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

Authorized common Rubber Stamp /Seal\_\_\_\_\_



## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. <u>400KV R.S. Division, Jejuri</u> <u>ANNEXURE-3</u>

#### LETTER TO THE EXECUTIVE ENGINEER

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

Sub: - Consent for tender conditions.

Ref.: - EE/400KV/RS/Div/Jejuri/ 40 dt.07.02.2025

RFX No- 7000035198

Dear Sir,

Having examined the specifications of the tender together as above with the accompanying

schedules, Annexures, the general terms and conditions of the contract, the instructions of the tender applicable to MSETCL's work contract there in referred to, I/We hereby do agree with it and have no doubt / objection regarding the tender and its conditions and instructions and hence I/We hereby offer to carry out the works described in the tender documents and the said specifications schedules.

I / We hereby agree to execute the works; mentioned in the above tender and guarantee the performance of our works in full confirming to your specifications and in accordance with the terms and conditions of the tender which I / Wehave read carefully and thoroughly and understood the same; at the rates herein tendered by me/us.

Thanking You

Date:

Place:

Yours Faithfully (Signature of the Tenderer with seal)



# MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. <u>ANNEXURE-4</u>

# (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 am / are participating in MSETCL's Tender No...... As on date of submission of this tender, I / We hereby declare that My / our Firm is not Debarred / Blacklisted anywhere by any Government / Semi-Government / Other Power Utilities. The above declaration is true to the best of My / Our knowledge and belief.

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

Further, I / We hereby understand and agree that in case My / Our Firm 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 / Our firm shall be solely responsible for the consequences arising out of it.

Authorized Signatory Seal of the Firm



## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. <u>400KV R.S. Division, Jejuri</u> <u>ANNEXURE -5</u>

## FORMAT OF AGREEMENT

| This agreement  | made at <b>Pune on dtd</b>     | between                    |                          | <b>M</b> /s.              |
|-----------------|--------------------------------|----------------------------|--------------------------|---------------------------|
|                 |                                | _ (here in after referred  | I to as 'the Contractor' | which expression unless   |
| excluded or re  | pugnant to the context shall   | include its successors     | or permitted assigns)    | on the one part and the   |
| Maharashtra Sta | ate Electricity Transmission C | Co. Ltd. (hereinafter refe | erred to as 'the Compan  | y' which expressing shall |
| unless excluded | l or repugnant to the context  | include its successors of  | or assigns) of the other | part. Whereas Executive   |
| Engineer, M.S   | .E.T.Co. Ltd., 400KV R.S. D    | Division, Jejuri invited   | offer according to the p | owers delegated to him as |
| per             | rules                          | Work                       | Order                    | for                       |
|                 |                                |                            |                          |                           |

At 400kV R.S.Division, Jejuri. Hereinafter referred to as the said work) in accordance with the terms and conditions. Specifications connected thereto have been accepted by the Executive Engineer, M.S.E.T.Co. Ltd., 400KV R.S. Division, Jejuri on behalf of the 'Company' being the Competent accepting authority and in pursuance thereto a contract is included with 'the Contractor' on the terms and conditions specified in the rate order bearing reference. LOI No: EE/400kV/RS/Div/Jejuri/\_\_\_, dtd. \_\_\_\_\_\_ and more exhaustively described in the printed booklet,' Original Tender and contract for \_\_\_\_\_\_ and connected schedule thereto forming part of the tender documents submitted by the contractor.

| NOW THIS AGREEMENT WITNESSETH AND ITS IS I  | HEREBY AGREE         | D AND DECLARE          | ED AS UNDER :      |  |  |
|---|----------------------|------------------------|--------------------|--|--|
| In consideration of the value of the (Work's contra   | ct) viz. R           | s                      | /- ( Rupees        |  |  |
|   |                      | only) placed           | with Contractor    |  |  |
| on terms and conditions specified in the contract. The contract   | tor hereby covenar   | ts with 'The Comp      | any' that he shall |  |  |
| and will do and perform all works and this under the contract n   | nentioned and descr  | ribed under the said s | specifications and |  |  |
| also which are implied there from or may reasonably be necessary for the due completion of the 'said work' within and |                      |                        |                    |  |  |
| at such time and in such manner and subject to the terms and  | conditions and sti   | pulations contained    | and applicable in  |  |  |
| this contract and 'the Company' shall arrange to pay the contr  | actor, all the sum o | f money as and when    | n due and payable  |  |  |
| to the contract under the provisions of this contract.  |                      |                        |                    |  |  |
|   |                      |                        |                    |  |  |

#### AND DECLARES FURTHER THAT

| The      | contractor | shall | hereby | undertake | the | said | works | Work | Order | for |
|----------|------------|-------|--------|-----------|-----|------|-------|------|-------|-----|
| <u> </u> |            |       |        |           |     |      |       |      |       |     |

**Under 400KV R.S. Division, Jejuri** their works in a complete and its manner as more clearly described under the scope if the work together with all auxiliary and connected works under this contract. The Contractor shall indemnify 'the Company' from all claims against any

injury caused to any person whether workmen or not, while in or upon the works of the site and' The Company' shall not be found to defend any claim brought under the **"The Workmen's Compensation Act"** and The Contract shall be

liable for all such claims as more clearly described in the several conditions of contract. The validity of this agreement

shall stretch over the entire period of the said contract, including authorized/approved extensions, if any from the date of its issue.

For M/s.\_\_\_\_\_

## **Proprietor Signature of the Contractor**

Duly constituted for and on behalf of the contractor in the presence of

| Full Name  | Signature | Designation |
|--|-----------|-------------|
| 1)   |           |             |
| 2)   |           |             |
| Signed and delivered by                                  |           |             |
| Executive Engineer                                       |           |             |
| <b>400KV R.S. Division, Jejuri</b><br>in the presence of |           |             |
| in the presence of                                       |           |             |
| Full Name  | Signature | Designation |
| 1)   |           |             |
| 2)   |           |             |
| 2)   | ·····     |             |

## Annexure A

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

#### 400KV R.S. Division, Jejuri.

#### Undertaking

#### Liable for penal action under IPC

| I/We, | ageaddress             | authorized signatory of |
|-------|------------------------|-------------------------|
| 1     | uge uuuress            | uumorized signatory of  |
| M/s   | Solemnly declare 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. Soft form (self-documents & third party documents) are genuine, authentic, true & vaild.
- 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 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/blacklisting of our firm.

Yours faithfully,

(Authorized Signatory)

Name, Signature & Seal/Stamp of the bidder

Place:

Date: