

- 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.”

7) **Disqualification:**

The bidder may be disqualified in the following conditions:

- 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, etc.
- c) Financial shortcomings, or failures in past contracts.
- d) Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.
- e) Non-payment of requisite EMD.

8) **Signing of Contract Agreement:**

Contractor will have to enter an agreement with the company, in the prescribed format on bond paper of Rs. 500/- or of appropriate value as per Maharashtra (amendment) Act 2015 (Mah. Act No. XX of 2015) at your cost within 15 days from the date of the receipt of this order as per the D O ltr no. Mudrank- 2009/2707/Pra.Kra./326/M-1 dtd 09.10.09. And Co.'s Adm. Circular no. 207 dtd 17.04.10. (Circular attached along with) You shall enter into a contract agreement with the MSLDC, MSETCL Airoli within 7 (seven) days from the date of receipt of work order. The MSETCL will not be liable to pay nor shall you be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSLDC, MSETCL Airoli. The necessary Stamp Duty for the agreement shall be borne by you.

The bidder shall not entrust the work on sub contract, transfer or assign the contract or any part thereof to any other party without consent / permission from **Superintending Engineer (SCADA/Admin) or Addl. Executive Engineer, MSLDC, Airoli.** In case if it is not followed it will be treated as breach of contract and will be terminated at bidder's risk and cost.

9) **Force Majeure:**

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

- a) Natural phenomena such as floods, draughts, earthquakes, epidemic etc.
- b) Acts of any Government, domestic, or foreign such as war (declared or undeclared), priorities, guarantees, embargoes, etc.
- c) The contractor/bidder affected by 'Force Majeure' shall within 15 (fifteen) days of the occurrence of such cause, notify the MSETCL/ Engineer In-Charge with sufficient documentary proof.

- 10) **Acceptance of tenders:** The company does not bind 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.

- 11) **Liquidated Damages:** In case of not attending the breakdown call/ regular service the penalty @0.5% per week subject to max. 10% of total value of contract will be imposed.

