

# **TENDER DOCUMENT**

Tender Specification number	EE/EHV O&M DN/RTN/Tech/ET-15/20-21 (RFX No. 7000019691)	
Name of work	SRM E-Tender for Maintenance & servicing of existing Air conditioner at various Substations, under EHV O&M Division, Ratnagiri.	
Estimated cost	Rs. 13,14,225/-	
Earnest Money Deposit	Rs. 13,142/-	
Date for download of Tender document.	From <b>28.04.2021 to 05.05.2021</b> at <b>18.00 hrs</b> . (Sale Opening Date & Sale Closing Date).	
<b>Date &amp; Time (Hrs.) for online</b> submission of Tender Documents.	Up to closing date i.e. <b>05.05.2021 at 18.00 hrs</b> .	
<b>Date &amp; Time (Hrs.) for online</b> onwards; if possible.	<ul> <li>a) Technical Bid: - 06.05.2021 at 11:00 Hrs. opening of Tender Documents.</li> <li>b) Commercial Bid: - 10.05.2021 at 11.00 Hrs. onwards; if possible.</li> </ul>	
Tender Fee (Including GST)	Rs. 525/- (Including GST 5%)	

For further details visit our website:-

https://srmetender.mahatransco.in

Contact Person: Addl. Executive Engineer: Phone No. 8411001963

**Note**: All eligible contractors are mandated to get enrolled on SRM E-tendering portal & be secured digital signature.

For participating search the above RFx No. 7000019691

# 1) SRM E-Tender No.: EE/EHV O&M DN/RTN/Tech/ ET-15/20-21

2) Name of work: Maintenance & servicing of existing Air conditioner at various Substations, under EHV O&M Division, Ratnagiri.

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### SRM E-Tender No.: EE/EHV O&M DN/RTN/Tech/ ET-15/20-21

# SRM E-Tender for Maintenance & servicing of existing Air conditioner at various Substations, under EHV O&M Division, Ratnagiri.

#### SPECIAL CONDITIONS

1) The tenders should be submitted into two separate bids.

<u>**Technical Bid:**</u> The Technical bid should contain following documents certificate / as a proof of qualifying pre-requisites (attested), broachers, attested certificates etc.

#### **<u>Requisites</u>**:

- 1) Income Tax return filed for the last three financial assessment year & PAN card.
- 2) Valid Electrical Contract License.
- 3) Insurance of Labour.
- 4) Solvency certificate from Nationalized/ Schedule Bank to the extent of 25% of the estimate cost of the works.
- 5) CA certified average Net worth certificate of 25% of estimated cost for the financial years 2017-18, 2018-19 & 2019-20.
- 6) Shop & Establishment Act registration certificate.
- 7) Registration under GST.
- 8) EPF Registration Certificate.
- 9) Details of orders executed or in hand with amount.
- 10) The Experience certificate of execution of same type of work satisfactorily not less than 5 Lakhs. The bidder must attach work order copy & the experience certificate against same issued by not below the rank of Executive Engineer in any Govt./Semi Govt. utility.
- 11) Turnover:

The bidder should have minimum average turnover of 60% of the tender estimated cost during preceding three financial years (i.e. financial year 01.04.2017 to 31.03.2018, 01.04.2018 to 31.03.2019 & 01.04.2019 to 31.03.2020).

The bidder should furnish the above details duly Certified by the Chartered Accountant along with his bid.

12) The firm should have skilled staff and supervisor conversant with the above related work & should submit the list.

- 13) Constitution of the bidder's firm (Partnership deed, Articles of Association etc.). In case of partnership firm, a letter by all partners authorizing any one or more partner/ partners to deal with the 'Board regarding the bid/contract. Joint Venture shall not be allowed.
- 14) Bidders have to submit an undertaking in the attached Proforma 'ANNEXURE-G' declaring that their Firm is not Debarred/Blacklisted by Govt./Semi Govt./Other Power Utilities, anywhere.
- 15) Firm/ Bidder has to pay EMD irrespective of SRM system asks for the Same, EMD exemption is only for below mentioned conditions:
  - The Micro and small enterprise (Only manufacturing and service enterprise) as defined in MSMED Act, 2006 are exempted from paying EMD and tender fees. The Udyog Aadhar Memorandum and Udyog Aadhar Registration certificate submitted by said enterprises should indicate the same material / service as required against the tender floated.
  - 2) The Bidder has to pay EMD and tender fees in following cases:
    - a) If the micro/small enterprise registration certificate does not indicate the relevant classification code covering material / service as required against the tender floated.
    - b) If investment in the plant and machinery or equipment exceeds the threshold limit indicated in the MSMED Act, 2006 (at present the threshold prescribed limit being for Micro-upto Rs. 25 Lakhs small – Rs. 25 Lakhs to Rs. 5 Crs. as investment in plant and machinery and for micro –up to Rs.10 Lakhs: small Rs. 10 Lakhs to Rs. 2 Crs. as investment in equipment).
  - 3) In case of works contract, if the Micro small enterprise submits that the enterprise shall supply all the materials of intended works contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & tender fees to MSETCL. <u>However, an undertaking duly notarized from micro and small Enterprise to this effect is to be submitted along with bid.</u>
  - 4) The works contractor 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 etender process at MSETCL.
  - 5) The registration certificate as submitted by micro & small enterprise should be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountants in practice.

Note:

- 1) Right to call deviation for above documents will be reserved with the Executive Engineer, rejection of offer due to insufficient documents will sole responsibility of bidder.
- 2) Documents should be attached as per sequence mentioned for ease in scrutiny and avoid time delay. In case documents are misplaced in folders attached in SRM and not found, rejection arising due to this will not be responsibility of this office.
- **3)** Objection regarding qualification / other if any of respective bidder should be raised within 72 hrs. from opening of technical bid or commercial bid at respective stage of tender process. No any objection will be entertained thereafter.

#### **Commercial Bid:**

Bidder should submit the rates in the SRM e-tender for each items in 'Conditions' tab which is under 'Items' tab as per the guidelines attached for participating in the RFx. "The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted".

- 1) The commercial bid will be opened online in respect of those bidders who are qualified in QR of technical bid.
- 2) The Competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.
- 3) The comparison of rates quoted by various bidders will be on the basis of overall cost of the package.
- 4) Any variations/deviations from the specification in respect of the description of Maintenance & servicing of existing Air conditioner or the conditions of tender must be specifically brought out in the covering letter. If this is not done, it shall be deemed that the tender is in accordance with the specifications and shall be binding on the tenderer.
- 5) Earnest money deposit and Tender fee should be paid only by online.
- 6) The tender value is Limited upto **Rs.1314225/-** (inclusive of all taxes).
- 7) The tender shall be valid for acceptance for a period of 120 days from the date of opening of tenders and during this period no tenderer should be allowed to withdraw his tender. Any such withdrawal during this period will be liable for forfeiture of EMD.
- 8) The contractor will have to execute an Indemnity Bond on stamp paper of **Rs. 900/-** at his own cost if order is placed.
- 9) The provision made in various acts in force such as Workmen Compensation act and Contract Labour act 1970 are obligatory on the contractor while execution of work.
- 10) The contractor shall make his own arrangement for skilled labours, tools & tackles, crane and vehicle etc, nothing will be provided by the Company.
- 11) The contractor shall always keep and maintain in order, First Aid Box as a safety measure for the labours.
- 12) For any loss to the person or Company's property the contractor will be responsible and should pay for the same.
- 13) In case of dispute, if any, the legal jurisdiction of the Court shall be Ratnagiri only.
- 14) All the Company's general terms and condition of contract are applicable to this contract.
- 15) The company does not bind itself to accept the lowest or any tender neither will any reason be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender.
- 16) The Company reserves the right to reject tender which does not confirm to any of the condition.
- 17) The tenderer should pay the security deposit of amount in form of cash/ DD/ FDR/ BG equal to 5% of order value within 7 days of receipt of the LOI.
- 18) MSETCL will not be responsible for non submission of Bid due to any internet connectivity/ server problem.

#### SRM E-Tender No.: EE/EHV O&M DN/RTN/Tech/ ET-15/20-21

SRM E-Tender for Maintenance & servicing of existing Air conditioner at various Substations, under EHV O&M Division, Ratnagiri.

#### **Instructions to the Tenderer**

- <u>Scope of work</u>: The tender involves the work of Maintenance & servicing of existing Air conditioner at various Substations as per SRM Schedule for the Maharashtra State Electricity Transmission Co. Ltd. (Hereinafter referred to as the Company).
- 2) <u>Rates</u>: Rates should be quoted in % basis only in SRM system. The rates quoted shall be inclusive of all T&P and personnel required for executing the works.
- 3) <u>Taxes</u>: Rates are inclusive of all taxes. All the taxes, rates, duties, cess by whatever may it called in India at prevailing rate will be applicable to this tender.
- 4) <u>Validity of the tender</u>: All tenders shall be open for acceptance by the company for a period of 120 days from the date of opening of the tenders and the tenderer shall be bound to carry out the work on such acceptance within this validity period. All bids submitted against this tender shall be deemed to comply with the conditions unless otherwise agreed by the Company.
- 5) <u>Submission of Tender</u>: Being SRM E-Tender which will be digitally signed by bidder's e-tender signatory, there is no necessity to attest the documents. Further it will be presumed that all e-tender conditions that upload in this e-tender are agreed by you. The tenderer must quote his final rates (including all taxes & duties/charges) online through SRM e-tendering portal of MSETCL (<u>http://srmetender.mahatransco.in/</u>). Any variation, revision in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding, etc., after the tender has been submitted. However, the rates quoted by you should be inclusive of all taxes and duties.

Tenderers are prohibited from making any additions or alterations, in the description of articles mentioned in the Schedule/tender doc. All the tenders must be submitted in this form online only through SRM e-tender portal and must be clearly filled in as per the online e-tendering process. Remarks, if any must be either in ink or Typewritten. Every scratching / Overwriting must be initiated by the tenderer. The scanned copy of required documents is to be uploaded in SRM e-tender portal wherever necessary.

6) <u>Earnest money deposit</u>: Each tenderer will be required to pay an EMD of Rs. 13142/- (Rs. Thirteen Thousand One Hundred Forty Two only) before due time of closing. Request for exemption from EMD shall not be considered on any grounds. Request for payment of EMD after closing of tender and consideration of tender shall not be entertained.

### The EMD is liable to be forfeited under following conditions.

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

The EMD should be paid online from MSETCL website. No interest shall be allowed on the EMD in respect of unsuccessful tenders. The EMD will be returned as soon as the tender is finalized and upon the tender returning to the company the receipt thereof duly discharged in favour of the company. In case of successful tenders, the EMD will be adjusted against the security deposit on specific request by the tenderer.

- 7) **Disqualification**: Bid shall be disqualified for following case:
  - a) Disclosing untrue and/or false information or withholding information or part of information.
  - b) Record of poor performance such as unsatisfactory work or abandoning the work or delay in work etc.
  - c) Financial shortcomings or failure in past contracts.
  - d) Insufficient experience, or employing insufficient number of employees or not employing unqualified employees.
  - e) Non Payment of requisite EMD.
  - f) Non submission of document as per above list.
- 8) <u>Signing of contract</u>: Within 7 days from the date of receipt of work order, the contractor shall enter into an agreement with the MSETCL in the prescribed format. Until the agreement is executed, the MSETCL will not be liable to pay, nor the contractor shall be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by contractor.
- 9) <u>Execution of work</u>: Immediate after receipt of work order, the contractor shall take prompt action in planning the work in consultation with the concerned S/s In-charge. He should also take steps for timely procurement of necessary material and tools and plant. The work should be carried out to the full satisfaction of the concerned S/s In-charge. The provision made in various acts such as workman compensation act, contract labour act 1970 are obligatory while execution of work.
- 10) Failure of Execution of the work: For failure to execute the work as per schedule against the order in full, within the stipulated period, the company shall be at liberty, without further notice or reminder to the contractor to get the same work done on account of and at the risk of the contractor and prefer a claim for the difference in price and for all expense whatsoever incurred in getting the said work done and the same shall be recovered from any payment due to contractor from bills or deposit or on any account such expenses will also include 15% supervision charges.
- 11) <u>Validity of order</u>: The order should be valid for period of 1 year from the date of issue of order or exhausting of order amount whichever will be earlier.
- 12) <u>Supervision of the work</u>: The work shall be under the supervision of concern S/s In-charge. Outages as & when required if possible will be arranged by the concerned S/s In-charge. The contractor shall obtain a certificate from the S/s In-charge for having executed work satisfactorily.
- 13) <u>Contractor's Employee</u>: The contractor shall employ and provide onsite only such employees who are skilled and experienced for execution of works.

The contractor shall provide housing accommodation to his employees; also he should take all the precautions at his own cost until handing over the site to the MSETCL. He shall also be responsible for any injury/ accident to his employees. Payment of compensation etc. as may require to be paid eventually shall be borne by the contractor himself.

It is the sole responsibility of contractor to observe and abide by the provision of labour act such as Workman Compensation Act, Minimum Wage Act, Payment of wages Act, Gratuity Act, PF Act, GST and Other regulation framed by Govt. from time to time. MSETCL will not be responsible for any violation of the act or regulations by the contractor.

- 14) <u>Safety</u>: The contractor should provide all safety equipment required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipment the same shall be in the contractor risk and cost. The contractor must maintain first aid box in safe custody.
- **15)** <u>**Precaution**</u>: The contractor will have to take all precautions at the contractor cost till the completion of work. MSETCL will not responsible for any accident (fatal or non fatal) or injury to the personnel of the contractor or any financial implication arising there from.
- 16) <u>Misconduct</u>: If any type of misconduct or adverse report against the performance of contractor or its employees is reported to this office, the undersigned reserves the right for cancellation / termination of contract at any stage and decision taken will be final and binding on the contractor. The said termination shall be made at the risk and cost of contractor and remaining work shall be got done from another contractor at the cost and risk of the contractor.
- 17) <u>Completion period</u>: After placing of work order, work of maintenance & servicing of existing Air Conditioner at each S/s should be completed within 15 days after handing over of site.
- 18) <u>Hindrance of work</u>: If the work has to be suspended due to any reason i.e. stay order from Court of law, legal complication, held up from any other agency, shutdown etc. The MSETCL shall not pay any compensation/ damage to the contractor towards item lie labour, idle machinery, vehicles etc. However, in such case the contractor will be paid for the actual work executed by him under the supervision & measured by concerned S/s In-charge.
- **19)** <u>**Damage to the person & property**</u>: Any losses or damages during the work as per MSETCL specifications i.e. Schedule 'A'. Work due to theft or any other reason during the period will be on your account. The amount of damages if any will be recovered from your bills.
- **20)** <u>Site Clearance</u>: The contractor during the execution of work, shall keep the site reasonably free of all unnecessary obstruction and shall store the material nearby so as not to cause any obstruction. Similarly, on completion of the works the contractor shall clear away and remove from the site all surplus material, rubbish and temporary work of any kind site should be kept clean.
- **21)** <u>Subletting of contract</u>: The contract or any part thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted the responsibility of it shall be of the principal contractor to whom the work order was originally issued to execute the works as per the terms of contract.
- 22) Joint Inspection report: Before starting of work exact spare list should be worked out. As per practical condition, agency has always prepared joint inspection at the time of work only. Hence Joint Inspection report is necessary. Only at the time of work, agency should have with all the spares require at the time of work. If the work is delayed due to spare, penalty will be imposed.
- 23) <u>Monitoring of order amount</u>: Contractor has to monitor work order amount. If the work exceeds beyond work order amount, excess amount will not be paid at any cost.
- 24) <u>Rework</u>: Any work i.e. to be carried or already executed work found defective due to faulty workmanship or improper execution shall be done good by the contractor free of cost, failing to which the work shall be got done by other agency and the cost shall be recovered from the contractor.

- **25**) <u>Penalty</u>: If the work is not completed within prescribed time limit the penalty at the rate of <sup>1</sup>/<sub>2</sub> % per delayed week subject to 10% of the work order value will be charges.
- **26)** <u>**Payment Terms**</u>: The bills in triplicate should be submitted to the concerned S/s who will submit to division office for technically scrutiny, Audit & payment.

100% payment of Bill shall be effected to the contractor at division as per availability of funds at the rate accepted in the rate schedule "A" on the basis of actual measurement & against submission of following documents i) Joint Inspection report, ii) Security deposit, iii) Agreement bond, iv) Guarantee Certificate.

Any losses or damages due to handling or theft or any other reasons during the period would be on contractors account. The amount of damages if any will be recovered from contractor's bill or any other payment due for payment as per assessment given by Engineer Incharge.

- 27) <u>Force Majeure</u>: Only the following conditions shall be consider for the purpose of this clause.
  - 1) Natural phenomena such as floods, draughts, earthquakes, epidemics & heavy rain.
  - 2) Acts of any Govt., domestic or foreign, such as war (declared or undeclared), priorities, guarantees embargoes etc.
  - 3) The contractor affected by force majeure shall within 7 days of the occurrence of such a cause, notify the board in writing in sufficient documentary proof.
- **28)** <u>Deduction</u>: Any amount or amounts which become payable by the contractor to the MSETCL under particular contract may be deducted by the purchaser from any amount/ amounts due or becoming due by him to the contract under the same or any other contract.

**SAVE AND EXCEPT:** Amount / Amounts due on account of damage or compensation for default or breach of contract by the contractor in which case instead of deduction of the said amount / amounts, shall be retained and the purchaser shall have the right on amount / amounts so retained or withheld.

- **29)** <u>Jurisdiction</u>: All disputes or difference arising out of in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of Ratnagiri court.
- **30**) <u>**Quality of work**</u>: Quality of work should be as per our specifications. Genuine & good quality spare parts only utilized during work.
- **31)**<u>**Quantity:**</u> The Quantity mentioned in the Schedule 'A' is tentative and subject to variation on either-wise. However, payment will be made for the material actually received.
- **32)** <u>**Guarantee**</u>: The materials / works should be guaranteed against bad workmanship and manufacturing defects, for a period of 1 year from date of work completed and this undertaking may be sent along with the bill without fail. For any defects in workmanship/Manufacturer, you will have to give free service within 7 days from the date of intimation within guarantee period.
- **33**) <u>Risk & Cost</u>: In case the work is not executed partly or fully the balance work will be got carried out from some other agency even at the higher rate & difference in cost will be recovered from your pending bills with company or Security deposit will be forfeited in addition to above.
- 34) <u>Loss of material/ Damages</u>: You will have to keep your material in safe custody at your end. The Company will not be responsible for the loss of the material kept at Company's site. The accommodation for your staff will not be provided by the Company. If damages occurred during work, it will be compensated from you.

- **35**) <u>Compensation</u>: If any accident occurs to any of your worker/your Supervisor/or outsiders in carrying of the work will be on your account. The Company will not be responsible for such accident/ compensation payment etc.
- **36)**<u>Idle Labour hours:</u> In case of suspension of work, or delay in work due to any reason or stay order of the Court of Law no compensation will be paid by the Company for idle labours /idle machinery etc., during the period. If the proposed outage is cancelled due to unavoidable circumstances, compensation will not be paid.
- **37)** You shall have to mention the GST registration number on your bill; otherwise GST as applicable will be recovered from your bill.
- 38) <u>Tools & Plants</u>: All the necessary Tools and machinery required for execution of the work shall be arranged by the contractor at his own cost. The company shall not be responsible for any damages/ theft to the contractor tools, plants, machinery etc. during execution of work / contract period. The contractor should arrange at his own cost for octroi charges or any other such type of local charges for his material T & P etc. The tool, plants and machinery brought at the site by the contractor shall effectively be used and shall not be removed from the site without approval of Engineer-In-Charge.
- 39) Security Deposit: The Agency should pay the security deposit within 7 days from the date of receipt of the LOI of amounting to 5% of order value in form of cash/ DD/ FDR/ Bank Guarantee of any Nationalized/ scheduled Bank in the name of Superintending Engineer EHV O&M Circle Kolhapur, payable at Kolhapur valid for equal to or more than one year. The security deposit will be refunded only after completion of guarantee period. Security deposit will forfeit in case of bad workmanship, incomplete work. It is sole responsibility of contractor to extend validity of SD till period of Guarantee period.
- **40)** <u>Acceptance of Tenders</u>: The Company does not bind itself to accept the lowest or any tender neither will any reasons be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender.
- **41)** <u>**Discarded Tender condition**</u>: The Company reserves to itself the right to reject tender which does not confirm to any of the conditions. The tenderer whose tender is accepted must deposit money within the days from the date of receipt of intimation by way of security for the due and proper fulfillment of his contract by DD.

Security deposit is payable at 5% of the amount of order subject to the deductions if any as per the terms of contracts the security deposit will be returned in the normal course within 03 months after the expiry of the completion of guarantee period. No interest will be allowed on this deposit.

**42)** <u>Conditions of Tender and contract</u>: The tender and order/ contract placed against this specification shall be governed by the Company's general condition of contract and the tender is deemed to be fully aware of these conditions and ignorance thereof shall not exempt him from his liability to abide by these conditions. The enclosed schedules, tender notice, tender form and instructions to the tenders also form a part of these specifications.

## SRM E-Tender No.: EE/EHV O&M DN/RTN/Tech/ ET-15/20-21

SRM E-Tender for Maintenance & servicing of existing Air conditioner at various Substations, under EHV O&M Division, Ratnagiri.

# 'Annexure W'

Sr. No.	Name of S/s	Unit	Qty.
1	220 kV Pawas	EA	02
2	220 kV Niwali	EA	05
3	220 kV Oni	EA	04

Note: You may visit the above S/s for assessment of work before quoting your rates.

# Sub: Bidders Debarred/ Blacklisted by Government/ Semi-Government/Other Power Utilities --- Prohibiting participation of such Firms in MSETCL Tenders

## **ANNEXURE-G**

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

I/We hereby declare that I/We is/are participating in MSETCL's Tender No. EE/EHV O&M DN/RTN/Tech/ET-15/20-21 (7000019691)

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

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

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

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

Signature & seal of the Tenderer

#### SRM E-Tender No: EE/ EHV O&M DN/RTN/Tech/ET-15/20-21

#### **DEVIATION FROM SPECIFICATION**

Sr. No.

Class No.

Details of Deviation with justification

Signature & seal of the Tenderer

#### **IMPORTANT**:

Even if there is no deviation, the bidder should write NIL and sign this page as a confirmation of NO DEVIATION.

#### LETTER TO THE EXECUTIVE ENGINEER

To, The Executive Engineer, MSETCL, EHV O&M Division, Mirjole Road, MIDC, Ratnagiri - 415 639

Dear Sir,

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

Yours Faithfully,

Name and address of the Tenderer: With Seal