

## **E-TENDER NOTICE**

<http://srmetender.mahatransco.in>

Tender No. MSETCL/EE/EHV/O&M/DIV./Tender-02/2018-19

Work of Annual Maintenance Contract for Cleaning/ Upkeeping premises of various 220kV & 132kV Sub Stations, Division office & LMU S/Dn under EHV (O&M) division Wardha.

Last Date for Online Submission: 22.06.2018

**Maharashtra State Electricity Transmission Company Limited**

**(CIN No. U40109MH2005SGC153646)**

ADDRESS

**Office of the**

Executive Engineer, EHV (O&M) Division,

M.S.E.T.C.L. Vidyut Bhavan,

Borgaon Naka, Wardha (M.S.)

**Phone No:- (O)241182, Fax:-(07175) 243029**

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## E-TENDER NOTICE

(Tender No. MSETCL/EE/EHV/O&M/DIV./WRD/Tender-02/2018-19)

**(RFx No. 7000008941)**

Work of Annual Maintenance Contract for Cleaning/ Upkeeping premises of  
220kV & 132kV Sub Stations, EHV O&M Division Wardha & LMU S/Dn Wardha

1. EHV O&M Division, MSETCL, Wardha of Maharashtra State Electricity Transmission Company Limited (MSETCL) intends to engage semi skilled / unskilled manpower for a period of One Year or till the requirement exists purely on outsourcing basis through Manpower Provider Firms / Agencies at EHV O&M Division, MSETCL, Wardha.
2. The Estimated Tender cost is **Rs. 19,11,494 /-** (Approximately) including GST (both CGST & SGST). Online bids are invited from registered vendor for providing semi skilled / unskilled manpower on the terms and conditions mentioned in tender document No. MSETCL/EE/EHV/O&M/DIV./WRD/Tender-02/2018-19 made available on website <http://srmeter.mahatransco.in>
3. Selection of bidder will be strictly on the basis of fulfillment of the eligibility criteria and considering past performance.

Sd/-

Executive Engineer  
EHV O&M Division  
M.S.E.T.C.L., Wardha

# Maharashtra State Electricity Transmission Company Limited

Office of the

Executive Engineer, EHV (O&M) Division,

M.S.E.T.C.L. Vidyut Bhavan,

Borgaon Naka, Wardha (M.S.)

Website : [www.mahatransco.in](http://www.mahatransco.in)

## Schedule of E-Tender Notice

1. The tender document is available on the website [srmetender.mahatransco.in](http://srmetender.mahatransco.in) which can be downloaded by the bidder.
2. Summary of the e-tender notice is as follows :

E-Tender Reference	Particulars
E-Tender No.	MSETCL/EE/EHV/O&M/DIV./WRD/Tender-02/2018-19
Subject of E-Tender	Work of Annual Maintenance Contract for Cleaning/ Upkeeping premises of various 220/132kV Sub Stations, EHV O&M Division Wardha & LMU S/Dn under EHV O&M Wardha.
Estimated E-Tender Amount	Rs. 19,11,494 /- (Approximately) including GST (Both CGST & SGST)
E-Tender fees	Rs. 500 /- (Rs. Five Hundred) non refundable.
EMD	Rs. 19114.94 /-
Due date for submission of Bid	On or before 22.06.2018 at 23:59 Hrs
E-Mail Address to who queries if any, to be sent by the bidders	ee4220@mahatransco.in dymgrhr4220@mahatransco.in
Date & Time (Hrs.) for online opening of tender documents	Technical bid opening 23.06.2018 at 14:00am Financial bid opening 23.06.2018 at 15:00 hrs. if possible
Contact Person and Telephone Numbers	<b>The Executive Engineer,</b> <b>EHV (O&amp;M) Div. M.S.E.T.C.L, Vidyut Bhavan,</b> <b>Wardha.</b> <b>Phone No:- (O)241182, Fax:- (07175) 243029</b>

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

**Note :** All eligible contractors are mandatory to get enrolled / registered on E-Tendering portal.

1. The tender documents can be downloaded only online from aforesaid website, within aforesaid date.
2. 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.
3. The Technical Bid will be opened online on dtd. **23.06.2018 at 14:00am**. and Commercial Bid opening date will be opened on dtd. **23.06.2018 at 15:00** hrs.
4. MSETCL will not be responsible for non-submission of bid due to any website related problems.
5. The undersigned reserves the right to cancel the tender at any time without assigning any reason. Bids shall remain valid for 90 days from the last date of submission of bids.

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.

Sd/-

**Executive Engineer  
EHV O&M Division  
M.S.E.T.C.L., Wardha.**

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## 1. Introduction:

EHV(O&M) Division, MSETCL, Wardha (here in after referred as MSETCL) is inviting e-tender for providing manpower on outsourcing basis for Cleaning/ Upkeeping premises of 220kV & 132kV Sub Stations, Division office Wardha & LMU S/Dn under EHV O&M Division Wardha, from the reputed agencies registered under appropriate class and who are meeting the qualifying criteria mentioned hereunder.

## 2. Requirement

E-tender in the prescribed format is invited from the agencies having experience in providing services of semi-skilled / unskilled manpower on outsourcing basis. The contract will be for a period of one year 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, EHV O&M Division, MSETCL, Wardha 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 various sstns/sdn under the jurisdiction of EHV O&M Division, MSETCL, Wardha. Details of qualification required for the respective categories of manpower is indicated in **Annexure-I**

## 3. Technical & Financial Qualifying Criteria for the Bidder

**a. 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.

1. The Employees' Provident Fund Act, 1952
2. The Bombay Shops and Establishment Act, 1948
3. The Employees' State Insurance Act, 1948
4. Any other relevant Act / Rules in force as applicable to this tender.

**b.** The bidder shall provide details of establishments to whom he has provided manpower and the nature of work done (such as name of the establishment, its address, outsourcing category in which manpower provided and its numbers, value of work order etc.).

**c.** The bidder shall submit the following registration details of Regulatory Authority/ departments.

1. Current valid copy of registration under Shops and Establishment Act.
2. Current valid copy of **GST** Registration
3. Professional Tax Certificate
4. Current valid copy of PAN / TAN Card as the case may be.
5. Declaration regarding not been blacklisted/ non forfeiture of EMD/ Security Deposit/ Bank Guarantee in the past in the format given in **Annexure-VII**
6. No relation undertaking in the format given in **Annexure –V**
7. Income Tax Return for the Financial Year **2015 to 2018**

**d. Work order copies and Exp. Certificate** for the **Work of Annual Maintenance Contract** for Cleaning/ Upkeeping during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-

1. **Experience of having successfully completed** similar works amounting to **60% of the estimated cost in maximum 3 orders** during last 5 years ending last day of month previous to the one in which applications are invited.

**(Note: - Similar work of providing Manpower to office of Govt. / Semi Govt. establishment)**

**e. Turnover:** The bidder should have turnover/completed work of providing manpower of an average of worth 50% of tender estimate or more of preceding three years 2015-16, 2016-17 & 2017-18. The bidder should have to produce certificate duly certified by Chartered Accountant in the proforma given in Annexure- VIII

**f. Net worth:** They should have Net-Worth not less than 20% of tender estimate. The certificate from the Chartered Accountant stating net worth shall require to be submitted along with the tender document as given in the **Annexure IX**

**g.** The bidder shall submit “Technical Bid form” as per **Annexure III**.

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.

**Executive Engineer  
EHV O&M Division  
M.S.E.T.C.L., Wardha**

## **4. Bidding Process**

The bidder is expected to examine all instructions, forms, terms, conditions and specifications in the tender documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents 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 and**
- (ii) **Financial Bid.**

#### **4.1.1. Tender Fee and EMD:**

##### **i) Earnest Money Deposit**

Bidders are required to pay EMD online of Rs. 19114.94 /- .

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 Pay Security Deposit within 10 days.

##### **ii) Tender Fees:**

Non refundable fee of Rs. 500/- to be paid online.

#### **1. Technical Bid**

The Technical Bid shall contain the following:

- 1. Documents Establishing Bidder's Eligibility
- 2. The technical details as required in **Annexure-II-A** of this tender document.
- 3. The bid document should be signed and stamped on each page.
- 4. A letter of acceptance of terms and conditions of the tender (**Annexure-VII**).

#### **1. Financial Bid:**

The Financial Bid shall be submitted online.

## **4.2. TERMS AND CONDITIONS**

### **4.2.1. Costs & Currency**

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

- 1. Salary of employee including all statutory liabilities and taxes.
- 2. GST which will be paid on actual.



#### **4.2.2. Fixed Price**

Only in case of increase in the rate of minimum wages by the Government of Maharashtra such as Basic and/or special allowance, the said difference shall be paid by company after production of documentary proof of payment made to the persons provided by the bidders from the effective date declared by the G.O.M. Variation in taxes will be paid as applicable.

#### **4.2.3. Information about Bid Process**

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

#### **4.2.4. Submission of E-Tender Offers**

Online submission of tender document will be on or before on 22.06.2018 at 23.59 Hrs. MSETCL may, at its discretion, extend this deadline for submission of offers by amending the tender document. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through E-mail, Telex, Fax, cable will be rejected.

#### **4.2.5. 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, EHV O&M Division MSETCL, Wardha may give extension in the bid validity period beyond 90 days. This may extend for further 45 days.

#### **4.2.6. Opening of Bids**

The Technical Bid will be opened on 23.06.2018 at 14.00. Hours.

The Financial Bid will be opened on 23.06.2018 at 15.00 Hours.

#### **4.2.7. Evaluation of Bids**

##### **a) Preliminary Scrutiny**

Prior to the detailed evaluation, EE, EHV O&M Division, MSETCL, Wardha 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 EE, EHV O&M Division, MSETCL, Wardha determination of an offer's responsiveness will be based on the contents of the bid offer itself without recourse to extrinsic evidence.

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

##### **b) Technical Evaluation**

1. 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).
2. 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.

3. For the agencies which meet the prequalification criteria, the TEC would examine the technical details.
4. MSETCL will not accept conditional bids.
5. MSETCL reserves the right to verify the educational qualification etc. of the proposed staff of the agency if required.
6. MSETCL reserves the right to accept or reject any tender offer, and to annul 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.
7. Bids quoting below minimum wages are liable to be rejected summarily.

**c) Financial Evaluation**

1. Commercial bids of only the technically qualified bidders shall be opened.
2. A Tender Evaluation Committee (TEC) would scrutinize the commercial bids.
3. The bidders have to quote amount in Indian rupees as per schedule of the financial bid.
4. 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 will be selected and contract will be awarded.
5. In case same rates quoted by two agencies, work may be divided between them. Preference will be given to agency who is carrying out the work in MSETCL, Wardha.
6. **GST (Both CGST & SGST) at the prevailing rates shall be payable by Agency.**
7. TDS will be deducted as per prevailing Income Tax Laws and certificate to his effect shall be provided to the agency by MSETCL. The responsibility of paying the service tax will be as per statutory laws / act in force.
8. The agency should be registered with the concerned Govt. Authorities, and a copy of the registration may be submitted.
9. In case, the agency fails to comply with any statutory duties & liabilities and taxation liability under appropriate law, and as a result thereof the MSETCL is put to any loss/obligation, monetary or otherwise, the MSETCL will be entitled to get itself reimbursed from the condition and for the same the outstanding bills/ performance security bond to the extent of the loss or obligation in monetary terms may be recovered from the Agency.
10. The Executive Engineer, EHV O&M Division, MSETCL, Wardha 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.

**4.2.8. Award Criteria**

1. On written communication from EHV O&M Division, MSETCL, Wardha for having qualified for providing manpower to various Sub-stations/sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha, the agency shall sign the contract (letter of award) within 10 days of such communication.  
**Security Deposit:** - You will have to pay S.D. equivalent to 5% of the order value after receipt of the order within **07 days** to the office of Executive Engineer, EHV O&M Division, Wardha **under intimation to this office** by B.G. / D.D. or by cash. Name should be typed on DD or B.G as "EXECUTIVE ENGINEER, EHV (O&M) DIVISION, MSETCL, WARDHA". **If S.D amount is not paid, you will not be allowed to start the work at site.**
2. The cost of stamp duty payable as per Mumbai Stamp Duty Act 1958 towards work contract shall be borne by the agency.

3. EHV O&M Division, MSETCL, Wardha 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.

**1. Payment Terms**

1. The payments to the agency will be made on monthly basis.
2. The payment towards services/persons provided by the agency shall be made by concerned various offices under the jurisdiction of EHV O&M Division, MSETCL, Wardha including zone office within reasonable time from the date of submission of the bill/ invoice in triplicate. All necessary documents showing payments made by him to these persons and having made the compliance of the rules of the relevant statues should be furnished. 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. No interest shall be payable if the payments are delayed on any ground which may please be noted.
3. 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.
4. The agency will submit bills in triplicate by the 7th day of next month after fulfilling the following conditions:
5. The Sub-station Incharge/ Sub-Division Incharge/Division HR Heads will provide duly certified attendance sheets of the persons engaged on outsourcing basis to the agency by 3rd day of every month.
6. The agency will make the payment to their deployed employees on or before 7th day of every month without fail.
7. Payment will be made after receipt of complete documents e.g. statutory payment etc. made to the Government Authorities pertaining to PF, ESIC, PT, etc.
- viii) The payment toward National Holidays (26 Jan., 1 May, 15 Aug., and 2 Oct.) shall be paid /claimed on the actual working days.

**6. General Terms & Conditions**

**6.1. General Conditions**

Statutory compliance: The selected agency shall specifically ensure compliance of various Laws/Acts, including following Laws / Acts, and their enactments / amendments / modifications, if any.

1. The Payment of Wages Act, 1936
2. The Employees' Provident Fund Act, 1952
3. The Bombay Shops and Establishment Act, 1948
4. The Contract Labour (Regulation and Abolition) Act, 1970 and Rules there under
5. The Payment of Bonus Act, 1965
6. The Payment of Gratuity Act, 1972
7. The Employees' State Insurance Act, 1948
8. The Employment of Children Act, 1938
9. The Minimum Wages Act, 1948
10. The Maharashtra Workmen Minimum HRA Act,1983
11. The Bombay Labour Welfare Fund Act,1953
12. Any other relevant Act / Rules in force

1. 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.
2. 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.
3. 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).
4. 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.
5. 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/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.
6. 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.
7. 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 BG / DD. The tenderer shall arrange to renew the Bank Guarantee periodically as informed to the bidder by MSETCL from time to time.
8. The payment towards services/persons provided by the bidder shall be made by concerned offices under the jurisdiction of EHV O&M Division, MSETCL, Wardha including zone office within reasonable time from date of submission of the bill/ invoice in triplicate by the tenderer along with 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 concerned offices under the jurisdiction of EHV

O&M Division, MSETCL, Wardha including zone office 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.

9. 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. The tenderer should submit the statement of deductions of individual indicating their allotment number of PF & ESIC etc along with the bills. In case of increase in the rate of minimum wages by the Government of Maharashtra such as basic and/or dearness allowance, the said difference 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.
10. 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. The agency should pay the Bonus and 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.
11. 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.
12. 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.
13. Income Tax as per rules will be deducted from the bill/Invoice of the tenderer.
14. The tenderer shall be liable for payment of Minimum Wages, Bonus, PF, Gratuity, ESIC, Leave, Workmen's Compensation for accidents, Contribution to Labour Welfare funds etc., as applicable to the persons provided by the tenderer.

## **6.2. Secrecy**

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 knowhow, 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office, otherwise the same will be deducted from the security deposit or from the payments.

### **6.4. Providing Services / Support**

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.

1. The agency shall be responsible for any damage to equipments, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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.
2. Various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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.
3. 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office premises.
4. 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.
5. Various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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.
6. This contract is a contract for services and there is no express or implied relationship of employer and employee between agency's employees' representatives and the various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office.
7. 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 various sub-

stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office., 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.

8. In case of manpower, the agency shall have to provide immediate replacement for the deployed manpower if the client is not satisfied with the performance of person provided.
9. Except the payment of charges on monthly 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.
10. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/information to MSETCL as and when required.
11. 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.
12. **Quantity:** Estimated number of manpower to be engaged on outsourcing basis is indicated in the **Annexure -III**. However, it should be clearly noted that EHV O&M Division, MSETCL, Wardha shall place the order only as per the actual requirement from time to time.
13. **Duty Hours:** The persons provided will have to work on all working days for 8 hours per day, If necessary they may be asked to work on 2<sup>nd</sup> and 4<sup>th</sup> Saturdays and on holidays and for sub-stations:-08.00 a.m. to 05.00 p.m 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 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.
14. 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.
15. Manpower agency has to appoint only the persons who have been interviewed/ tested by MSETCL. Agency / contractor have to submit the biodata (affixed with photo and enclosed all certificates for education and professional experience). If, required MSETCL may verify original documents.
16. 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.
17. 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**

1. 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office in pursuance to this contract.

2. The various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office shall remit the wages of the manpower at actual to the agency / contractor on the basis of bill raised by the agency/ contractor & after satisfactory completion of work and certification from concerned substation In charges/ SDO's in that respect. 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office in the prescribed time limit.
3. 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 various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office.
4. The agency shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal or any other reason/reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the agency.
5. The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
6. The agency shall be contactable at all times and messages sent by post / e-mail / fax/ special messenger from the various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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**

1. The agency will ensure that the salary to the deployed personnel shall be distributed on or before the 07th day of the following month without fail.
2. The agency is fully responsible for timely claiming and disbursing monthly payment of salary to the personnel deployed by them in "various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office".
3. The agency is solely responsible for any accident/medical/health related liability for the personnel deployed by agency at various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office. 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 agency.
4. 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.



5. 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.
6. The agency shall be bound by the details and documents as furnished to MSETCL while submitting the tender or at any other time. In case any of the details of such agency documents furnished by agency, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making agency liable for suitable action.
7. 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**

1. 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 full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the MSETCL along with the copies of testimonials about age, educational & other qualifications, and experience before they are actually deployed for the job.
2. 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.
3. The person to be deployed should be conversant with the local language along with other languages.
4. 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.
5. The selected tenderer shall maintain attendance register for all the persons deployed by them in the various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office. Based on their attendance the invoice for wages with statutory liabilities shall be prepared and submitted by the tenderer to the Concerned Division HR Head on 7th day of every month.
6. 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.
7. 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.
8. The salary paid to the outsourced person/ deployed persons by the agency should not be less than the minimum wages prescribed by the relevant Acts/ Rules/ Regulation in this regards.
9. The agency shall provide substitute in place of such of the persons deployed immediately, upon receiving written notice from concerned various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office, 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**

1. 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.
2. 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.

3. The agency shall ensure good behavior from its personnel on duty with various sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office. 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.
4. The personnel engaged by the agency will be bound to observe all instructions issued by MSETCL authority concerning general discipline and behavior/mnb
5. 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 premises/campus or police prosecution.
6. 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.
7. 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.
8. 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.
9. The personnel deployed shall not claim any master & servant relationship against MSETCL.
10. Deployed personnel are entitled for leave as admissible under relevant statutes.

## **6.9 Rights of MSETCL**

1. Decision of MSETCL in regard to interpretation of the terms and conditions of the contract / agreement shall be final and binding on the agency.
2. 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 Wardha.
3. Estimated number of personnel is subject to reasonable change at the discretion of the Competent Authority of the EHV O&M Division, MSETCL, Wardha.
4. The MSETCL may check and ensure that the personnel deployed by the agency, 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.
5. MSETCL authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individuals are found unsatisfactory.
6. The EHV O&M Division, MSETCL, Wardha 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 EHV O&M Division, MSETCL, Wardha 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.

7. 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 Executive Engineer, EHV O&M Division, MSETCL, Wardha 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 Wardha.
8. MSETCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the agency.

### **6.10 Dealing Offence/ Loss etc....,**

1. 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.
2. 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 agency, 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.
3. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the concerned sub-stations/Sub-division under the jurisdiction of EHV O&M Division, MSETCL, Wardha including Division office 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.
4. In case, 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 the Agency, 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.

1. 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**

1. Force majeure clause shall mean and be limited to the following in the execution of the contract / work order placed by EE, EHV (O&M)DIVISION, MSETCL, Wardha.
  - 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 prevents or delays the execution of the order by the agency.
2. The agency shall advise MSETCL in writing, duly certified by the local concerned authority, at 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.

**Executive Engineer  
EHV O&M Division  
M.S.E.T.C.L., Wardha**

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## ANNEXURE – I

### Manpower Requirement

Sr. No.	Name of Sub-Station/Sub-Division/Office	Zone	Cleaner/Sweeper(full day)	Cleaner/Sweeper(Half day)	Total
1	1) EHV (O&M) Division Office.	Zone -II	1 no. for each Div. Office (i.e.1 nos)	--	1
2	1) Line Maint. Unit, Sub-Division, Hinganghat. 2)220kv Hinganghat S/S 3)132 KV Pulgaon S/S	Zone -III with ESIC	2 no. for each Sub-station & 1 no for Sub Division ( i.e. 03 nos.)	--	3
3	1)220kv Wardha S/S 2)220kv Bhugaon S/S 3)132 KV Seloo S/S 4) 132kv Deoli S/S 5) 132kv Talegaon S/S 6) 132kv Arvi S/S 7) 132kv Jam S/S 8) Line Maint. Unit, Sub-Division, Wardha.	Zone-III w/o ESIC	1 no. for each Sub-station & sub division ( i.e. 08 nos.)	--	8

## **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. .... do hereby state and declare that M/s.  
...../ I am 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.

Place:

(Signature & Seal of the Tenderer)

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 Executive Engineer,  
EHV O&M Division,  
MSETCL, Wardha.

**SUB:** Work of Annual Maintenance Contract for Cleaning/ Upkeeping premises of 220kV & 132kV Sub Stations, Division office Wardha & LMU S/Dn under EHV O&M Division Wardha

REF: RFX No. 7000008941

Sir,

With reference to RFX No.7000008941 regarding Work of Annual Maintenance Contract for Cleaning/ Upkeeping premises of 220kV & 132kV Sub Stations, Division office Wardha & LMU S/Dn under EHV O&M Division Wardha., 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. 1.
2)	Attested copy of GST Registration	Registration No.:- _____ Date:- _____ Valid upto _____	Exhibits No. 2
3)	Attested copy of Provident Fund Registration	Registration No.:- _____ Date:- _____ Valid upto _____	Exhibits No. 3
4)	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. 4

5)	Attested copy of Professional Tax Certificate	Certificate No.: _____ Date: _____ Valid upto _____	Exhibits No. 5
6)	Attested copy of Agency's/Bidder's PAN or TAN No.	PAN No. _____ OR TAN No. _____	Exhibits No.6
7)	<b>Original certificate</b> of Net worth of Agency/Bidder issued by the Chartered Accountant  Name: _____ & Full Address: _____ _____ of the Chartered Accountant	Certificate No.: _____ Date: _____	Exhibits No. 07
08)	Copy of Income Tax Return for the year	Financial Year 2015-17	Exhibits No. 08
09)	Details of Bank Account in which account of agency is presently in operation a) Bank Name. _____ b) Full Address of the Bank _____  1. Whether Nationalised/ Scheduled or Other _____ 1. Nature of Account _____ (Saving/Current etc.) e) Account No. _____ f) IFSC Code _____ g) Whether presently operating (Yes/No) _____	Attested copy of the bank passbook /cheque showing these details	Exhibits No. 09
10)	<b>Original certificate</b> issued by the Chartered Accountant showing Average Turnover of the agency/bidder of worth <b>50%</b> of tender estimate & above of the business of providing manpower/Labour of preceding three year 2014-15, 2015-16, 2016-17.	Amount of Average Turnover of preceding three years Rs. _____ lakhs	Exhibits No10
11)	Net worth Certificate issued by Chartered Accountant	Amount not less than 20% of tender estimate	Exhibit No.11



12)	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. 12
13)	Details of establishments where manpower are provided (Experience). Attach experience certificate issued by the concerned establishments.	Preceding years	Exhibits No. 13
14)	No Relation Declaration		Exhibit No.14

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 - IV**  
**FINANCIAL BID LETTER**

RFX No. ....

Date:-

**To**  
**The Executive Engineer,**  
**EHV O&M Division,**  
**MSETCL, Wardha.**

Dear Sir,

In pursuance to the e-Tender notice no. MSETCL/EE/EHV/O&M/DIV./WRD/Tender-02/2018-19 published by the EE, EHV (O&M) DIVISION, MSETCL, Wardha, I/we, undersigned, offer to provide manpower to the various substations, sub-divisions & office under the jurisdiction of EHV (O&M) DIVISION, Wardha on outsourcing basis for a period of one year or for such extended period as EHV (O&M) DIVISION, Wardha 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 various Sub-stations/sub-division under the jurisdiction of EHV (O&M) DIVISION MSETCL, Wardha including and Division office on outsourcing basis, we undertake to submit demand draft/ the Performance Security Bond / Bank Guarantee from a nationalized bank for a sum equivalent to the 10% 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 ..... 201.....  
Signature of .....In capacity of.....  
Duly authorized to sign the bid for and on behalf of .....  
Witness .....  
Address .....

**Signature of Bidder**

## ANNEXURE – V

### NO RELATION DECLARATION

RFX No. ....

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

### Letter of Acceptance of the Terms & Conditions

RFX No. ....

Date:-

**To**  
**The Executive Engineer,**  
**EHV O&M Division,**  
**MSETCL, Wardha.**

Dear Sir,

In pursuance to the RFX No. .... published by the EE, EHV (O&M)DIVISION MSETCL, Wardha, I/we, the undersigned, do hereby undertake to accept all the terms and conditions laid down in the said E-Tender Notice.

**Dated this ..... Day of ..... 20**

**Signature of Bidder**

## **ANNEXURE – VII**

**(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. .... do hereby state and declare that  
M/s. .... / I am 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.

Place:

(Signature & Seal of the Tenderer)

Date:

# ANNEXURE VIII

## Letter Head of Chartered Accountant

### Certificate showings/Indicating average 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  
7preceding three (3) years i.e. for the financial year 2015-16, 2016-17 & 2017-18 in  
providing manpower/Labour was Rs. \_\_\_\_\_ (Rs. in lakhs). The details of  
which are as below.

Sr.No.	Name of the year	Annual turnover in providing manpower/labour
1	2015-16	Rs.
2	2016-17	Rs.
3	2017-18	Rs.
	Average Turnover of 3 years	Rs.

Signature: \_\_\_\_\_  
Full Name & Membership No. of the CA  
who signed this letter \_\_\_\_\_  
Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: STD Code- \_\_\_\_\_  
Number: \_\_\_\_\_  
Mobile No. : \_\_\_\_\_

# ANNEXURE-IX

## 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 **20%** of tender estimate as on 31 March 2017.

Signature: \_\_\_\_\_  
Full Name & Membership No. of the CA  
who signed this letter \_\_\_\_\_  
Full Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: STD Code- \_\_\_\_\_  
Number: \_\_\_\_\_

Mobile No. : \_\_\_\_\_  
Seal of the  
Agency/Bidder

Date: \_\_\_\_\_