



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV O&M DN KALWA
RFx (E-enquiry)

RFx No	: 7000027465
Name of Works	: Work of overhauling / servicing & repairing of 245KVCircuit Breaker Air Compressor at 220KV Mahape, Temghar & Kamba substations under EHV (O&M) Dn., Kalwa.
Estimated Cost	: Rs. 2,72,408/- (Including all taxes).
Earnest Money Deposit	: Rs. 5000/-
Online Downloading the RFx	: 23.05.2023, 10:00 Hrs to 31.05.2023, 10:00 Hrs.
Online Submission of the RFx	: On or Before 31.05.2023 up to 10:00 Hrs.
Online Opening of the Technical RFx	: Dt. 31.05.2023 at 11:00 hrs (If possible).
Online Opening of the Commercial RFx	: Dt. 31.05.2023 at 14:00 hrs (If possible).
Tender Fee	: Rs. 500 /- + GST

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

Contact Person : The Executive Engineer, Mob. No. 9769006237.

Note : All eligible Supplier / Contractors are mandated to get enrolled on SRM ETenders (New) portal of MSETCL.

--Sd--
Executive Engineer
EHV O&M Dn Kalwa

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

DEFINITION OF TERMS

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

- 1] The owner or purchaser shall mean the Maharashtra State Electricity Transmission Co. Ltd and shall include its legal representatives successor and permitted assigns.
- 2] Tenderer :- The tenderer shall mean the reputed and registered agency enrolled on e-tendering portal of MSETCL, who is participating in the E-tendering process.
- 3] Contractor :- The contractor shall mean the bidder whose bid has been accepted by the owner for the award of the contract and shall include such successful bidders legal representatives, successors and permitted assigns.
- 4] Engineer :- The Engineer shall mean the officer appointed in writing by the owner to act as Engineer from time to time for the purpose of the contract.
- 5] Engineer's representative shall mean any assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer.
- 6] The terms Equipments material, stores shall mean and include plant stores and materials to be provided by the contractor under the contract.
- 7] Works :- Shall mean the design engineering, manufacturing (wherever applicable), materials erection, commissioning of various equipments & material as detailed in the bidding documents.
- 8] Site :- Site shall mean the whole of the premises, building and grounds in or upon which the work or works is or rate be provided, executed, erected, done or carried out.
- 9] Manufacture's work's or contractors work's shall mean the place of work used by the Manufacturing, the Contractor, or subcontractor for the performance of the works.
- 10] The contractor shall mean the agreement, if any, to be entered into by 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 forming a part of the contract.
- 11] Commissioning :- The Commissioning shall mean the first successful operation the equipment after all initial adjustments, trials etc. cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use.
- 12] Guarantee period :- The Guarantee period shall mean the period during which the contractor shall remain liable for repair, replacement of and defective part of the works including all associated activities of dismantling / re-erection etc. performed under the contract.
- 13] Month shall mean the calendar month DAY or DAYS unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

GENERAL INSTRUCTIONS TO THE TENDERER (Part-I)

A] Technical Bid: Tenderer should upload the following digitally scan copies of original documents / certificates online under technical bid.

1. Statutory Requirements

Statutory licenses/ registration to meet the qualifying criteria.

- 1.1 The bidder must have valid certificate of registration with MSETCL.
- 1.2 The bidder should have valid proof for GST Certificate.
- 1.3 The Bidder should provide Proof of registration of firm under Shop & Establishment Act.
- 1.4 The Bidder should provide Electrical Contractor License.

2. Financial Criteria

- 2.1 The Bidder should have Income Tax return for last three financial years.
- 2.2 The Bidder should submit the PAN card copy.
- 2.3 Whether EMD paid (Yes/No).
- 2.4 The Bidder should submit the Turnover & Networth certificate of last 3 years.

3. Technical Experience Criteria:-

- 3.1 The bidder should have the experience for the work of servicing / overhauling & repairing of Air compressor of 245KV CB at EHV substation under MSETCL or other Govt. utility in last 3 to 5 Years.
 - a) Bidder must have works experience not less than the amount equal to 60% of the estimated cost.
 - b) The experience certificate from the authority of the rank of Executive Engineer or above in MSETCL or other utility shall be submitted.

4. Disqualification:

- I. Disclosing untrue and or false information, or withholding information or part of information.
- II. Record of poor performance such as unsatisfactory work or abandoning the work etc.
- III. Financial shortcomings or failures in past contracts.
- IV. Insufficient experience or employing insufficient number of employees, or not employing qualified employees.
- V. Non-payment of requisite E.M.D & Tender fee.

The above qualifying requirements will be available in the question format in the RFx. The bidder has to answer all the questions at the time of bidding and also the supporting documents as required above shall be uploaded by the bidder. The documents will require digital signature at the time of uploading to the SRM Portal, the bidder has to connect the digital signature key at the time of uploading the Qualifying documents / any attachment.

****Note:**

Earnest money deposit and Tender fee should be paid only by online.

Firm/Bidder has to pay E.M.D., irrespective of S.R.M. System asks for the same or not in following cases:

A] If S.S.I/N.S.I.C Certificate do not indicate Material/Service required against present tender.

B] 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. If required E.M.D. is not paid by the bidder, the offer is liable for rejection.

C] 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- uptoRs. 25 Lakhs : Small – Rs. 25 Lakhs toRs. 5 crs. as investment in plant and Machinery and for Micro – uptoRs. 10Lakhs to Rs. 2 crs. as investment in equipment).

In Case, the Micro and Small enterprise (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 2 years from the date of non-acceptance of L1 bid. **(Circular No. MSETCL/Dir(Ops)/10812 dated 10.10.2018 attached for your ready reference).**

Earnest money deposited will be refunded online through SRM System after approval from competent Authority. EMD will be credited to the bank account maintained by 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 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 bidders in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay.
- 2) MSETCL will not be responsible for any financial implications in case 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.”

--Sd--

**Executive Engineer
EHV O&M Dn Kalwa**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
SPECIAL CONDITIONS OF CONTRACT

- 1A. These special conditions of contract, supplement the instructions to bidder and the General Conditions of contract as applicable to works contract document, where in provisions of these special conditions are at variance with the General Conditions of contract those conditions shall prevail.
- 1 B. In view of restructuring of MSEB in to four Companies w.e.f. 06.06.2005 all the terms and conditions of the Company will hold good for newly incorporated company vide Registrar of Companies Certificate No. U40109 MH 2005 PTC 153648 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd."
Henceforth, the words MSEB or Company appears in this tender shall be read as the Maharashtra State Electricity Transmission Co. Ltd.

2. SITE VISIT :

Information about the work given in specification is purely tentative and may change during actual execution as per site requirement. The Bidder is advised to visit and examine the sites of work and their surroundings and obtain for himself, at his own risk and cost, all information that may be necessary for preparing the bid and entering into the contract for the works. The cost of visiting the site shall be at the Bidder's own expense.

3. SUITABILITY OF TECHNICAL AND SKILLED PERSONNEL:

The contractor shall keep one full time experienced technical responsible person a site, he shall be fully authorized to receive and comply with such instructions as are given by the Engineer-in-charge.

The contractor must also provide for necessary skilled and unskilled workmen for each class of work and the Engineer-in-charge have the right to satisfy himself about the suitability or otherwise of such workmen. The Engineer-in-charge shall have the right to demand the removal of any Technical personal, skilled or unskilled worker who in his opinion are considered to cause bad workmanship in the execution of the work or to cause indiscipline.

4. DAMAGE OF WORK:

The works whether fully completed or incomplete, all the materials, machinery plants, tools temporary building, and other things connected there which shall remain at the risk and in the sole charge of the contractor until the completed work has been handed over to the Engineer-in-charge and till completion certificate has been obtained from the Engineer-in-charge. Until such handing over of the completed work, the contractor shall at his own cost take all precautions reasonably necessary to keep all the aforesaid works, materials, machinery, plants, temporary, buildings and other things connected therewith, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage, at his own cost.

5. MSETCL DECISION FINAL:

If any time question or difference shall arise between the contractor and Engineer-in-charge the decision of Executive Engineer will be final and binding on both parties.

6. PROJECT COMPLETION TIME:-

- a) The Successful bidder will have to complete the entire work in all respect within 3 months from the date of issue of work order.
- b) The time period includes the time required for Submission of drawings for approval, procurement of material and complete erection and commissioning and handing over of complete work to MSETCL.

7. TIME THE ESSENCE OF CONTRACT:-

- a) The time stipulated in the contract for the completion of the work shall be deemed to be the Essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work within stipulated time period.
- b) The Contractor shall submit the activity wise bar chart within the time frame agreed, consisting of adequate number of activities covering various key phases of work. Also clearly indicating the completion period for various groups of activities. This bar chart shall also indicate the interface facilities (e.g. outage approval, drawing approval etc.) to be provided by MSETCL and the dates by which such facilities are needed. The contractor shall discuss the bar chart so submitted with the MSETCL and the agreed bar chart which may be in the form as submitted or in revised form in line with the outcome of discussion shall form the part of the contract. During the performance of the contract, if in the opinion of the Engineer In-charge progress is not maintained, suitable changes shall be made in the contractors operation to insure proper progress.
- c) The above bar chart shall be reviewed and the monthly progress report shall be submitted by contractor as directed by the Engineer In-charge.

8. GUARANTEE PERIOD:-

- a) The contractor shall warranty / guarantee that, the equipments/material will be new and in accordance with contract documents & will be free from defects in material and workmanship for a period of 12 months from the date of final acceptance of works by MSETCL. Any defects developed due to defective materials and / or workmanship during testing and commissioning of equipments or during the guarantee period of 12 months from the date of final acceptance of work by MSETCL, shall be rectified or made good by the contractor at his own cost.
- b) The contractor's liability shall be limited to repair / replacement of any defective part in the equipment of his own manufacturer or those of his sub-contractor and arising from faulty design, materials and / or workmanship. All cost for the repair and / or replacement of defective part such as supply, transportation etc. shall be to the account of contractor.

9. LIQUIDATED DAMAGES:-

- a) If the contractor fails to complete all the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.
- b) The Liquidated damage shall be levied at the rate of ½ % (Half Percent) on the total contract price per week of delay, subject to the maximum of 10 % of the contract price for the entire scope of the work.
- c) In case of such delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at his risk and cost.

10. FORCE MAJEURE:-

Only the following conditions shall be considered for the purpose of this clause.

- i) Natural phenomena such as floods, draughts, earthquakes, epidemic etc.
- ii) Acts of any Government, domestic or foreign, such as war (declared or undeclared), priorities, guarantees, embargoes etc.
- iii) The party affected by 'Force Majeure' shall within 15 days of the occurrence of such a cause, notify the Board in writing with sufficient documentary proof.

11. CO-ORDINATION MEETING:-

- a) The Co-ordination Meeting between the MSETCL and Contractor shall be held from time to time at the discretion of the MSETCL, to monitor the works.
- b) The Contractor will also be called upon to attend to design Co-ordination meeting with MSETCL, other contractors and consultants during the period of contract.
- c) The Contractor shall attend all these meetings at his own cost as and when required and fully co-operate with the MSETCL and other agencies involved during these discussion.

12. SUPERVISION OF THE WORKS:

The works shall be under overall supervision, and shall be subject to the approval of the Executive Engineer, concern or his designated representative. All the material to be used in the contract shall be as per standard specifications of the MSETCL and shall be got approved from the Executive Engineer concerned.

Operating Authority: This contract will be operated by Addl. E.E, 220KV Mahape, Temghar & Kamba substations.

13. PACKING, FORWARDING AND TRANSPORTATION :-

1) The Contractor shall be fully responsible for Packing, Forwarding and Transportation of material by rail ways or by any other authorized mode of transport, clearance of equipment and further transportation of site place to of work / storage yard etc., in respect of material in his scope.

2) Contractor wherever applicable shall, after proper painting, pack and crate all equipments / material in such a manner as to protect them from deterioration and damage during rail / road or any other authorized mode of transfer. The contractor shall be held responsible for all damages / losses.

3) The contractor shall notify the Owner of date of each shipment from his / manufacturer works and the expected date of arrival at the site for the information of owner. The contractor shall give all shipping information concerning the weight, size and the contents of each packing including any other information the owner may require.

14. QUALITY OF WORK :-

The Contractor shall be responsible for quality of work & workmanship.

15. CONTRACTOR LIABLE FOR ALL DAMAGE:

Compensation for all damage done intentionally or unintentionally by contractors labourers, whether in or beyond the limit of MSETCL property shall be estimated by the Engineer-in-charge such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Executive Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation shall on demand failing which the same will be recovered from the contractor as damages or deducted by the Engineer-in-charge from any sums that may be due to or become due from the MSETCL to the contractor under this contractor or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect or precaution to prevent the spread of fire and he shall also pay any damage to cost that may be awarded by the court in consequence.

16. DECISION OF EXECUTIVE ENGINEER TO BE FINAL:

Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Superintending Engineer shall be final conclusive and binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship

or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

17. COMPENSATION ORDER WORKMEN'S COMPENSATION ACT:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923, herein after called the said Act for injuries caused to the workmen. If such compensation is paid by the MSETCL, as principal under Sub-section of section 12 of the said act on behalf of the contractor of the said act it shall be recoverable by the MSETCL from the contractor under Sub-section (2) of the said section. Such compensation shall be recovered in the manner laid in clause 4 herein above.

18. NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:

No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in the case of clearance works, for any delay in according sanction to estimation.

19. ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:

Submission of tender or acceptance of work order shall acceptance of these conditions of the tender by contractor.

20. CONTRACTOR'S EMPLOYEES :

Tenderer will have to employ and provide on site only such employees who are skilled and experienced for execution and supervision of works. Tenderer will have to provide housing accommodations to his employees. Tenderer will also responsible for any injury/accident to his employees. Payments of compensations for any accidents etc. as may required to be paid eventually shall be borne by the Tenderer. Tenderer should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventually.

21. DAMAGE TO PERSONS AND PROPERTY:-

Tenderer will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.

22. APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:

Notwithstanding anything stated here, the MSETCL's General Terms & Conditions of Contract shall be applicable to the contract as far as they are applicable to your contract.

23. TERMINATIONS OF CONTRACT:-

The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of the breach of contract in any respect or undue delay in execution of works /starting of the works.

24. INCOME TAX:

Income tax at source at the rate of 2.3% or at the rate amended from time to time will be deducted from your bill in accordance with the provision of clause 194 (c) of Finance Act 19102 and to that effect a certificate will be issued to the contractor.

25. INSURANCE:

The contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amount to protect his interests and the interest of the Owner, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the contractor. The contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and / or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contractor.

26. BILLS:-

All the payments will be made through RTGS only. Tenderer will have to submit the Tax invoice bills in triplicate to concerned Sub-Station/ Line sub division In-charge.

27. PAYMENTS:-

100% Payment will be made within reasonable time after submission of bill & satisfactory certificate from the Engineer In charge after receipt of the order the payment will be done at EHV O&M Dn., Kalwa. Mention PAN on bill for Income Tax purpose.

28. The Income Tax at the rate applicable will be recovered from your bills.

29. All royalties and all local and other Taxes/duties etc, shall be paid by the Contractor at his cost.

30. If the Contractor fails to execute the work, it will be treated as breach of contract & Contract will be terminated and order will be cancelled by forfeiting the EMD/security deposit.

31. JURISDICTION:

All the disputes arising out of this contract shall have exclusive jurisdiction of court in Thane.

--Sd--
EXECUTIVE ENGINEER
EHV O&M Dn. KALWA

Special Conditions of contract

- 1) Tenderer should upload the digitally signed & scan copies of documents / certificates online.
- 2) The completely filled Tender offer will be accepted by on-line to this office on or before 31.05.2023 up to 10:00 Hrs and same will be opened on 31.05.2023 at 11:00 hrs if possible (Techno commercial).
- 3) Right to split up the Tender or to cancel any or all the tender offers without assigning any reason thereof is reserved by the undersigned.
- 4) The undersigned reserved the rights for relaxation in TQR at any stage without assigning any reason.
- 5) A tender not bearing signature with rubber stamp of the firm of the Tenderer on all pages / documents accompanying, will be rejected.
- 6) The submission of the Tender by Tenderer implies that he has read these instructions and conditions of the contract etc., and he had made himself aware of the scope & specifications of the work to be done.
- 7) The rates quoted should be firm and price variation will not be applicable.
- 8) Tender offer should valid for 90 days from the date of opening of the Tender.
- 9) Tenderer will have to execute the works in presence of Executive Engineer, Kalwa or concerned substation Incharge.
- 10) The Tenderer will have to pay security deposit within seven days from the date of receipt of the work order, amounting to 10% of the value of the contract in the form FDR/BG of any Nationalised / scheduled Bank in the name of MSETCL, payable at Kalwa valid for one year the security deposit will be refunded only after satisfactory completion of guarantee period. Failure to furnish the Security Deposit within the specified period shall entail to forfeiture of the EMD and cancellation of the contract. (S.D. in terms of FDR or BG accepted)
- 11) The Tenderer must arrange for all the transport of materials, Man power, equipments and T&Ps include all such cost in the rates quoted by him for finished work.
- 12) All royalties and all local and other Taxes / duties etc. shall be paid by the Tenderer at his cost.
- 13) Precautions : All equipments, line & Bus are in charged conditions. Tenderer will have to take all precautions at his cost until handing over the site back to MSETCL.
- 14) Accident : If any accident occurs to the labour skilled or unskilled, compensation if any, is to be paid by the Tenderer at his cost.
- 15) Quality of work & material : Tenderer will be responsible for quality of work & workmanship. The material used to be strictly as per specification.

- 16) Outages : Outages as and when required will be arranged by the concern substation Incharge. The outage schedule will be intimated by concerned Executive Engineer to the Tenderer Three days in advance.
- 17) Penalty : If the Tenderer will fails to complete the work within stipulated time period, a penalty will be levied at the rate of @ $\frac{1}{2}\%$ per delayed week or part thereof subject to maximum upto 10% of the contract value [GST @18% extra].
- 18) If Tenderer fails to execute the work, it will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting the EMD/security deposit.
- 19) In case of any dispute arising out of your contract, it will be in the jurisdiction of Thane Court only.

--Sd--
Executive Engineer
EHV O&M DN. Kalwa

I have read and understood all the above terms and conditions and agree to abide by them.

“AGREEMENT BOND”

Whereas we are the contractors to the Maharashtra state Electricity Transmission Company EHV (O&M) DIVISION, Kalwa & the contract for **Work of overhauling / servicing & repairing of 245KVCircuit Breaker Air Compressor at 220KV Mahape, Temghar & Kamba substations** under EHV (O&M) Dn., Kalwa.. for the year 2023-24 is entrusted by the Company vide order No. -----Date----- We bind over selves to indemnify & make good any loss in the all costs & expenses which may be incurred by the MSETCL in respect of the above work in the course of its execution & undertake that:-

- 1) We shall make good any loss, shortage, damage to above work in the course of execution of the same work during the handling of the same.
- 2) We shall make good the amount of loss within the period of one month from the date of report by the Ex. Engineer of TRANS O&M Division Kalwa & further agree to authorize the MSETCL in case of our default to make good the amount of loss to recover the loss of the costs of such a spares without any further notice to recover from our pending bills with the MSETCL or from any other payment due to us including the security deposit place with the MSETCL under the same terms of this contract.
- 3) We shall Indemnify & save the MSETCL harmless at all the time from any loss, costs & consequence in respect of above mentioned work entrusted to us & agree that in case of any default or failure on our part to discharge the above mentioned obligations the MSETCL shall in addition & without prejudice to its right of recovery provided therein or in our contract with the MSETCL be entitled not only to terminate the contract at our cost, but also be held us liable & take the legal action against us.

IN WITNESS:-

We have herein to set hand on this -----in the presence of
contractors Representatives:-

- 1) -----
- 2) -----

Executive Engineer
EHV (O&M) DIVISION Kalwa,

In the presence of the Company Representatives:-

- 1) -----
- 2) -----

:: E-TENDER FORM::
ACCEPTANCE

To,
Executive Engineer
EHV (O&M) DIVISION Kalwa,
M.S.E.T.C.L.

Subject: - Acceptance to the Terms & Condition of tender & Offer of Rates.

Ref.:- Your Tender Specifications No.: - EE/EHV/O&M/DN/KLW/TECH/ Enq.-05/23-24.

Dear Sir,

I/ We hereby agree to carry out the work at the rates in price bid tendered by me/ us subject to the conditions of tender & the work above which I/ We have thoroughly understood & to which I/We agree.

I/We hereby tender for the Maharashtra State Electricity Trans. Co. Ltd., (herein after referred to as the "MSETCL") for the execution of the work against tender specification No. EE/EHV/O&M/DN/KLW/TECH/Enq.-05/23-23 RFx-7000027465 within the time limit specified therein & in accordance with the condition stipulated in this specification & the printed general condition of contract hereto. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms & condition of the specification and in default thereof to forfeit the earnest money/ security deposit & in addition to pay to the Co. the sum of money mentioned in the specification.

I/We hereby agree to provide required gang of skilled labour at various substation for 24 Hrs during the contract period.

I/We hereby agree to keep this offer open for 90 days after the date of opening of this Tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Thanking You

Yours faithfully

(Signature of Tenderer)

Name _____

Address _____

ANNEXURE-G

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

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

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

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

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

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

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

**Authorized Signatory
Seal of the Firm**

ANNEXURE-H

UNDERTAKING

(This undertaking should be signed and sealed by the bidder)

Undertaking to be submitted by the Bidder declaring that Technical documents submitted against Tender are True

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

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are submitted Technical documents which are true & not False or forged.

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 submitted Technical documents are forged or Not true then, 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 submitted Technical documents are forged or Not true then, My/Our Order is liable for termination at any stage of Order execution process and My Firm/We shall be solely responsible for the consequences arising out of it.

**Authorized Signatory
Seal of the Firm**