

Maharashtra State Electricity Transmission Company Limited

CIN No. U40109MH2005SGC153646

Office of The Executive Engineer,
500KV HVDC TL (O&M) DIVISION,
Plot No. 150, Mhada Colony, Ambad Choufully, Ambad Road, Jalna-431203 (Maharashtra)

E - mail: ee7310@mahatransco.in **URL:** www.mahatransco.in

E-Tender (RFx) Form for tender no. EE/500 KV/HVDC TL(O&M)/DN/JLN/Tech/T-2/2024-25

No.	Particulars	Description
01	RFx No.	7000032183
02	Details of Work	Services 1st call for Hiring of 1 No of Tata Sumo/ Mahindra Bolero or Equivalent vehicle along with vehicle driver & fuel on per day rental basis for the period from 01.04.2024 to 31.03.2025 for 500 KV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar under 500KV HVDC TL O&M Division Jalna. (Common vehicle to be shared alternately monthly by each Sub Division) for F.Y 2024-25.
03	Estimated Cost	Limited to INR 600000/- (inclusive of all taxes)
04	Earnest Money Deposit	INR 6000/-
05	Online Downloading	00:00 hrs. of dtd 12.07.2024
06	Online Submission	10:00 hrs. of dtd. 19.07.2024
07	Online Opening	11:00 hrs. of dtd. 19.07.2024 (If possible)
08	Fees	Non Refundable INR 590/- (inclusive of all taxes)

For further details, please visit our website <https://srmetender.mahatransco.in>

Or Contact –

- The Executive Engineer, 500 KV HVDC TL (O&M) Division, Jalna.
E mail – ee7310@mahatransco.in
- The Assistance Engineer (Charge), 500 KV HVDC TL (O&M) Division, Jalna.
Contact No-+91-9764099659

Index

No.	Details	Page no.
01	Tender notice	01
02	Definitions of Terms	02
03	General terms & Conditions – Technical Bid (TQR)	02
04	General terms & Conditions – Commercial Bid (FQR)	03
05	Special Terms & Conditions – part A	04
06	Special Terms & Conditions – part B	06
07	General terms & Conditions	08
08	Undertaking – 1, 2, 3, &4	16
09	Draft Agreement	20



500KV HVDC TL (O&M) DIVISION, JALNA

Definition of Terms


01	The Company – ‘The Company’ shall mean the ‘ Maharashtra State Electricity Transmission Company Limited ’ and shall include its legal representatives, successor and permitted assigns.
02	The Bidder – ‘The Bidder’ shall mean the reputed and registered agency enrolled on e-tendering portal of MSETCL, who is participating in the E-tendering process.
03	The 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 legal representatives, successors and permitted assignee of the successful bidder.
04	The Engineer: - The Engineer shall mean the officer appointed in writing by ‘The Company’ to act as an Engineer from time to time for the purpose of the contract.
05	Engineer’s representative shall mean any person / assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer.
06	The terms Equipment material, stores shall mean and include plant stores and materials to be provided by the contractor under the contract.
10	The contract shall mean the agreement, if any, to be entered into by ‘The Company’ with The Contractor and shall include the conditions of contract specification, schedules, tender guarantees, drawings, & any further conditions which may be specifically agreed to by them forming part of the contract.
13	Month shall mean the calendar month whereas Day or Days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.



500KV HVDC TL (O&M) DIVISION, JALNA

General Terms & Conditions – Technical Bid

1	‘The bidder’ shall submit his offer in 02 (two) separate bids – a. Technical & b. Commercial
2	All the documents related to bid shall be submitted by the bidder on the e tender website of MSETCL – https://srmetender.mahatransco.in
3	The technical bid shall contain list of following documents signed digitally, shall be scanned, uploaded & submitted as a technical bid document.
4	Technical bid– Technical Qualifying Requirement (TQR)

5	a) The offered vehicle should have been registered for the first time with RTO on or after 01 January 2020.	
		500KV HVDC TL (O&M) DIVISION, JALNA General Terms & Conditions – Commercial Bid
01	Financial Qualifying Requirement (FQR)	
	A	Valid as on date vehicle T-Permit
	B	Valid as on date Registration Certificate (RC).
	C	Valid as on date Tax Certificate (TC).
	D	Valid as on date vehicle Insurance
	E	Valid as on date Fitness certificate / Passing certificate
	F	Valid as on date PUC.
	G	Pan Card
	H	Valid as on date Certificate of Registration under GST (if applicable)
	I	Valid as on date Registration under Bombay Shops and Establishments Act, 1948, if applicable or No objection Certificate from Gram panchayat.
	J	EMD is to be paid as per circular no. 10812 dt-10.10.2018. The registration certificate as submitted by Micro, Small & Medium Enterprise should be valid on the date of submission of bid & the validity of the same should be certified by the Chartered Accountant in practice.
	K	Constitution of the bidding firm – JV, Partnership deed, Articles of Association etc. as the case may be (If applicable)
02	All Certificate issued by Chartered Accountant must have 15digit UDIN (Unique Document Identification Number) if issued on or after 01.04.2019.	
03	Please submit only those documents which have been required.	
04	Original hard copy of submitted documents shall be kept ready & be produced for confirmation, whenever asked for.	
05	If bid is submitted online as well as in physical form, physical bid will be rejected / not opened for whatsoever be the reason.	
06	All the documents related to Technical bid must be uploaded in Technical bid.	
07	All the documents related to Commercial bid must be uploaded in Commercial bid.	
08	The scan copy of 'Receipt of Transaction ID' generated after online payment of Tender fees and EMD shall be submitted along with the technical bid.	
09	Contractor shall provide valid Contact No. and email Id for Communication.	

01	'The bidder' should upload the digitally signed Price Bid.
02	The estimated rates are mentioned in the given schedule.
03	The rates quoted should be firm and price variation will not be applicable.
04	Initially all Technical bids will be opened online in respect of all the offers received. In technical scrutiny, all digitally submitted / uploaded documents by all bidders will be evaluated.
05	Apart from above mentioned documents, 'The Company' may call for additional documents, clarification of already submitted documents to have a fair assessment of the bid before arriving at any decision on the technical evaluation
06	On the basis of technical evaluation, bids will be either qualified or disqualified.
07	'The Company' reserves the right to review the bidder's performance related to technical expertise / experience and may accept/reject the offer accordingly.
08	Thereafter the commercial bid will be opened online only for those bidders who are qualified in technical evaluation.
09	All the documents related to commercial bid must be uploaded in commercial bid.
10	'The bidder' need to submit all 04 (Four) undertakings given in the tender booklet as last few pages
11	Out of these 04(Four) undertakings, the undertaking no. 4 – ' <u>Liabale for penal action under IPC</u> ' is to be executed as an affidavit on Non Judicial bond paper of Rs. 500/- (Five Hundred) only. This document shall be submitted in hard copy at the time of submitting SD, Agreement & Insurance related documents. Bonds executed on any paper other than that of Govt. of Maharashtra will not be accepted for any reason.
12	If at all any bidder is having any issue / objection or if any explanation / detailing is needed related to any point given in this tender booklet, then before participating in the tender / submitting the offer / documents in the ongoing tender, the Matter should be taken up with The Executive Engineer, 500KV HVDC TL (O&M) DIVISION, JALNA. Once anyone / any bidder/agency has participated in the tender by submitting bid/documents, then NO communication related to anything mentioned in the tender will be entertained at any stage of the tender process by the that person / bidder / agency.

01	Value of the Contract – The value of this contract (inclusive of GST) will be INR 6,00,000.00/- (words INR Six Lakh Only). (Monthly expenditure limit Rs. 50,000/-)
02	EMD – Earnest Money Deposit of INR 6,000/-(in words INR Six Thousand Only) shall be paid online to the account of The Executive Engineer, 500KV HVDC TL (O&M) DIVISION, JALNA
03	Offer validity – The offer quoted by bidder shall be valid for 120 (One Hundred Twenty) calendar days from the date of commercial opening.
04	Work Completion Period –The work Completion period for this contract will be 365(Three Hundred Sixty Five) calendar days from the date of issue of Work / Purchase Order (WO/PO) / Letter of Intent (LoI) whichever is earlier. The work shall be executed and completed as per the instructions of the Additional Executive Engineer, Jintur Sub Division during the FY 2023-24.
05	The price variation (PV) clause is not applicable for this tender
06	Joint venture is not allowed for this RFx.
07	The Executive Engineer, 500KV HVDC TL (O&M) DIVISION, JALNA reserves the right to award item / jurisdiction / area / location wise work orders from this work.
08	In case the bidder wishes to have any clarification, additional information for anything mentioned in this tender booklet, it is advised to get in touch with The Executive Engineer, 500KV HVDC TL (O&M) DIVISION, JALNA. The bidder / his Authorized representative may visit the actual site to have an orientation of the work with prior permission from The Executive Engineer, 500KV HVDC TL (O&M) DIVISION, JALNA.

01	<p>Operating, Supervising & Executing Authority: This contract shall be Executed jointly by The Additional Executive Engineer, 500 kV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar or their designated representatives. The works shall be under overall supervision of The Additional Executive Engineer, 500 kV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar alternately.</p>
02	<p>Bills : Bill / Monthly RA bills in triplicate (along with PAN & GST Registration Number) should be submitted to The Additional Executive Engineer ,500 kV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar for alternate month in the name of The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna on actual basis.</p>
03	<p>Payment: The payment will be affected at the office of The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna.</p>
04	<p>Security Deposit: You shall pay SD @ <u>10 (Ten)</u>% of the Contract / Purchase / Work order value.</p>
05	<p>Agreement :The contractor will have to enter into an agreement at his cost with ‘The Company’ in the prescribed proforma (given in the tender booklet) – on Non Judicial bond paper / franking paper / Paper where payment is made to concerned authority of Govt. by e-transfer for registration – within <u>10 (Ten) working</u> days from the receipt of the Letter intimating from the office of The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna.</p> <p>Since the payments for NonJudicial bond paper / franking paper / Paper where payment is made to concerned authority of Govt. by e-transfer for registration are statutory payments & the bond is to be executed at Jalna, all these papers/ payments must be in favor of Govt. of Maharashtra, as per Maharashtra Stamp Act 1966.</p> <p>Bonds executed on any paper other than that of Govt. of Maharashtra will not be accepted for any reason.</p>
06	<p>Validity of the contract: The period of contract shall be the Financial Year 2024-25 (i. e up to 31.03.2025).</p>
07	<p>Scope of Work: Hiring of 1 No of Tata Sumo/Mahindra Bolero or Equivalent vehicle along with vehicle driver with fuel on per day rent basis for the period from 01.04.2024 to 31.03.2025 for 500 KV HVDC TL (O&M) Sub Division, Jintur/Ch. Sambhajinagar under 500KV HVDC TL O&M Division Jalna (Common vehicle to be shared alternately monthly by each Sub Division) for F.Y 2024-25.</p> <p>Operating Authority: This contract will be operated by the concerned Additional Executive Engineer, 500 kV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar jointly as per vehicle utilization.</p>
08	<p>General Conditions:</p> <ul style="list-style-type: none"> • ‘The Contractor’ will have to provide all the maintenance of vehicle, fuel, oil, driver having valid transport license for the vehicle. The Driver should be well known to the road and traffic signals. • The fuel will be provided by ‘The Contractor’.

- The vehicle along with driver should present at duty hours. Duty hours for 10 hours (08.00 to 18.00 hrs.). If required; the vehicle should be made available at any time and on any day during emergency as per instructions of Executive Engineer, HVDC Jalna Division.
- Whenever asked If required at on site emergency/ breakdown of line, the vehicle shall be provided. Extra KM charges will be paid beyond 2000 KMs run per month. **Monthly bill will be limited to Rs. 50,000/- including GST per month.**
- Entry & exit register of vehicle should be maintained at the main gate of MSETCL respective Sub Division premises. Entry & exit should be informed to the concern controlling officer as well as security staff on duty.
- 'The Contractor' has to submit written application in advance before taking leave for the vehicle or for the driver - else will be treated as absent for the day.
- If the driver is absent without intimation then absent will be marked for the day, no payment will be given for the day. In addition to this penalty@ of one day rate will be deducted, for every absent day.
- If this happens for the 2nd or more time successively in any calendar month of the year then no payment will be given for the absent day. In addition to this penalty@ of two days rate will be deducted, for every absent day.
- All RTO payments, insurance, PUC shall be the responsibility of 'The Contractor'.
- 'The Contractor' will have to submit the valid driving license of driver to be appointed along with all other Documents.
- 'The Contractor' will be responsible for the proper maintenance/up keeping of the vehicle.
- The driver should be polite in behavior and should not be drunker/smoker.
- MSETCL will not be responsible for any causality to the driver or vehicle or third person(s) or property.
- The valid driving license with T-Permit should be with driver when he is on duty.
- The MSETCL will not provide any parking facility for the Contractor's vehicle.
- The Contractor should provide the Vehicle with valid FAS Tag. **The Toll charges, Parking charges shall be paid by MSETCL separately.**

General Terms & Conditions

01		The registered vendors (only at E-Tendering website of MSETCL) can participate in bidding.
02		‘The Bidder’ has to submit bid online well in advance within the aforesaid date & time instead of waiting till last date. ‘The Company’ will NOT be responsible for non-submission of bids due to any (internet connectivity, availability of electricity, expiry of registration, key renewal etc) issues.
03		Operating, Supervising & Executing Authority: The execution of work is to be planned in consultation with the Additional Executive Engineer, Jintur Sub Division after verifying the safety in live condition. The work should be carried out strictly following the standard practices, processes and methods of ‘The Company’. The necessary outages will be arranged by the concerned Executive Engineer. The detailed program as per the bar chart should be chalked out before starting & execution of work.
04	A	Scope of work: The quantities indicated are approximate and only indicative. The actual quantities may vary.
	B	The payment will be done for only for the actual quantity of work done / material supplied & used / consumed.
05		Employees of ‘The Contractor’: ‘The Contractor’ 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. ‘The Contractor’ 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.
15	A	Responsibility of accident: If any accident occurs to your labour during the supply of the material/the work being executed, ‘The Company’ or any of its employee shall not be responsible for the payment of any compensation to them. In such cases, it would be entirely the responsibility of ‘The Contractor’ to pay the compensation as per ‘The Workmen Compensation Act, 1923’ and subsequent amendments thereof made there under.
	B	If ‘The Contractor’ fails to pay the same, it will be recovered from the bill due for payment to ‘The Contractor’ by ‘The Company’ and will be paid to the concerned persons or his dependent / heirs / Govt. Authority etc. as required under the rules and regulations in force from time to time.
06	A	This insurance policy shall also cover ‘The Contractor’ against claims for injury, disability, disease or death of his employees or employees of his sub-Contractor, which for any reason are not covered under ‘The Workmen Compensation Act 1948’ & subsequent amendments thereof. The liabilities shall not be less than Workman’s Compensation as per statutory provisions in force.

500KV HVDC TL (O&M) DIVISION, JALNA

General Terms & Conditions

	B	In case, if such compensation is paid by 'The Company', as 'Principals' under subsection (l) of Section 12 of said Act, on behalf of 'The Contractor', the amount of such compensation paid shall be recovered in the manner laid in clauses 4 of the relevant section of the Act.
07		Damage to persons & property: 'The Contractor' shall indemnify 'The Company' 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.
08	A	Compensation for idling: In case of suspension / delay of work due to any reason or stay order of the Court of Law / any competent authority/ deferring of outage, 'The Contractor' will get only mobilization & demobilization charges for manpower if offered & approved in this contract
	B	Apart from these charges, NO other compensation (of whatsoever be the amount & for whatsoever be the reason) will be paid by 'The Company' for idle labour/machinery/vehicles etc. during/for the period.
	C	Lodging & Boarding: Lodging & Boarding facility will be not provided by 'The Company'. 'The Contractor' has to make your own arrangement at your cost. 'The Company' will neither pay for nor will arrange loading & boarding.
	D	Local conveyance during the work also shall be arranged by 'The Contractor' at his own cost.
	E	'The Contractor' may request for accommodation at MSETCL, Padgha guest house. It may be allotted subject to availability & on due payment of charges. Such amount (including GST) as per norms of 'The Company' due to use of Guest House, shall be recovered from the bill payments of 'The Contractor'.
09		Force Majeure: Only the following conditions shall be considered for the purpose of this clause.
	A	Natural phenomena including but not limited to floods, draughts, earthquakes, epidemic etc.
	B	Acts of any Government, domestic or foreign agency, including but not limited to war (declared or undeclared), priorities, guarantees, embargoes etc.
	C	The party affected by 'Force Majeure' shall within 15(fifteen) days of the occurrence of such a cause, notify 'The Company' in writing with sufficient documentary proof.
10	A	Agreement: 'The Contractor' shall neither claim nor 'The Company' is liable to – admit, process & pay any bill amount due or payable under the contract until the agreement is executed with 'The Company'.

11	A	The amount of bond paper has been worked out in accordance with the Letter No. Mudrank – 2009 / 2707 / Pra. Kra. / 326 / M - 1 dated 09.10.09 and Administrative circular No. 207 dated 17.04.2010 of MSETCL.
	B	The necessary stamp duty & whatever other charges be there for executing the agreement shall be borne by 'The Contractor'.
12	A	Confidentiality: 'The Contractor' shall treat the contract and everything contained therein as private and confidential. In particular 'The Contractor' shall not publish any information, drawing or photograph concerning the works and shall not use the sites for the purpose of advertising except with the written consent of The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna and subject to such conditions as 'The Company' may prescribe during the course of execution of contract.
	B	'The Contractor' may receive information of the confidential nature or proprietary nature which is to be used only during the course of execution of work (whenever & where ever necessary).
	C	Such type of information may be of proprietary nature / having IPR – Intellectual Property Rights / Copy rights either of 'The Company' or its associates / business partners, hence shall not to be disclosed with other party. Hence at the time of contract, 'The Contractor' will have to give undertaking regarding nondisclosure of confidential information.
13		Security Deposit: 'The Contractor' shall pay SD on any scheduled / private / nationalized bank either by
	A	F.D.R./BG or D.D. drawn in favor of the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna or by
	B	pledging FDR (Fixed Deposit Receipts) on any scheduled / private / nationalized bank in favor of The Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna or by
	C	B.G. drawn in favor of The Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna or by
	D	Online transfer to the account of the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna. (The scan copy of 'Receipt of Transaction ID' generated after online payment of SD shall be submitted.
14	A	The Security Deposit (SD) submitted with 'The Company' is for the due performance of the Supply / Works / Supply & Works contract. Hence it shall be liable for apportion towards amount due or likely to due by 'The Contractor' on failure on his part to execute / nonfulfillment of any Terms & Conditions of this contract or any other contract with 'The Company'
	B	After receipt of LOI, 'The Bidder' shall within <u>10 (Ten) working</u> days, submit -Security Deposit, Agreement papers & Workmen Compensation Insurance Policy to the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna.

	C	In NO case the Work Order / Purchase Order will be issued if the amount of SD – Security Deposit is not paid.
	D	NO request for adjusting SD amount from first / subsequent / RA bills payments shall be entertained.
	E	Security Deposit will be refunded only after expiry of contract period.
	F	No interest will be paid on this deposit.
	G	Security Deposit is needed to be paid on the contract value inclusive of all taxes applicable as on date
15	A	EMD – Earnest Money Deposit: Scanned copy of the transaction ID must be submitted at the time of bidding.
	B	No interest will be paid on this deposit.
	C	For successful bidder(s), it will be refunded only after payment of SD – Security Deposit against the awarded work.
	D	For others, EMD will be refunded only after the tender has been awarded.
16		Bills: Bill in 3 copies should be submitted in GST format along with copy of GSTR 3B & GSTR 1'.
17	A	Rates & Taxes: Separate break-up should be filled online for GST. If the Breakup of taxes is not given as above for one or the other reason, the prices quoted will be interpreted at the discretion of the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna & the same shall be binding on 'The Bidder(s)'. B The RFX Price Bid rates shall be <u>exclusive</u> of all taxes which may clearly be mentioned while filling the e-tender online. C If nothing is mentioned regarding taxes, it will be treated as rates quoted are <u>inclusive</u> of all taxes. Any other taxes not mentioned clearly will not be paid extra. D Variation in taxes on items shall not be entertained.
18	A	Payment: Payment will be released as per availability of funds the earliest. No additional correspondence will be entertained regarding payment.
	B	All the payments will be made by RTGS/NEFT/Internet Banking only.
19		Risk & Cost : In case 'The contractor' fails to complete the work entrusted to him as per this contract, for whatsoever reason, partly or fully, 'The Company' reserves the right to get the balance work carried out / done / completed through any other suitable agency and any such additional expenses / cost to get the balance work carried out / done / completed will be recovered from the bill and security deposit (S.D.) of 'The Contractor'.

20	A	Penalty & Liquidated Damages :If 'The Contractor' fails to attend / complete any part of the work contracted with it or any such preventive and break down maintenance works in prescribed time after intimation of work to 'The Contractor' or to the representative of 'The Contractor' either by a phone call / message / an e mail or by a letter, then the work shall be executed either by 'The Company' or through another contractor at the risk and cost of 'The Contractor'.
	B	In such case, 'The Contractor' will be liable to pay the penalty @ <u>½ (One half)</u> % of the value of order per week on delay or part thereof subject to maximum of <u>10 (ten)</u> % on every occasion shall be imposed.
	C	In addition to levying penalty, the amount of work - not attended / manpower not adequately provided - by 'The Contractor', will be deducted from the Contract value.
	D	In such case, 'The Contractor' will be liable to pay the penalty @ <u>10 (ten)</u> % of that particular work value per incident / occasion.
	E	If the work is not carried out / delayed for reason attributable to 'The Contractor', in the stipulated outage period, penalty @ <u>01(one)</u> % per hour for every delayed hour – subject to maximum of 10 (Ten) % for that particular work shall be levied.
	F	GST will be charged <u>5 (Five)</u> % extra on the penalty as well as LD amount calculated.
	G	In case of providing vehicle on outsourcing, if the driver is Unavailable without intimation, then the vehicle will be marked as ABSENT for the day. No payment will be given for that day. In addition to this, penalty amount @ one day rate of that ongoing contract will be deducted for every ABSENT day.
	H	If the Unavailability of vehicle – either because of vehicle or of Driver – happens for the second or more time in any calendar month of the contract, then NO payment will be given for that day. In addition to this, penalty amount @ two days rate of that ongoing contract will be deducted for every ABSENT day.
21	A	Statutory Deductions: All statutory deductions, including but not limited to, Income Tax (IT), Goods & Service Tax (GST), Labour Cess, GST Tax to be Deducted at Source (GST TDS) as applicable & in force from time to time shall be deducted from the bills due for payment to 'The Contractor'.
	B	The order value indicated is inclusive of Goods & Service Tax (GST) @ 5 (Five)%. 'The Contractor' shall not charge any additional amount towards GST during the currency of this contract except for statutory variation, in case GST is increased. Whereas, if GST is decreased, the benefit of reduction in GST shall be passed on to 'The Company'.
	C	The termination of the Contract for any reasons as mentioned at Sr. No. 29 – Termination of these terms & conditions shall neither entitle 'The Contractor' to reduce the value of the Performance Guarantee nor to reduce the validity time thereof.

22	A	Right to accept or reject the bid: 'The Company' reserves the right to accept or reject any or all bids & to cancel the bidding process / withdraw the invitation of this tender notice & reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) on the grounds for the action by The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna.
	B	'The Company' neither binds itself to accept the lowest bid nor to assign any reason for the rejection of any bid(s)
	C	It is also not binding on 'The Company' to disclose any analysis reports on tender. 'The Company' reserves the right to accept / reject the tender for the entire work or part of it. Whereas 'The Bidder' on its part binds itself to undertake the work awarded to it in part or whole at the discretion of 'The Company'.
23	A	Language of the tender : The offers / bid submitted by the bidder & all correspondence as well as documents relating to this tender (RFx)exchanged between 'The Company' & the bidder(s) shall in language 'English' only.
24	B	Any document furnished in the bid / offer in a local vernacular language shall be accompanied with the authentic translation in 'English'.
25	A	Amendments / Corrigendum to this tender (RFx): At any time prior to the date of opening of this tender (RFx), 'The Company' may for any reason – whether on its own or in response to the query / clarification / request by a prospective bidder, modify the tender documents.
	B	To keep update of this tender, it is requested to keep track of official website https://srmetender.mahatransco.in .
	C	Such amendments done from time to time shall be binding on all 'The Bidder(s) who had submitted bids before such amendment & wish to submit bids after such amendment.
	D	To facilitate such amendments, 'The Company' may extend the date of opening of this tender (RFX).
26	A	Subletting the contract: 'The Contractor' shall not sublet, transfer or assign the contract or any part thereof, without prior written approval of 'The Company'.
	B	Subletting of the contract is NOT allowed. If known, the contract will be terminated immediately and the Security Deposit (SD) shall be forfeited.
	C	Even if such written permission is granted from 'The Company', it shall be the sole responsibility of 'The Contractor' – being principle contractor to whom the original contract has been issued – to execute the work as per terms & conditions of this contract.
	D	Such permission, even if given, shall NOT relieve 'The Contractor' from any liability or obligation under the contract &'The Contractor' shall be responsible for the acts, defaults, neglects etc. of any of its sub – contractors, agents, servants, workmen as fully as if they were the acts, defaults, neglects of 'The Contractor'.

27	<p>Genuineness of competition: To ensure fair & genuine competition, bids / offers from '<u>related parties</u>' whose one or more no. of the owner / partners / directors etc. (as the case may be) is same in two or more participating bidders (as on the date of submitting offers for this RFX) will be treated as 'collusive'/ 'Anti-Competitive' Bidding & hence bids from all such Bidder(s) shall be rejected out rightly as offers from 'related parties'.</p>
28	<p>Disqualification: The bidder(s) shall be disqualified / their offers will be rejected - in following conditions.</p> <p>A Disclosing untrue and/ or false information, or withholding information or part of information</p> <p>B Record of poor performance such as unsatisfactory work or abandoning the work etc.</p> <p>C Financial short comings or failures in past contracts.</p> <p>D Inadequate experience or employing insufficient number of employees or not employing qualified employees.</p> <p>E Non – payment or requisite EMD & tender Fees</p> <p>F Submission of unsigned undertaking(s) included in this tender booklet.</p> <p>G Submission of bid in any other form than online submission to e tendering portal of 'The Company'</p> <p>H Uploading documents of Technical Bid in Commercial Bid or Vice Versa or both Technical Bid & Commercial Bid in any one of the Bid</p> <p>I Conditional bids (say rates, quantum of work, payment terms, specific location etc.)</p> <p>J being 'related parties' – as described in Sr. no. 44 – Genuineness of Competition – above</p> <p>K Poor quality & workmanship of products previously supplied and frequent failures during warranty period as experienced by 'The Company'</p> <p>L 'The bidder' having ongoing litigation with any office of 'The Company'</p> <p>M 'The Bidder' in the opinion of 'The Company' has mala fide intention in the conduct of business with 'The company'</p> <p>N 'The Bidder' has been declared as defaulter as per the Terms & Conditions of 'The Company'</p> <p>O Non Submission of Documents as per TQR & FQR</p>
29	<p>A Termination: 'The Company' reserves the right to cancel the contract, after giving due notice of 3 days to 'The Contractor', in the event of the breach of any term or condition of this contract in any respect or undue delay in starting / execution / completion of the work.</p> <p>B The terms & conditions of this contract broadly defines including but not limited to the Terms & Conditions – General & Special – published with this tender booklet, all signed undertakings the vendor has given along with this tender booklet.</p> <p>C Notwithstanding anything stated herein, the General Terms and Conditions of Contract of 'The Company' shall be</p>

General Terms & Conditions

		applicable to the contract, as far as they are applicable to this contract also.
	D	Apart from this, the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna reserves right to take an informed decision in the best interest of 'The Company' for any material facts made known to him (where interests of 'The Company' are at stake) & may terminate the contract.
30		'The Company' reserves the right of forfeiting the EMD – Earnest Money Deposit in any of the cases as...
	A	the offer is withdrawn by the bidder after the date of commercial opening of the tender but before the expiry of <u>120 (One hundred twenty) calendar days</u> or
	B	refusal to pay the prescribed SD – Security Deposit / work agreement on the bond papers of adequate amount
	C	the contract is liable to be terminated as per clause (29-Termination) as detailed above.
31		Disputes: All disputes and differences of any kind whatsoever arising out of or in connection with this contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna and the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna shall within <u>3(three) working days</u> after receipt of the representation from 'The Contractor', make and notify decisions of all matters to the contractor in writing.
32		Jurisdiction: In case of any dispute arising out of this contract, it will be in the jurisdiction of <u>Jalna</u> only.
33		Eligibility for Bidding
	A)	All registered vendors of MSETCL whose registration on SRM e-tendering is valid on the date of submission of bid can participate in the subject tender.

Executive Engineer
500 kV HVDC TL (O&M) Division, Jalna



500 kV HVDC TL (O&M) Division MSETCL, Jalna

Undertaking – 1

Validity of offer

I/We hereby declare that I am /We are participating in RFX (Tender)No. _____ published by the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna.

I / We agree to execute this contract detailed as per the Terms & Conditions of the tender booklet attached with this RFX (tender) which I / we have carefully read and which I / we have thoroughly understood and to which I / we hereby agree.

I / We hereby declare that I am / we are the authorized signatory for this RFX on behalf of the firm.

I / We take sole responsibility arising out of any dispute from this issue.

I / We hereby agree to keep this offer open & valid for **120 (one hundred twenty) calendar days** from the date of commercial opening of the tender.

Yours faithfully,

Seal and Signature of the Bidder

Date :

Address:



500 kV HVDC TL (O&M) Division MSETCL, Jalna

Undertaking – 2

‘Not Debarred/Blacklisted by any of the Government/Semi-Government/Other Public Sector Utilities’

I/We hereby declare that I am /We are participating in RFX (Tender)No. _____ published by The Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna.

As on date of submission of this RFX (Tender), I/ we hereby declare that my / our firm is not debarred/ blacklisted by any of the Government Semi-Government /Other Public Sector Utilities, anywhere.

The above declaration is true to the best of my/ our knowledge and belief.

I/ We hereby agree that in case my / our firm is found debarred/ blacklisted by any of the Government/ Semi-Government/Other Public Sector Utilities, anywhere, my/ our offer is liable for rejection at any stage of the tendering process as per tender terms & conditions.

Further, I/ where by understand and agree that incase my/ our firm is found debarred/ blacklisted by any of the Government/ Semi-Government/Other Public Sector Utilities, anywhere, my/ our work / purchase order is liable for termination at any stage of execution process and my / our firm shall be solely responsible for the consequences arising out of it.

Authorized Signatory

Seal of the Firm



500 kV HVDC TL (O&M) Division MSETCL, Jalna

Undertaking – 3

Contact & Correspondence details

1	The name and full postal address for correspondence of the Firm / Company participating in this E-Tender	
2	The name and full postal address for correspondence of Proprietor / Partners / Director of the Firm / Company	
3	Name and Contact Number of the Contact Person	

Note – It will be the sole responsibility of the bidder to update / renew communication details (correspondence address, e mail, contact numbers, name change of an individual, firm, changes in Memorandum / Article of Association etc.) The Company accepts NO responsibility in case of any delay / loss thereof because of non-updating.

Seal and Signature of the Bidder

Date:

Address:

500 kV HVDC TL (O&M) Division MSETCL, Jalna

Undertaking – 4

Liabe for penal action under IPC

Affidavit (on Rs. 500/- NonJudicial Stamp Paper)

I/We, _____ authorized signatory of M/s. _____ solemnly
declare that:

- 1) I/We am/are submitting the bid against the tender no. _____ &
I/We offer to execute the work in accordance with all the terms, conditions & provisions of the bid.
- 2) I/We hereby confirm that all the documents submitted by us in hard as well as soft form (self-documents & third-party documents) are genuine, authentic, true & valid.
- 3) I/We am/are obliged to present the original documents/certificates for verification, wherever called for, by any authority of MSETCL.
- 4) Further, all information furnished by us in respect of fulfilling of eligibility criteria & qualification information of this tender is complete, correct & true to the best of our knowledge and belief and nothing has been concealed therein.
- 5) If any information or document submitted is found to be false/incorrect/misleading/misrepresenting at any time, MSETCL may reject my bid & take action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including Earnest Money/ Security Deposit & debarring/blacklisting of our firm.

Yours faithfully,

(Authorized Signatory)

Name, Signature & Seal/Stamp of the bidder

Place:

Date:

'Agreement Bond'

This agreement is made between

The Executive Engineer,500 kV HVDC TL (O&M) Division, MSETCL, Jalna on behalf of 'Maharashtra State Electricity Transmission Company Limited' (called '**The Company**' here after) **and**

M/s. _____ (called '**The Contractor**' here after)

Whereas The Executive Engineer,500 kV HVDC TL (O&M) Division, MSETCL, Jalna invited tender / enquiry no. EE / HVDC / Jalna/Tech/ _____ dated _____ with RFX no. _____ according to the powers held by him as per rules & was accepted by Maharashtra State Electricity Transmission Co. Ltd.,

Whereas the said tender / enquiry was processed techno commercially & the Purchase Order / Work Order / Contract is being placed with '**The Contractor**' on the terms and conditions specified in the tender / enquiry processed by '**The Company**',

Now this agreement witness and hereby it is agreed and declared as under....

In consideration of the value of the Work Order / Purchase Order / Contract for

INR.(in numbers) _____

INR.(in words) _____

placed with '**The Contractor**' on the terms and conditions specified in the Purchase order / Work Order / Contract. '**The Contractor**' hereby confirms with '**The Company**' that they shall and will duly provide and executive the work and shall perform all other work and things in this contract mentioned and described or which implied there from or may reasonable be necessary for the completion of the said the work within and the same time and in the manner and subject to the terms and condition and stipulations contained in Purchase order / Work Order / Contract and '**The Company**' shall pay to '**The Contractor**' as mentioned in the terms of the Purchase order / Work Order / Contract.

'**The Contractor**' shall undertake the work as mentioned and described in the Purchase order / Work Order / Contract as per specification and Purchase order / Work Order / Contract accepted and will complete the same in the stipulated period in accordance with specification and annexed.

'The Contractor' shall complete the work as per terms and conditions specified in the Purchase order / Work Order / Contract No. _____ dated _____ & terms and conditions specified in the booklet attached with the enquiry / tender.

'The Contractor' shall indemnify and save 'The Company' harmless for all time for all claims of any loss, costs and consequences, if any, in respect of above-mentioned Purchase order / Work Order / Contract entrusted to them.

'The Contractor' further agrees that in case of any default or failure on the part of it to discharge the above mentioned obligations, 'The Company' shall in addition and prejudice to its right of recovery provided therein or in the Purchase order / Work Order / Contract mentioned above with, is entitled not only to terminate the contract at the cost of 'The Contractor' but also to be held liable and take the legal action against 'The Contractor'.

The above said Purchase Order / Work Order / Contract from 'The Company' and the letter of acceptance given or implied consent by 'The Contractor', the documents related to the called tender / enquiry and offer submitted thereby from 'The Contractor' and the tender booklet of 'The Company' shall be deemed to be the part of the contract.

The said content as detailed above is agreed & validated by duly signing by the authorized person / partner / proprietor / Director on behalf of 'The Contractor' and by The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna, the authorized person on behalf of 'The Company' as given below for the purpose of identification and annexed herewith as schedule.

1. Purchase / Work Order / Contract No.: -

2. Dated: -

3. Details of the work: -

4. Value of the Purchase / Work Order / Contract: -

INR. (in numbers) _____

INR. (in words) _____

'The Contractor': -

Name of the authorized person / partner / proprietor /Director: -

Signature: -

In Witness Thereof the parties hereto signed this agreement respectively against their Name.

Signed and delivered by

Sr. No.	Full Name	Identity	Signature

'The Company': - The Executive Engineer,500 kV HVDC TL (O&M) Division, MSETCL, Jalna

Name of the authorized person: -

Signature: -

In Witness There of the parties hereto signed this agreement respectively against their Name.

Signed & Delivered by

Sr. No.	Full Name	Identity	Signature

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.,
±500 KV HVDC TL (O&M) Division, Jalna

“Schedule A”

Scope of work: Hiring of 1 No of Tata Sumo/ Mahindra Bolero or Equivalent vehicle along with vehicle driver & fuel on per day rental basis for the period from 01.04.2024 to 31.03.2025 for 500 KV HVDC TL (O&M) Sub Division, Jintur & Ch. Sambhajinagar under 500KV HVDC TL O&M Division Jalna. (Common vehicle to be shared alternately monthly by each Sub Division) for F.Y 2024-25.

<i>Sr. No.</i>	<i>SAP Service No.</i>	<i>SAC Code</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Remarks</i>
1	50000238	996601	Daily rate for 10 Hrs. Duty of vehicle along with vehicle driver including fuel	1	Day	1589.70	Rate Contract amount limited to Rs. 6 Lakhs, Including 5% GST
2	50000239	996601	Extra Km. Charges beyond 2000 kms	1	Km	11.55	

Monthly Billing Limit : Rs. 50,000/- per month

Sd/-
Executive Engineer
500kV HVDC TL O&M Division
Jalna