

Estimated Cost: Rs. 24,42,642/-only.

EHV (O&M) DIVISION, SOLAPUR

EE/EHV/(O&M)/SUR/SRM/T/No.17/ 2023-24

RFX No.7000028694 (IInd CALL)

RE-TENDER DOCUMENT

FOR

SRM RE-Tender for the work of supply, Installation, Testing & Commissioning of ESE Type Lightning Arrestor (L.Cat) System at various 220/132KV Substations under jurisdiction of Trans O & M Division, Solapur.

Tender Sale Price	500.00
GST 5%	50
Total	550.00

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
CIN U40109MH2005SGC153646
EHV (O&M) DIVISION, SOLAPUR
SRM RE-Tender No: EE/EHV/(O&M)/SUR/SRM/T/No.17/2023-24

Tender No. : EE/EHV/(O&M)/SUR/SRM/T/No. 17/ 2023-24

MSETCL invites online bids (E-Tender) from registered contractors /agencies on Mahatransco E-Tendering Website http://srmetender.mahatransco.in/ for following Works.						
Sr. No	Tender No. & Description of work			Due date &Time (Hrs.) for Submission & opening of Tender		
Tender No. EE/EHV/O &M/DN/SHP/T-17/2023-24. RFX No.:- 7000028694 (IInd CALL)						
1	SRM Re-Tender for the work of supply, Installation, Testing & Commissioning of ESE Type Lightning Arrestor (L.Cat) System at various 220/132KV Substations under jurisdiction of Trans O & M Division, Solapur			Download of Tender documents Date:- 03.11.2023 @ 09:00 Hrs to Dtd.12.11.2023 @ 18:00 Hrs		
	Estimated Cost (Rs.)	EMD (Rs.)	Tender Fee (Rs.)	Closing Date	Technical Opening Date	Commercial Opening Date
	Rs:- 24,42,642/- Inclusive of all Taxes.	Rs. 24426/-	Rs.500+ 25 (5 % GST i.e.Rs.525/-)	Dtd. 12.11.2023 at 18:00 Hrs	Dtd.13.11.2023 10:00 Hrs (if possible)	Dtd.13.11.2023 at 10: 30 Hrs (if possible)
Contact Person:- The Addl Executive Engineer 7447441096/ Dy Executive Engineer -7447441043 * Mail ID :- ee6210@Mahatransco.in For further details Visit our Website http://mahatransco.in ; http://srmetender.mahatransco.in/						

1. Relevant Portions of the Tender which the tendered have to fill online would be available on aforesaid website within the aforesaid date & time.
2. The EMD & Tender fee is to be paid online to MSETCL account through SRM E-Tendering web site within the tender sale period. The tender fees and EMD will be accepted online only.
3. Eligible contractor agencies should submit their bid well in advance instead of waiting till last date MSETCL will not be responsible for non-submission of bid due to any website related problems.
4. The undersigned reserves the right to cancel the above tender at any stage without assigning any reason.

Note: - All eligible interested contractors are mandated to get enrolled on E-Tendering portal (<http://srmetender.mahatransco.in/>).

Dy. Manager (F&A)
EHV (O&M) DIVISION, SOLAPUR

Executive Engineer
EHV (O&M) DIVISION, SOLAPUR

I shall be abide by the above conditions Signature & seal of the tenderer
RFX No. 7000028694 (IInd CALL).

SRM Re-Tender for the work of supply, Installation, Testing & Commissioning of ESE Type Lightning Arrestor (L.Cat) System at various 220/132KV Substations under jurisdiction of EHV O & M Division, Solapur .

GENERAL INSTRUCTIONS TO THE TENDERER (Part-I)

The Tender should be submitted online in Two Bids i.e. Technical & Commercial separately.

TECHNO/COMMERCIAL I.E. TECHNICAL BID:-

SHOULD CONTAIN ALL QUALIFYING DOCUMENTS AND TENDER DOCUMENTS FROM PAGE NO.1 TO 15 ONLY.

COMMERCIAL/PRICE BID:-

SHOULD CONTAIN ONLY PRICE BID, SCHEDULE OF TENDER DOCUMENT.

1. QUALIFYING REQUIREMENTS FOR THE BIDDERS:

In order to be qualified for award of Contract, the bidder will be required to satisfy the following minimum criteria, which will take precedence over any qualification requirements that may be stated in the specifications or elsewhere in the bidding document. The bidder shall satisfy the following conditions: EMD & Tender Fee should be paid online only.

The following documents are required to accompany the qualifying Bid (Technical Bid): - This should contain following documents certificate as a proof of proof of qualifying pre-requisites, brochures, certificate, etc.

The paper should be scanned (in color only) and submitted through technical bid as follows.

2. Statutory Requirements:-

Statutory licenses/ registration to meet the qualifying criteria.

- a. The Bidder or his joint venture partner should have a valid electrical contractor's license issued by the government of Maharashtra.
- b. The bidders should be registered under GST Act.
- c. GST return: The bidder shall submit the copy of GST return for the last financial year from the last day of month previous to the one in which Tender are invited.
- d. The Bidder shall submit the copy of PAN card along with bid.
- e. The Bidder should be registered under PF act.
- f. The Bidder should be registered under workmen compensation policy /ESIC registration certificate.
- g. The bidder registered under SSI/NSIC/MSME certificate for the SRM portal shall also pay the EMD in the following cases,

I) if SSI/NSIC/MSME certificate do not indicate material /service required against tender this tender.

II) If Turnover or manufacturing capacity exceeds the limit indicated in SS I/ N S I C /S M SW certificate specified by the concerned authority to avail the benefit of EMD exemption

III) If required EMD is not paid by the bidder, the offer is liable for rejection

h. If available Registration of firm under Bombay Shop & Establishment Act.

i. Valid solvency certificate equivalent to an amount not less than 25 % of the Estimated cost of Tender from scheduled/nationalized bank. Valid Solvency period will be considered for 12 month only from the date of issue of certificate unless mentioned on certificate.

Note: Attested copies of Certificate should be submitted with bid / offer.

3. Minimum Qualifying requirement of the bidder:-

i. The Bidder must have completed the order for similar type of work i.e. supply, Installation, Testing & Commissioning of ESE Type Lightening Arrestor (L.Cat) System at 220/132KV & above Level in MSETCL/PGCIL/other state transmission utility during last 05 years, should be either of following.

a. Single similar completed work orders each costing not less than the amount equal to 80% of the estimated cost.

OR

b. Two similar completed work orders each costing not less than the amount equal to 40% of the estimated cost.

OR

c. Three similar completed work orders each costing not less than the amount equal to 20% of the estimated cost.

Work order along with work completion Certificate from Authorized Person / Competent Authority (not below the rank of Executive Engineer) regarding completion of above work satisfactorily must be submitted.

ii. Bidder must have authorization certificate from OEM along with its CPRI test report.

4. Financial criteria:-

a. EMD EMD in lieu of bid security deposit @1% of estimated cost will have to be paid by the bidder through online mode only.

Or

The Bidder will have to furnished bank guarantee of any Nationalized /scheduled bank in prescribed format equivalent to 1% of the estimated cost in lieu of security deposit payable at Executive Engineer, Solapur at the time of submission of Bid documents with validity of 8 months from the date of opening of techno commercial bids.

b. Turnover:-

The Bidder should have the minimum annual average turnover (MAAT) of at least 60% of tender estimated cost in the last 3 years I.e 36 months. in case of JV, the members of JV shall individually meet the financial criteria as follows in case of jv, lead member shall meet not less than 60% and the other member not less than 40% of the minimum annual average turnover auditor balance sheets for the specified last 3 years duly certified by chartered Accountant with seal and UDIN only to be submitted. i.e. FY-2020-21, 2021-22, 2022-23.

C. Net worth:-

The Bidder should have a net worth (which is definite as enquiry share capital+ reserves-revaluation reserves-intangible asset- miscellaneous expenditure to the extent not written off and carry forward losses) of last of financial year, from the last day of month previous to the one in which tenders are invited, not less than 25% value of tender estimate cost. The bidder should submit the statement of net worth duly certified by chartered accountant with the seal and UDIN.

A declaration to the effect that the Bidder does not anticipate change in his ownership during the proposed Period of the work till successful completion of warranty period (if such a change is anticipated, the scope and effect thereof, shall be defined) shall be submitted with the offer.

In case Bidder is a holding company MAAT and the net worth referred to in clause 3.2 to and 3.3 above shall be that of holding company only (I.e. excluding its subsidiary /group companies).

In case bidder is a subsidiary of a holding company, MAAT and net worth referred to in clause 3.2 and 3.3 above shall be that of subsidiary company only (I.e. excluding its holding company)

- d. The Bidder should have to submit the auditor financial statement i.e. profit and loss account & balance sheets for last 3 financial year duly certified by chartered accountant with seal and UDIN.
- e. **Income tax return:** - The bidder shall submit the copy of income tax returns for the last three financial years, i.e. F.Y –2020-21, 2021-22 & 2022-23.
- f. ***Undertaking-** Non-Back-listing "Bidders have to submit an undertaking in the attached Performa ANNEXURE-G declaring that their Firm is not Debarred/Blacklisted by Government/Semi-Government/ Other Power Utilities, anywhere. If it is revealed that the participating Bidder is Debarred/ Blacklisted by Any Government/ Semi-Government/ Other Power Utility, anywhere, the Offer of such Bidder shall be liable for rejection at any stage of Tendering process. Further, if it is revealed that the successful Bidder is Debarred/Blacklisted by Any Government /Semi-Government/Other Power Utility, RFx: anywhere, then Order of such Bidder shall be liable for termination at any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising there-from."

The bidder should note that no deviation in tender conditions will be allowed after bid submission. Notwithstanding anything stated above, the owner reserve the right to assess the bidders capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the owner and may reject the offer without assigning any reason.

5. The performance Bank Guarantee for the proper fulfillment:-

The performance Bank guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within stipulated time period of notice of award of contract /letter of award. The performance guarantee shall be as per standard Performa. This guarantee shall be for an amount equal to 10% of the contact price.

In case of JV, the lead Bidder will you have to submit PBG of 6% of the contact price and the JV partner we have to submit BG of 4% of the contract price within stipulated time period.

In case of consortium:-

- 1) The principal lead Bidder desire to bid against this specification may submit the offer jointly with erection contractor/ equipment manufacturer by entering into a legally valid agreement subject to fulfillment of following requirements. The bid, and in case of successful bid, the contract agreement shall be signed so as to be legally binding on both partners. Both partners of the consortium shall be jointly and severally liable for execution of the contract in accordance with the contract terms.
- 2) One consortium partner should individually satisfy 100% technically qualifying criteria as mentioned in the qualifying requirements.
- 3) The number of partners in consortium should not be more than two, including the lead partner.
- 4) The lead partner shall be authorized to be in charge and this authorization shall be evidenced by submitting a duly registered/ notarized power of attorney signed jointly by legally authorized signatories of both partner, on a non judicial stamp paper issued by Government of Maharashtra.
- 5) A copy of agreement entered into by the consortium partner as specified in enclosed format shall be submitted with the bid
- 6) The bid document should have been purchased and submitted by the lead partner only.
- 7) All CA certificate should have UDIN as per ICAI guidelines. documents without UDIN are liable for rejection.
- 8) If bids are called between first April & 30 September of the Year, then latest audited financial year shall be a here before previous year for financial criteria, For the bids called after first October then the latest audited financial year shall be the previous financial year of current Finance year.
- 9) In case of a fractional number, rounding of to be done to the nearest unit I.e. in case of fraction between 0 to 0.49 it should be around off to 0 & in case of fraction between 0.5 to 0.99 it should be a round off to 1.

6. COMERCIAL BID (PRICE BID):-

Tenderer should be upload the digitally signed price bid. **The Bid should contain only PRICE BID i.e. Schedule A only (Page no.28 to 29 of Tender Document).**

The bidder has to note that no deviation in tender conditions will be allowed after bid submission and no time shall be given in any circumstances after opening of Techno- Commercial bid for submission of documents which are missing with offer.

- a. Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the owner, and may reject the offer without assigning any reason. It will imply that all tender conditions that are uploaded in this tender are agreed upon by bidder.
7. **The Price Bid (commercial Bid SCHEDULE A):**
The bidder shall quote the % rates are without taxes, and other overheads in appropriate fields. In this price Bid service/ item code and its short description is given. Due to system constrains detailed/ exact description cannot be mentioned here. Hence the description mentioned in the schedule-A against the service/ item code will be treated as final. The % percentage amount/Rates should be quoted in Indian Rupee and shall include all the material, T & P, Personnel for executing the Works.
8. **Disqualification:-**
- I. Poor quality and workmanship of products previously supplied and frequent failure during warrantee period as experienced by the purchaser.
 - II. Bidder/Principal against whom litigation is in process.
 - III. Bidder, who in opinion of purchaser, has mala fide intension in the conduct of Business with the MSETCL.
 - IV. Bidder who is declared to be defaulter as per the terms and conditions laid down by the company and/or blacklisted by MSETCL.
 - V. Submission of physical Bid (Hard copy) instead of online Bid.
9. **Rates :-** The % rates based on total estimated cost i.e. above/below/at par should be quoted as per field mentioned in the E-price bid i.e. As per Commercial Bid (Price Bid) Schedule.
10. **Taxes & Duties:-**
The % Rates (above/below/At par) mentioned/to be quoted are Inclusive of all taxes i.e. GST if any, Etc. as per commercial/ price bid.
11. **Validity of Offer:-** The offer should be kept open for our acceptance up to 120 days from the date of opening of the price bid.
12. **Interpretation** :If the Tenderer has any doubt about the meaning/interpretation of any portion of this Tender, he should at once seek clarification from the Executive Engineer, EHV O&M Division, Solapur in writing, in any case, at least Eight (8) days before the due date of submission of tender. Additions or alterations in Tender form/ conditions/ annexure/ schedules/ price Bid etc. by the bidder are not permissible.
13. Tenderer must upload, the form of tender with the schedule duly signed & any tender not bearing the signature with seal of company on all accompanying documents is liable to be rejected. Every page of the tender from should be signed by the tenderer with company's seal & should be uploaded in the respective bid.

14. The undersigned will examine document in Technical bid, if found to be not complying with the requirement of the bid documents, the bid will be considered as non-responsive and the Commercial bid of the corresponding bid will not be opened for further evaluation.

15. Acceptance of Tender: The MSETCL reserves the right to reject or to place the order. It is not binding on the MSETCL to accept the lowest or any other Tenders. Eligibility of the bidder, submission of all documents, past record will carry due weightage while arriving at the decision. The bidder should not quote conditional rates related to quantity of work, payment terms etc. There is also no binding on the MSETCL to disclose analysis or report or notes to the Tenderer.

The MSETCL reserves the right to reject any tender which does not confirm to any of the conditions. The decision regarding the acceptance of the Tender shall be intimated by MSETCL within period of 120 days from the opening of the Tender & the Tenderer shall be bound to complete the work when the acceptance is intimated to the bidder.

16. Due Date of Tender :

All Tenders received up to the Due Date & Time of submission will be opened on the specified Date & Time as far as possible. The tenderer may join online. In case of any correction in tender conditions, the same will be published in newspapers as well as on MSETCL official web site, **if so the tenderer may need to resubmit the Bids which will be at his cost & responsibility.**

17. Awarding of Contract:-

The MSETCL does not bind itself to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past record will carry due weightage while arriving at the decision. The bidder should not quote conditional rates related to quantity of work, payment terms etc. The MSETCL reserves the right to award the contract to more than one bidder by splitting the tendered quantity. The price bid will be opened for those bidders who qualify the technical bid.

18. Miscellaneous:-

- i. No modification of any kind such as rebates etc. in the Tender value will be accepted after Due Date & Time of Receipt of Tender. No deviation from specifications & Tender conditions will be allowed. The MSETCL will however be free to negotiate any particular item with any Tenderer by a committee duly authorized in this behalf.
- ii. The Tenderer should furnish full details about himself & about the similar works carried out in MSETCL / Govt organization & submit true copies of the certificate in proof thereof (which will not be returned) The Tenderer should also submit the performance certificate from the concerned authorities for the similar works carried out earlier.
- iii. Right to place the work orders item wise for any of the items is reserved. The contract of any party thereof shall not be sublet without the written permission of the Executive Engineer, EHV (O&M) DIVISION, SOLAPUR

- iv. The Tenderer will be presumed to be aware of the Company's general terms & conditions.
- v. The decision of the undersigned about interpretation of any items & conditions of this tender specification including Annexure, General Terms & conditions & orders placed under this Tender shall be final & binding on the Tenderers.
- vi. This complete Tender document shall be deemed to form part of the rate contract & the work order if any when placed shall be binding on the Tenderer.
- vii. The Conditional Tenders are liable for rejection.

**Executive Engineer,
EHV (O&M) DIVISION, SOLAPUR**

SPECIAL TERMS & CONDITIONS (PART-II)

1. AMOUNT AND PERIOD OF CONTRACT :-

- a) Total amount of this contract is limited to **Rs. 24,42,642/- only** (The period of this contract is valid up to 31.03.2024 or exhaust of order amount which is earlier.
- b) If you fail to carry out the work in the stipulated period on the terms and conditions of this order, the same will be got done at your risk and cost from any other agency even at higher rates and the difference in amount if any will be recovered from you in addition to 15 % supervision charges.

2. RATES :-

The contract shall be executed by you at the % rates Quoted by you in the price bid and the same shall be firm during the tenure of the contract and during extension period, if any. No price escalation will be payable on any account.

- 3. E.M.D (Earnest Money Deposit):-** EARNEST MONEY DEPOSIT: EMD Rs.24,426/- only and Tender Fees Rs.550/- should be paid by the bidder on line only bidder can pay through credit card or by their Axis Bank Account (NEFT/RTGS) transfer. Payment conformation will be done by MSETCL corporate office, Mumbai. Scan copy of Transaction ID should be enclosed at the time of bidding. Any offer without earnest money deposit & tender fee will not be considered. On finalization of tender the Earnest money will be refunded to the unsuccessful bidders. This money will not bear any interest. In case of successful bidder the earnest money will be refunded only after payment of the security deposit.

4. SECURITY DEPOSIT :-

- a) You should deposit 10% of the total value of the work order against S.D. within 7 days from the date of receipt of the order, in the office of E.E., Trans O&M Division Solapur with intimation letter to this office. The same will be refunded after satisfactory completion of guarantee period of 12 months.
- b) Whenever any claim for payment of a sum of money arises out of or under the contract against the contractor, the Company shall be entitled to recover such sum by appropriating in full or in part the Security Deposit, if any, deposited by Contractor or for the purpose aforesaid shall be entitled to sell and/or realize securities forming whole or part of any such Security Deposit or by appropriating any sum due to the contractor under this contract or any other contract with the Company.
- c) If such sum will be found to be insufficient to cover the full amount recoverable, the contractor shall on demand pay to the Company the balance remaining claim without any reason.

- d) In the event of any breach of any of the terms and conditions of the contract, the Company shall have (without prejudice to the other rights and remedies) the right to terminate the contract forthwith, and recover through appropriate the entire or part of the amount of security deposit towards the satisfaction of any claim for damages, losses, expenditure of costs that might have been suffered or incurred by the Company due to the contractor's negligence or unsatisfactory performance under the contract.
- e) Such damages, losses, expenses etc. as referred to above shall be assessed by the Concerned Engineer In Charge, whose decision shall be final and ex-party and binding on the contractor.
- f) The security deposit shall be returned on satisfactory performance of the work, completion of guarantee period and all obligations by the contractor under the contract terms and on submission of 'No Demand Certificate' by the contractor and on completion of the contract. The Company shall not be liable for payment of any interest on the security deposit.
- g) The Bank guarantee furnished, if any towards Security Deposit shall be kept valid for a period of 18 months or till all the obligations on the part of contractor are fulfilled as above.

5. INDEMNITY/AGREEMENT BOND :-

For Satisfactory performance of the contract, the contractor shall have to execute the Indemnity Bond on a Stamp Paper of **Rs.2000/-** (May vary as per contract amount) in the prescribed format of the Company before execution of work at his cost within seven days of receipt of work order.

6. ENGINEER-IN-CHARGE FOR THE CONTRACT :-

Our Addl Executive Engineer of various Line Maintenance Sdn offices under jurisdiction of Trans O&M Division, Solapur or any other representative of Executive Engineer is designated as the E.I.C. (Engineer-in-charge) for execution of this contract.

7. PENALTY FOR LATE EXECUTION :-

If the agency fails to execute the work within the stipulated period penalty will be charged at the rate of 0.5% of the value of the work order per week of delay or part thereof subject to maximum of 10 % of the order value of the order.

8. SUBMISSION OF BILLS :-

- a) Tax Invoice covering the charges for the work executed as per contract together with Gate passes, receipted delivery challan etc. may be submitted by you in triplicate on completion of each piece work to the Engineer-in-charge. The amount of final bill shall not be less than **10%** of total work order value. The payment of same will be normally be made at division office.

- b) Tax Invoice submitted without proper and complete details will not be admitted for payment and shall be returned at the risk and cost of contractor. The delay caused in processing the bills shall be to the contractor's account. All ORIGINAL documents or certified Xerox copy shall be attached to bill.
- c) Income tax at source at the prevailing rate shall be recovered from the bills of the contractor as applicable.
- d) After passing of bills, you will have to submit the receipt marked as 'Advance Receipt' duly signed on Revenue Stamp to issue cheque.

9. TERMS OF PAYMENT:-

- a) R.A. Bill (Tax Invoice) can be submitted by the contractor for passing, auditing and for payment after completion of each piece of work as specified above. The amount of final bill shall not be less than 10% of total work order value.
- b) Tax Invoice covering the charges for the work executed as per contract shall be submitted by you in triplicate on completion of each piece work to the Engineer In-charge. The payment of the same will be made by Trans O & M Division, Solapur as per availability of funds.
- c) The payment shall be effected to the contractor at the rate accepted, on the basis of actual measurement.
- d) Whenever any recovery towards damages / shortages etc. is applicable the same will be recovered as assessed.

10. CONTRACTOR TO INDEMNIFY :-

You shall indemnify MSETCL and its staff by giving an Indemnity bond in the format appended herewith.

11. SUBLETTING THE CONTRACT :-

You should not sublet, transfer or assign the contract or any part thereof without the previous written consent of this office. If Under any special circumstances, the subletting has been done, you will be solely responsible for the proper and expeditious execution of the said sublet work and the performance of all the conditions of the contract in all respects as if such subletting of contract has not taken place.

12. ARRANGEMENT OF VEHICLES TOOLS AND TACKLES, CRANES ETC:-

You should make your own arrangement for vehicles, labour, tools and tackles, handling equipment etc. at your own cost for execution of the work detailed herein. For attending the above work, you should personally remain present or depute your representative/representatives and submit their names, addresses and attested signatures to this office and to the "Engineer-in-charge. You should arrange sufficient labour, tools and tackles, vehicles, crane, trailers etc. for the contract. To & fro charges and site accommodation to labour and staff will be borne by you.

13. CARE AND CUSTODY :-

- a) You should abide by all instructions that may be given to you from time to time by the Engineer-in-charge and this office. You will be responsible for the safety and due performance and supply of all goods and due discharge of all the liability under the contract and for faithful performance and discharge of the responsibilities under this contract.
- b) You will be responsible for all the goods in your possession, for any loss, destruction or deterioration of goods or any delay in the delivery of goods or pilferage there from caused by any inefficiency of the laborers or due to carelessness, neglect or misconduct of labors or other persons employed by you to the full extent.
- c) You will be responsible for any accidents caused either inside or outside the premises of Company and for any dispute that may arise on account of the above during the currency of the contract.

14. CONTRACT AND LABOUR ACT :-

- a) If applicable you will be required to produce to the satisfaction of the Engineer-in-charge a valid and concurrent license issued in your favor under provisions of Contract Labor (regulation and Abolition) Act 1970, before starting the work.
- b) You will have to comply with all the statutory provisions of Contract Labor (Regulation and Abolition Act 1970) and Maharashtra Contract and Labor Rules 1991 and all other statutory requirements for carrying out such works. If at any time any dispute or difference whatsoever arises, the decision of the Engineer-in-charge shall be final and binding on all the parties to the contract upon all questions relating to the contract.
- c) If any clause is required to be imposed by virtue of any Act of the Government during the currency of the contract, the same will stand included in these schedules and the same will be binding upon the contractor, and will not amount to any change of material conditions of the contract to retaliate the contractual obligation between the Company and the contractor.

15. COMPENSATION UNDER THE WORKMEN COMPENSATION ACT :-

You will be responsible for and will pay any compensation to your workmen under Workmen's Compensation Act, 1923 for injuries caused to your workmen. If such compensation is required to be paid by the Company as principal employer on your behalf it shall be recoverable by the Company from you. You will have to arrange for insurance at your cost for the men, material, vehicle and crane etc. associated with the contract till the work are satisfactorily completed. The company will not be responsible for any accident or loss, damages, theft mishap. You will have to lodge, pursue and settle any or all such claims through Insurance Co. without involving MSETCL in the process.

16. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :-

The contractor, on or after award of the contract, shall have qualified personnel with sufficient experience in carrying out work of similar nature and furnish their names to whom the instructions for works can be given. You should ensure work of best quality and efficient working. Whenever in the opinion of Engineer-in-charge any additional qualified supervisory staff is considered necessary, they shall be employed by the contractor without any additional charge on account thereof. You should ensure that your agency will provide competent and efficient supervision over the work entrusted to them.

17. COMPANY'S RIGHT FOR SIMULTANEOUS CONTRACTS :-

In case, there is more than one contract in operation for the work covered under this contract, the Company reserves the right to operate any of the contracts depending upon contractual liability of other contract and/or other prevalent directives of the Company. The decision of the Company in this regard shall be final and binding on the contractor.

18. MEMBERS OF MSETCL NOT INDIVIDUALLY LIABLE :-

No officer or employee of the MSETCL shall in any way be personally bound or liable for the acts of obligations of the Company under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

19. BREACH OF CONTRACT:-

Noncompliance of any of the contractual conditions by you or your representative shall amount to breach of contract and you shall be responsible for the same and liable for consequences as per the contract terms.

20. TERMINATION OF CONTRACT :-

- a) In the event of your going into liquidation or winding up your business or making arrangement with your creditors or failure to observe any of the provisions of the contract, the Company shall have the right to terminate the contract forthwith in addition to and without prejudice to any other rights or remedies even if by forfeiting Security Deposit.
- b) If you do not carry out the work in the manner described in the contract documents or if the Engineer-in-charge of the Company notices any one or more of the following events on your part, the Company shall terminate the contract and take action under the provisions of the contract and enter upon the works and take possession thereof to get the work done/completed either departmentally or by other Agency and extra cost involved shall be recoverable from you in the manner as prescribed in the tender documents.
 - i) Failure to carry out the work in accordance with the contract documents.

- ii) Failure to carry out the work as per time schedule.
 - iii) Failure to carry out and execute the work to the satisfaction of the Engineer-in-charge.
 - iv) Commit or suffer or permit any other breach of any of the provisions of the contract to be performed or observed after notice in writing is given to the contractor requiring such breach to be remedied.
 - v) If the contractor abandons the work.
 - vi) Distress action or other legal process being executed on or upon any of the contractor's goods and/or assets.
- c) If the contractor fails to carry out / execute any item/items of the contract wholly or in part at any time during the currency of the contract, the Company shall be at liberty to get the work as also all pending works and all future works during the duration of the contract executed at the risk and cost of the contractor and the Company shall recover the losses/extra expenditure incurred in this behalf from the contractor either through adjustment of any pending bills of the contractor or any dues that may become payable in due course of independently by legal suit.
- d) In the event of any breach of any of the terms and conditions of contract, the Company shall without prejudice to other rights and remedies, terminate the contract forthwith and/or forfeit the entire or part of the amount of security deposit lodged towards any sum due for any damage, losses, charges, expenses or costs that may be suffered or incurred by Company due to the contractor's negligence or unsatisfactory performance under the contract.
- e) Whenever certain works are carried out by the Company due to default of contractor, in addition to the provisions stated herein before, the provision of penalty charges for delay in execution of work shall also be made applicable.

21. Risk & Cost:- In case you fail to complete the work entrusted to you partly or fully, the undersigned reserves the right to get the balance work carried out through other agency and difference in cost will be recovered from your bill and S.D. If the balance remained to be recovered the same shall be recovered from you from any other order placed by any office of MSETCL or any other means.

22. DEDUCTIONS :-

a) Any amount or amounts which become recoverable from the contractor by the Company under this contract shall be deducted by the Company from any amount / amounts due to or becoming due to the contractor under the same or any other contract with a notice furnishing the details of such recovery and the reasons thereof.

b) **SAVE AND EXCEPT:-**

Amount/amounts due on account of damages 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 Company shall have right or lien on the amount/amounts so retained or withheld.

23. JURISDICTION:-

All disputes or differences arising under/out of or in connection with the contract shall be subject to exclusive jurisdiction of the Court, where the head quarter of the Officer of the Company awarding the contract is located i.e. Solapur Court.

24. OTHER TERMS AND CONDITIONS:-

In addition to the above, the general terms and conditions as per Company's Booklet "Tender and Contract" will form a part and parcel of this contract and whenever those conditions contradicts, the conditions as stipulated above shall prevail. Moreover, the right to reject any or all tenders in part or full without assigning any reason is reserved by the undersigned. Also the undersigned reserve the right to alter/amend /cancel any or all the terms and conditions stipulated above at any time in the interest of company without assigning any reasons thereof.

25. EXECUTION OF WORK:-

Immediately after receipt of the work order, the contractor shall take prompt action in planning the work in consultation with the concerned Executive Engineer. He should also take steps for timely procurement of the necessary material and tools and plant. The above work is to be planned in consultation with the Executive Engineer concerned after verifying the safety for in live condition. The work should be carried out to the full satisfaction of the concerned Executive Engineer or his designated representative. The necessary outages will be arranged by concerned Ex. Engineer. The detail programme should be chalked out before execution of work. Work will have to be executing with one circuit in live condition or as the case may be. If to execute any maintenance work, planned outage will be proposed by concern authority and will be informed to you in advance. Work depends on approval of outage by concern authority. **No idle charges will be paid for any reason whatsoever. The bidder should have maintenance gang situated near to substation jurisdiction, so that the gang can reach the substation within stipulated time and undertaking of the same shall be submitted.**

26. SUPERVISION OF THE WORKS:-

The works shall be under the overall supervision and shall be subject to the Approval of the Executive Engineer or his designated representative. Material to be used in execution of the woks must be got approved from him in advance and only approved material should be used.

27. QUALITY OF WORK:-

Quality of work to be carried out should be strictly confirmed to our specification, otherwise same will be rejected and contractor has to redone the same at his cost and risk only.

29. CONTRACTOR'S EMPLOYEES:-

The contractor shall employ and provide on-site only such employees who are skilled and experienced for execution and supervision of work. The contractor shall provide housing accommodation to his employees. He shall also be responsible for any injury / accident to his employees. Payment of compensations etc. as may required to be paid eventually shall be borne by the contractor himself. The contractor should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality. The proof of insurance should be submitted to this office along with order acceptance letter. Any accidents occurred during the period of execution of work to any of your workers or to any outsider will be entirely on Contractor's account and Company is not responsible for the same in any way. All the safety precautions should be observed by the contractor.

30 DAMAGES TO THE PERSON & PROPERTY:-

The contractor shall indemnify the M.S.E.T.Co. Ltd. Against any loss and claims regarding any injuries or damage to any persons, material & physical damage to any property whatsoever this may arise out of or in consequence of the execution of work.

31. SITE CLEARANCE:-

The contractor shall during the progress of work, keep the site reasonably free of all unnecessary obstructions and shall store the material nearby so as not to cause any obstruction for normal working / operations. 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.

32. FORCE MAJEURE:-

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

- a) Natural Phenomenon such as floods, Draughts, Earthquakes, Epidemics etc.
- b) Acts of any Government, Domestic or Foreign including but not limited to war (Declared or undeclared) guaranties embargoes.
- c) The party affected by 'Force Majeure' shall within 15 days of the occurrence of such a cause, notify the M.S.E.T.Co Ltd. in writing with sufficient documentary proof.

33. TAX DEDUCTION AT SOURCE:-

Income Tax @ 2 % or as applicable will be deducted from the bills. Similarly any other taxes, such as CGST/SGST as per applicable from registered contractor/unregistered contractor if applicable to this particular contract, as per statutory provisions (laid down by Central or State Government) will also be deducted from the bills at the prevailing rates.

34. **LIQUIDATED DAMAGED:-**

If the contractor fail to complete the work in the stipulated time period, he shall be liable to pay to the M.S.E.T.Co. Ltd. the sum equal to ½ % of the contract sum (for the delayed portion of work) per day delayed, subject to maximum of 10% as liquidated damages and subject further to 'Force Majeure conditions.

35. **EXTENSION IN ORDER:-**

The offer should be open for extension order for further period if **50%** extension order placed in future after completion of tender order. The successful tenderer have to work on the same rates with same terms & conditions. Right to place this extension order is reserved by the under signed.

36. For any loss to the company's property during execution of work, the tenderer will be liable to pay the equivalent compensation as per the recommendation of concerned substation in charge.

38. Safety: - The contractors should provide all safety equipment / tools & Tackles required for the work to his workers. If any accident occurs due to non-supply of these equipment's or careless handling of equipment, the same shall be in the contractor's risk & cost. The contractor must maintain one first aid box in safe custody during the execution of work at site. It should be clearly noted that all safety measures shall be followed by the contractor & his personnel during work execution. MSETCL will not be responsible for any negligence on the part of contractor or contractor's personnel's.

39. **OUTAGES:** outages as & when required will be arranged by concern authority.

40. The contractor shall have to make his own arrangement for Transport of man power, tools and Tackles in adequate quantity such as, ceiling, ropes, tarpaulins, jacks etc. whenever required. **No extra charges will be paid for any reason whatsoever.**

41. The undersigned reserve the right to cancel/rejection of all or any of the tender & will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tender.

42. Submission of tender offer in E-tendering system by a bidder implies that he has read the above instruction & conditions of contract & has made himself aware of the scope & specifications of the work to be done, of the conditions & rates at which the work is to be executed, etc. also submission of tender offer in E-Tendering system by a bidder implies that the bidder has read all the terms & conditions (all Pages) of the tender documents.

43. MSETCL will not be responsible for any accidents (fatal or non-Fatal) or injury to the personnel of the agency or any financial implication arising there from.

47. The Employees of the agency will not be entitled for any facility as is being provided to MSETCL staff. It is the responsibility of agency to observe & abide by the provisions of labour Acts such as Workmen compensation Act, Minimum Wages acts, Payment of Wages Act, Gratuity Act, P.F, Act, Service Tax & other regulation framed by the Govt. from time to time. MSETCL will not be responsible for any violation of the Act.
48. While attending the work, you should ensure that the guaranteed technical particulars of the same are maintained. All components parts used shall confirm to relate I.S.S and shall be of standard/reputed makes and of best quality. Necessary test certificate and documentary evidence of purchase and use thereof in the work shall be produced. All material to be used should be got approved from concerned Engineer In-Charge. You will obey the labour and workmen compensation act & responsibility for any compensation due to accident lies with you.
46. VALIDITY OF ORDER:-The period of contract shall be valid up to **31.03.2024** or exhausting of order amount whichever is earlier.

**Executive Engineer,
EHV (O&M) DIVISION, SOLAPUR**

COMMERCIAL/PRICE BID
RFX No. 7000028694 (IInd CALL)

SRM RE-Tender for the work of supply, Installation, Testing & Commissioning of ESE Type Lightning Arrestor (L.Cat) System at various 220/132KV Substations under jurisdiction of EHV O & M Division, Solapur.

Sr. No.	Description	Unit	Qty	Unit Price	Total Amount
1	Supply of ESE type of L. Cat covering a radius 110 meter for level 3 protection.	No	5	206409.96	1032049.80
2	Supply of 2 digit transient event Counter with display digit from 0 to 99 for a minimum count impulse > 1 kAmp (8/20 micro seconds) with degree of protection IP20.	No	5	31404.66	157023.30
3	Mast Supply of 5 meter GI mounting structure with base plate.	No	5	16260.81	81304.05
4	Supply of fast electrode. GI Earthing pipe in pipe Technology having outer pipe diameter 88 mm and inner pipe die 48 mm 1 meter length and 2 terminal holes of 14 mm diameter.	No	25	5976.17	149404.25
5	Supply of earth enhancing compound 1 bag of 25 kgs as per IS 1350 / AHPA guidelines. The PH value of compound should be 7.59 moisture % by mass should be 8.91 and solubility in 1:1 HCL should be 32.29%	Bag	25	3782.31	94557.75
6	Supply of 70 square mm single core copper flexible cable	Mtr	75	749.42	56206.50
7	Supply of 25x3 GI Strip	Mtr	265	94.41	25018.65
8	Supply of connector to isolate supporting mast and ESE Air terminal. The dimension of connector should be top diameter 75 mm, height 65 mm, bottom diameter 57 mm.	No	5	4268.86	21344.30
9	Supply of disconnecting link with box to separate earthing system from air terminal system for regular inspection of earthing system	No	5	13022.25	65111.25

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
CIN U40109MH2005SGC153646
EHV (O&M) DIVISION, SOLAPUR
SRM RE-Tender No: EE/EHV/(O&M)/SUR/SRM/T/No.17/2023-24

10	Supply of guy ropes D-clamps, insulators fasteners fan-hook	Set	5	10855.30	54276.50
11	Labour charges for installation and testing of fast electrode Tercel Lightning Arrester System	Job	5	66747.88	333739.40
Sub Total					2070036
CGST @ 9%					186303
SGST @ 9%					186303
Grand Total					2442642
Rs. Twenty Four Lakhs Forty Two Thousand Six Hundred Forty Two Only					

Amount :- Limited up to Rs. 24,42,642/- only (Rs. Twenty Four Lakh Forty Two Thousand Six Hundred Forty Two Only). (Inclusive of all Taxes).

**Executive Engineer,
EHV (O&M) DIVISION, SOLAPUR.**

This is to confirm that I have studied description of items in detail. I have visited the site made myself conversant with the site and working conditions.

Seal and Signature of the Bidder.

Note :-

1. Rate must be quoted Including Taxes i.e. GST Taxation must be mentioned.
2. Rates mentioned above are Excluding of GST(18%), for Service Portion.

Commercial Bid
RFx No. 7000028694. (IInd CALL).

Sub: SRM Re-Tender for the work of supply, Installation, Testing & Commissioning of ESE Type Lightning Arrestor (L.Cat) System at various 220/132KV Substations under jurisdiction of EHV O & M Division, Solapur.

Tender No. EE/EHV/(O&M)/SUR/SRM/T/No.17/ 2023-24

RFx No. **7000028694**

Estimate Cost: Rs. 24,42,642/- only (Rs. Twenty Four Lakh Forty Two Thousand Six Hundred Forty Two Only). (Inclusive of all Taxes).

Note:

- 1) If the percentage variation of estimated rates is more than (+) 5% detailed rate analysis should be submitted if so desired by the accepting authority.
- 2) if there is any discrepancy in figure and in words the rates quoted in words will be considered.

**Executive Engineer,
EHV (O&M) DIVISION, SOLAPUR**

This is to confirm that I have studied description of items in detail. I have visited the site made myself conversant with the site & working conditions.

I am ready to execute the above prescribed work with.

- 1) % Below [In words] of the estimated cost.
- 2)% At par [In words] of the estimated cost.
- 3)%Above [In words] of the estimated cost.

Dated

Signature of Contractor with seal

Name:

Address:

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV O & M Division, Solapur

LETTER TO THE EXECUTIVE ENGINEER

To,

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

Sub:- Consent for tender conditions.

Ref.:- EE/EHV/(O&M)/SUR/SRM/T/No.17/2023-24.

RFX No- 7000028694 (IInd CALL)

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 published on net which I/we have carefully read and thoroughly understood the same.

Yours Faithfully,

Name and address of the Tenderer:
With Seal