
 <p>MAHATRANSCO Maharashtra State Electricity Transmission Co. Ltd.</p>	<p>MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD</p> <p>Government of Maharashtra (Undertaking) (CIN:U40109MH2005SGC153646)</p> <p>From , Office of The Executive Engineer 400 kV RS O&M Division, Chakan Plot No. P-10, Opp. Mercedes Benz, Phase III, Chakan MIDC, Tal-Khed, Dist.- Pune 410501 EE office: 9175142327/ 7447440552 Email Id: ee6180@mahatransco.in</p>	
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EE/400 KV/CHAKAN/Tech/23-24/ 439

Date:19/12/23

To,
Website Publication

- Subject:** SRM E-Enquiry for Work of Providing and fixing of Silica Gel breather for ICTs and TFRs at 400kV Chakan substation .(RFX No.7000029403)

Dear Sir,

Online bid is invited in two bid system for supply of silica Gel Breather for ICTs and TFRs at 400kV Chakan substation **on or before 26.12.2023**, 10:00 Hrs. on following terms and conditions:

TERMS & CONDITIONS:

Submission of bid

Two bid systems should be followed for submitting the offer. Uploading of required documents shall be done on MSETCL's SRM E-tender website <https://srmetender.mahatransco.in/>

A. Techno –Commercial bid:

This should contain following documents/certificates as a proof of qualifying pre-requisites, brochures, attested certificates etc.

Sr. No.	Name of document
1	The bidder should have to submit a valid copy of shop act License or NOC from Grampanchayat.
2	The bidder should have to submit a valid copy of PAN card.
3	The bidder should have to submit a valid copy of GST registration.
4	The bidder should have to submit the Income Tax Return for FY 2022-23.
5	Experience certificate for similar type of work i.e.Breather with Silica Gel supplied in MSETCL/MSEDCL/MSPGCL/Private Power Sector from Authorized Person/Competent Authority (not below the rank of Executive Engineer or Equivalent) should be submitted.

6	Proof of EMD & Tender Fee paid receipt. (i.e. Invoice copy generated from SRM portal.) (*Please refer Clause No. 04)
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B. Commercial bid:-

1. Bidder should upload the digitally signed price bid under commercial bid online.
2. Techno-commercial bid will be opened online for all received bids. After verification of all documents /certificates submitted in techno commercial bid for prequalification as mentioned above, if it is found that, the tender fulfills the desired prerequisites; the price bid will be opened online. If the same is not found to be meeting the prerequisite, the commercial bid shall not be opened. Tenders with incomplete details or not submitted in prescribed tender form etc. are liable for rejection.
3. This office reserves all rights to reject any or all quotations/bid without assigning any reasons thereof.
4. The technical documents should be uploaded in the technical bid & commercial documents /offer/price bid should be uploaded separately, in case both technical & commercial bid are uploaded in one file, the offer will be rejected.

Estimated Cost in (Rs.)	EMD (Rs.)	E-Enquiry Fees (Rs.)	Closing Date	Technical opening Date	Commercial opening Date
Rs. 2,17,996/- Inclusive of all taxes	Rs. 5,000/-	Rs.500 + GST Extra (Non Refundable)	26.12.2023 up to 10:00 Hrs.	27.12.2023 11:00 Hrs. (If possible)	28.12.2023 11:00 Hrs. (If possible)

5. **Earnest Money Deposit:** EMD should be paid on or before due date online only and scan copy of Transaction receipt of SRM system received after online payment should be submitted along with Technical Bid. Request for exemption from EMD shall not be considered on any grounds. In case of failure to do so, the tender is liable to be rejected. Request for payment of EMD after closing of tender and considerations of the tender thereby shall not be entertained.

It may be noted that:

- a. In case bank details are not maintained by the bidder in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay or any other conflict related to the said issue.
- b. MSETCL will not be responsible for any financial implications in case if 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.

Above Note is incorporated in the Tender Documents to ensure successful refund of EMD to the eligible Bidders and to avoid any legal complications.

Exemption from paying EMD and tender fees to Micro & Small Enterprises in following cases:

ii. The bidder has to pay EMD and tender fees in following cases,

- a. If the Micro/Small enterprises Registration Certificate does not indicate the relevant

classification code covering Material/Service as required against the tender floated.

- b. If the investment in Plant and Machinery or Equipment exceeds the threshold limit indicated in the MSMED Act, 2006 & as per GOI notification no. 1532, dtd. 01.06.2020.
 - I. a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one Crore rupees and turnover does not exceed five Crore rupees;
 - II. a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten Crore rupees and turnover does not exceed fifty Crore rupees;
 - III. a medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty Crore rupees and turnover does not exceed two hundred and fifty Crore rupees.
- iii. In case of work contract, if the Micro and small enterprises submit that the enterprises shall supply all the materials of intended Work contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & tender fee to MSETCL. However, an undertaking duly notarized from Micro and Small Enterprises to this effect is to be submitted along with bid.
- iv. The works contractors 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 e-tender process at MSETCL
- v. The registration certificate as submitted by micro and small enterprises should be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountant in practice.

Note: In case, the micro and small enterprises (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.

The EMD is liable to be forfeited under following conditions:

- i. In case, the tenderer refuses to accept the order placed during the validity period.
- ii. In case tenderer fails to pay the prescribed Security Deposit against an order placed within the validity period.
- iii. In case tenderer fails to pay the prescribed Security Deposit against an order placed within the validity period.

No interest shall be allowed on the EMD in respect of unsuccessful tenders. The EMD will be refunded after the tender is finalized and after producing the transaction document of payment of E.M.D. to the Company, duly discharged in favor of the Company.

Note: 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. 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. 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.”

6. The EMD of the unsuccessful tenderer will be refunded after finalization of work order in r/o successful L1 agency for execution of subjected work. This refund money will not bear any interest. The EMD of the successful bidder will be returnable after payment of SD by him.
7. **Name of Work:** SRM E-Enquiry for Work of Providing and fixing of Silica Gel breather for ICTs and TFRs at 400kV Chakan substation .
8. **Scope of Work:** Providing and fixing of Silica Gel breather for ICTs and TFRs at 400kV Chakan substation as per **Schedule A**.
9. **Value of Work Order:** The total work order value will be limited to Rs. 2,17,996 /- inclusive of GST & all applicable taxes.
10. **Security Deposit:** Successful bidder will have to pay security 10% of total order amount within 15 days from the date of issue of LOI/work order at 400kV RS O&M Division Chakan. If you fail to submit the SD amount within stipulated time period, the interest will be charged per annum as prevailing BPLR rate. If you fail to do so, the SD will be recovered from your bills with interest. Also you will have to apply for refund of the SD within 6 months after completion of work period. If you fail to apply within stipulated period, your SD amount may liable for forfeit & the action will be taken as per MSETCL rules. SD will be refunded only after satisfactory completion of contract period after adjustment of any amount payable by you to MSETCL.
11. **Agreement:** Contractor shall have to enter in to agreement on bond paper of Rs.500/- as per rule within 15 days from the date of issue of LOI/work order. The cost of the bond paper will be borne by contractor.
12. **Validity of Work Order:** The validity of work order will be 12 months from the date of issue of work order.
13. **Sample Approval: Before supplying the material, the sample of material shall be got approved from the Additional Executive Engineer Maintenance Unit 400kV Chakan S/s. The sample shall be submitted within 15 days from the date of issue of work order. If material is not as per MSETCL standard specification, the said material is liable for rejection. Also, the approved sample shall be submitted along with the bill also.**
14. **Work Completion Period:** The supply should be completed within 90 days from the date of sample approval from Executive Engineer (400kV RS O&M Dn Chakan). The material shall be supplied at 400kV Chakan Sub-Station as per Schedule A.
15. **Guarantee:** 12 months from the date of supply of material. If any defects/mishap/damage occurs in guaranty period the same will have to be made good by contractor at his own cost. **Guarantee Certificate should be enclosed with the bill.**
16. **Bills:** The bill shall be submitted by the contractor for passing, auditing and for payment after completion work. The contractor will have to submit bill to 400kV RS O&M Dn Chakan.
17. **Submission of Tax invoice (bills):**
 - a. E-Invoice or Tax Invoice as per prevailing rules of GST in 3 copies, advance stamped receipt along with the certificate operating AdEE Maint Unit,400kV Chakan S/s having completed the work satisfactorily must be submitted to the Executive Engineer (400kV RS O&M Dn Chakan). The PAN No. & GST No. should be mentioned on bill.

- b. Payment will be made within reasonable time by EE/400kV RS O&M Division Chakan, after receipt of duly certified and recorded bill by Adee Maint Unit 400kV Chakan Sub-Station and after taking necessary entries in ERP-SAP system.
- c. 100% payment will be made against duly certified, recorded & audited bills after successful completion of work.
- d. Necessary documents such MOM/Delivery challan/gate pass etc. in original/certified & guarantee certificate must be enclosed with the bill.
- e. In case of MSME vendors “The company MSETCL will try to arrange for funds for bill payment well within stipulated 45 days. But in case for whatsoever the reason, funds arrangement & disbursement thereof gets delayed, MSETCL neither accepts any communication in whatever kind from bidder for delayed in payments.

18. Penalty/LD:

- a. **Performance of work:** If it is found that performance of work is unsatisfactory, or not as per norms of MSETCL the contract is liable for termination at any stage of work without giving any prior notice and at contractor’s entire risk & cost. The security deposit paid by agency shall be forfeited in that case.
- b. **Delay in execution of work:** If the agency fails to complete the work within stipulated time, penalty @ 1/2% per delayed week or part thereof (7 days in a week), maximum to 10% of bill amount of contract value shall be levied. If the work is not carried out in the stipulated period, the works will be got done departmentally or from any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.

19. **Income Tax, GST, TDS and Labour Cess:** Income Tax, GST, TDS and Labour cess as applicable will be deducted from the bills as per rules & regulations. All applicable taxes & levies are deducted (if applicable) at the time of payment.

20. **Price Variation:** Price variation clause is not applicable for this tender.

21. **Joint venture/Partnership deed:** Joint venture or partnership deed is not allowed for this tender.

22. The contractor shall have to follow rules & guidelines for payment and other related matter as per existing laws, act & rules by State Govt. or Central Govt.

23. **Contractor’s employees:** The contractors shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works. 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 be 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.

24. **Damages to Persons and Property:** The contractor shall indemnify MSETCL against any losses and claims regarding any injuries of damage to any persons, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work. During execution of work any damage/loss to Transmission Company’s property occurs will be recovered from your bill.

25. **Site Clearance:** The contractor shall, during the progress of work, keep the site reasonably free of all unnecessary obstruction and shall store the material neatly so as not to cause any obstruction for normal working / operations.

26. **Sub-letting of Contract:** The contract, or any thereof shall not be assigned, transferred, or sub – let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the

responsibility of the principle contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.

27. **Risk & Cost:** In case contractor fails 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 your any balance payment in all over MSETCL.
28. **Force Majeure:** The following clauses which substantially affect the performance of the Contract shall only be considered as force majeure conditions.
- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics
 - b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, and embargoes. Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a clause, notify the other party in writing of such cause with sufficient documentary proof.
29. **Applicability of General Conditions of Contract:** Notwithstanding anything stated herein, the MSETCL's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract also.
30. In case of the different of opinion about the interpretation of terms and conditions between you & M.S.E.T.C.L. the decision of the undersigned will be final & binding upon you.
31. The undersigned reserves right to Accept/Reject/Cancel the above tender without assigning any reasons thereof.
32. **Jurisdiction:** All disputes, differences related to the tender / contract shall be subject to the exclusive jurisdiction of Pune District Court.

Thanking you.

Sd/-
(Suhas.S.Patil)
Executive Engineer
400kV RS O&M Division
MSETCL, Chakan

Copy s.w.r.s to:

The Superintending Engineer, EHV (O&M) Circle, Pune.

Copy to:

1. Dy. Manager (F&A), 400KV RS O&M Dn Chakan .
2. Notice Board

SCHEDULE "A"

Sr. No.	Particular	Material/ Service Number	Unit	Qty.	Ex-Rate	Amount
1	Silica gel breather for Main tank of 400/220kV,315 MVA, ICT-I R-Y-Bph unit (10kg)	500012225	EA	6	9096.74	64402.92
2	Silica gel breather for OLTC tank of 400/220kV,315 MVA, ICT-I R-Y-Bph unit (2kg)	500012226	EA	3	909.68	3220.27
3	Silica gel breather for Main tank of 400/220kV,315 MVA, ICT-II R-Y-Bph unit (10kg)	500012225	EA	6	9096.74	64404.92
4	Silica gel breather for OLTC tank of 400/220kV,315 MVA, ICT-II R-Y-Bph unit (2kg)	500012226	EA	3	909.68	3220.27
5	Silica gel breather for Main tank of 400/220kV,105 MVA, Spare ICT 1-ph unit (10kg)	500012225	EA	2	9096.74	21468.31
6	Silica gel breather for OLTC tank of 400/220kV,105 MVA, Spare ICT 1-ph unit (2kg)	500012226	EA	1	909.68	1073.42
7	Silica gel breather for Main tank of 220/22kV,50 MVA, TF no. 1 (10kg)	500005007	EA	2	9898	23359.28
8	Silica gel breather for OLTC tank of 220/22kV,50 MVA, TF no. 1 (1kg)	500005007	EA	1	989	1167.02
9	Silica gel breather for Main of 220/22kV,50 MVA, TF no. 3 (5kg)	500005006	EA	2	9898	23359.28
10	Silica gel breather for OLTC tank of 220/22kV,50 MVA, TF no. 3 (1kg)	500005007	EA	1	989	1167.02
	Service Portion					
	Labour Charges	50004292	EA	27	413	11151
A-Sub-Total						184742.37
B-GST @18% on A						33253.26
C- Grand Total (A+B)						2,17,996
The total estimated cost for the said work is Rs. Two Lakh Seventeen Thousand Nine Hundred and Ninety Six Only inclusive of GST & all applicable taxes.						

*Quantity may vary as per requirement.

*Payment will be effected as per actual measurement.

Sd/-
(**Suhas.S.Patil**)
Executive Engineer
400kV RS O&M Division
MSETCL, Chakan