



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION  
COMPANY LTD**

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**E-Tender No.  
EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25**

**SRM E Tender No.16 Fifth Call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.**



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**EHV O&M DIVISION I, PUNE.**

<b>Sr. No.</b>	<b>Tender No.</b>	EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25
<b>1</b>	<b>Name of Work</b>	SRM E Tender No.16 Fifth call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune
<b>2</b>	<b>Estimated Cost</b>	12,88,880/- (Including taxes)
<b>3</b>	<b>Download of Tender document Date</b>	From dtd. to 11:00 Hrs. on dtd.
<b>4</b>	<b>Closing Date</b>	Up to 11:00 Hrs. on dtd.
<b>5</b>	<b>Opening of Tender (Technical)</b>	On dt. after 11:00 Hrs. (If possible)
<b>6</b>	<b>Opening of Tender (Commercial)</b>	On dt. after 11.00 Hrs. (If possible)
<b>7</b>	<b>EMD</b>	Rs. 12,889/-
<b>8</b>	<b>Tender Fee</b>	Rs.590/- (Rs. 500 + 18% GST)



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division I, Pune.**

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**E-tender notice****Emblem**

MSETCL invites online bids (SRM E-Tender) from **registered contractors/agencies** on Mahatransco SRM E-Tendering Website <http://srmetender.mahatransco.in> for following works

<b>Tender No. &amp; Description of Work</b>	<b>Due date &amp; Time (Hrs) for submission &amp; opening of Tender</b>
<b>Tender No. EE/EHV/O&amp;M/DN-I/T/SRM/E-Tender-16/2024-25</b> SRM E Tender No.16 Fifth Call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune	<b>Download of tender documents Date :</b> From dt.            to 11:00 Hrs. on dtd.  <b><u>REF No.7000033090</u></b>

<b>Estimated Cost in (Rs.)</b>	<b>EMD (Rs.)</b>	<b>Tender Fee (Rs.)</b>	<b>Closing Date</b>	<b>Technical opening Date</b>	<b>Commercial opening Date</b>
Rs.12,88,880/- (Including GST)	12,889/-	Rs.590/-(Rs. 500 +18% GST)	11:00 Hrs. On Dtd.	After 11:00 Hrs dtd. (if possible)	After 11:00 Hrs On dtd. (if possible)

**Note :- All new interested contractors are mandated to get registered for <https://srmetender.mahatransco.in> new vendor registration**

**Contact Person:** The Executive Engineer – Phone No. – 7447440351  
The Add. Executive Engineer (O) – Phone No. 7447440224  
For further details visit our website <https://mahatransco.in/>

1. Relevant portions of the Tender, the portion which is to be filled by the tenderer online would be available on aforesaid website.
2. Tender documents can be downloaded online from aforesaid website.
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 type of website related problems.

**Executive Engineer  
EHV O&M Division I Pune**

**SECTION-I**  
**INVITATION FOR BIDDING**

The EHV O & M Division-I, MSETCL Pune hereinafter referred to as the 'Owner' (MSETCL) invites offers in TWO bid system (Techno- commercial and price bid) from the eligible bidders for the work as detailed below.

**E-Tender No.:** EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25.

**Description of work:** SRM Tender No.16 Fifth Call for work of Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.

**Completion Period:** The total scope of work should be completed within 6 months from the date of placement of work Order. The required outages will be provided by MSETCL as per system condition, work is to be carried out as mentioned in schedule 'A' & 'B'.

The delay in above completion period for each activity shall be considered if execution of work is delayed on account of any the following reasons:-

A) Delay due to handing over of site. , B) Delay due to unforeseen problems.

The completion period shall be proportionately extended for such delay on production of Documentary evidence, if approved by competent authority/undersigned.

Required outages will be provided by MSETCL. Contractor shall have to keep the record of the dates handing over of site countersigned by site in-charge or authorized representative of company.

**Estimated Cost :** Rs.12,88,880/-.

**QUALIFYING REQUIREMENTS FOR THE BIDDERS**

In order to be qualified for award of Contract, the bidder will require 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:

**SPECIAL CONDITION:** The offer shall be submitted in two separate parts –“Part I - Techno – Commercial” & “Part II - Price”.

**A) Techno Commercial Bid (Part-I) :**

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

**REQUISITES:**

SN	NAME OF DOCUMENT
<b>STATUTORY QUALIFYING DOCUMENTS</b>	
1	EMD & tender fee receipt shall be submitted with the Bid.
2	The bidder should be registered under Goods and Services Tax (GST) Act .Proof of GST registration shall be submitted with Bid.

3	Photo copy of PAN card shall be submitted with Bid.
4	The Bidder shall have valid shop act & establishment registration or NOC of <i>Grampanchayat</i> .
5	<p>The bidder or his joint venture should have a valid Electrical Contractor License issued by the governemnt of maharashtra for the work of erection/ commissioining of EHV Equipment. Eligibility of bidder as JV:-</p> <p>1) The principal (lead) bidder who 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 fulfilment of following requirements.</p> <ul style="list-style-type: none"> <li>• The bid, and in case of a successful bid, the Contract Agreement shall be signed so as to be legally binding on both partners.</li> <li>• Both partners of the consortium shall be jointly and severally liable for execution of the contract in accordance with the Contract terms.</li> </ul> <p>2) One consortium partner should individually satisfy 100% technical qualifying criteria as mentioned in the qualifying requirements.</p> <p>3) The number of partners in a consortium should not be more than two, including the lead partner.</p> <p>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 partners, on a Non Judicial stamp paper issued by Government of Maharashtra.</p> <p>5) A copy of agreement entered into by the consortium partners as specified in enclosed format shall be submitted with the bid.</p> <p>6) The bid document should have been purchased and submitted by the Lead Partner only.</p> <p>7)In case of JV, the Lead bidder will have to submit PBG of 06% (Six percent) of the Contract Price and the JV partner will have to submit PBG of 04% (Four percent) of the Contract Price within stipulated time period.</p>
6	Employee Provident Fund Registration certificate.
7	ESI Registration Certificate or copy of Insurance Policy of Labors.
8	List of key technical personnel with Qualification and List of equipment, T & P and material, with ratings/ makes.
9	<p><b>Technical Qualifying Criteria:</b></p> <p>One of the JV partner should individually satisfy 100% technical qualifying criteria Technical Qualifying Criteria as below:</p> <p>1) The bidder should be either manufacture of Wedge Connector or Authorized Dealer. In case of Authorized dealer /distributor, the bidder shall submit the specific authorization letter from manufacture for this tender. In case of authorized vendor of OEM following clause shall be applicable; a)In case any e-tender, same product/same model should not be quoted by more than 01 (one) dealer/distributor/channel partner. The OEM should authorize only one dealer/distributor/channel partner for particular tender. Smaple of Manufactures authorization form is attached herwith. b)In case, if any OEM authorizes more than 01 (one) dealer/distributor/channel partner to bid in a tender &amp; all the authorized dealer/distributor/channel partnes bid for same product/model, then the bids of all these authorized dealer/distributor/channel partners of said OEM shall be rejected in technical scrutiny itself. c) In case, if authorized dealer/distributor/channel partner is participating in bid, then the OEM cannot participate for the same. Otherway round, if OEM participates in tender, then his</p>

	<p>authorized dealer/distributor/channel partner can not participate in the same tender. under such cases, bids of both OEM &amp; its authorized dealer/distributor/channel partner shall be rejected in technical scrutiny itself.</p> <p>Bidders have to submit the Manufactures authorization form in the attached proforma ANNEXURE-6 (For T&amp;C- Refer MSETCL Circular No.1746 Dt.14.03.2023 attached with Tender Documents.)</p> <p>Also the bidder shall submit the undertaking from the manufacture for technical &amp; expert support for installation of the material &amp; after sales support for the material &amp; defect liability for any defect for 2 years from the date of commissioning.</p> <p>2)The bidder should have basic infrastructure for construction/erection/commission mentioned in schedule 'A' &amp; in scope of tender, along with technical knowledge, adequate tools &amp; plants, machineries, testing equipment's, skilled erection staff &amp; experienced technical staff for design/erection/commissioning of material.</p> <p>3) The bidder must have experience of successfully completed the any similar work on EHV Lines, within last 07 years from the scheduled date of Bid submission in MSETCL or any other power transmission utility in India, as mentioned in schedule 'A' having,</p> <p>a) One similar completed work order costing not less than the amount equal to 60 % of the estimated cost OR</p> <p>b) Two similar completed work orders costing not less than the amount equal to 30 % of the estimated cost OR</p> <p>c) Three similar completed work orders costing not less than the amount equal to 20% of the estimated cost.</p> <p>d) For all above, the satisfactory work completion certificate is mandatory from the Authority not below the rank of Executive Engineer.</p> <p>e) The Wedge Connector shall confirm to the technical specifications &amp; MSETCL requirements attached with Tender. The bidder shall submit all the relevant documents as per technical specifications.</p> <p>f) Drawing shall be approved from competent authority of MSETCL.</p> <p>g) The OEM should have adequate in house testing facilities for conducting all the acceptance tests in accordance with relevant applicable standards &amp; MSETCL specifications. The bidders shall submit the documentary evidence for the same.</p>
10	Scanned copy of Solvency Certificate from Nationalized bank / Schedule bank for current year for amount not less than 25% of the Tender estimated value.
11	Income Tax return for the years AY 2021-22, AY 2022-23 & AY 2023-24.
12	<p>The Bidder should have the Minimum Annual Average Turnover (MAAT) of at least 60% of tender estimated cost in the last three years i.e. 36 months. In case of JV, the members of JV shall individually meet the financial criteria as follows:</p> <p>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. Audited balance sheets for the specified last three years duly certified by Chartered Accountant with seal and UDIN only to be submitted.</p>

13	<p>Bidders have to submit an undertaking in the attached Proforma <b>ANNEXURE-4</b> 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.</p> <p>Further, if it is revealed that the successful Bidder is Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utility, 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 therefrom.</p>
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**B) Price Bid (Part-II):**

**Bidder should upload the digitally signed price bid.**

Two bid system 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>

- It is important to bring to the notice of all the bidders that **“The technical documents should be uploaded in the technical bid & commercial documents /offer/price bid should be uploaded separately. In case, if both technical & commercial bid are uploaded in one file wrongly, the offer will be straightway rejected”**.
- Techno-commercial bid will be opened online for all received bids. After verifying all the documents /certificates submitted in techno commercial bid for pre-qualification as mentioned above. If it is found that the tenderer fulfills the desired prerequisites; the price bid will be opened online. If the same is not found as per the prerequisite, the commercial bid will not be opened. Bid with incomplete details or not submitted in prescribed tender form etc., are liable to reject the offer completely.
- **The owner reserves all the rights to reject any or all offers/bids without assigning any reasons thereof.**
- **The offer shall be valid up to 90 days from the date of opening of price bid.**
- The estimated rates given by this office are inclusive of all taxes. However, the bidder has to quote rates exclusive of all Taxes. The taxes have to be quoted separately along with HSN / SAC code (GST codes) for individual items & it is mandatory for all bidders.
- For detailed information please log on to [www.mahatransco.in](http://www.mahatransco.in). The interested bidders may obtain further information, if needed, from the **office of the Executive Engineer, EHV O &M Division-I, Maharashtra State Electricity Transmission Company Ltd, Block No. 406, 3 rd Fl. Administrative Building, Rastapeth, Pune.**
- Bidders are requested to note the dates for purchase, submission and opening of the bids. All the Bids received up to the due date and time will be opened as far as possible on the specified date and time. In case, the opening of bids date happens to be a holiday or in case of urgency of any other official work on the specified date or any connectivity & website related problems, same will be opened on next working day.
- The owner reserves the right to review the bidders performance in MSETCL during last Five years and may accept / reject the offer accordingly, even though the bidder is lowest

one.

- **The Policy and Procedure for Debarring / Black listing of agencies from Business dealing with MSETCL is sanctioned vide MBR No. 147/28 dt. 14.05.2021. As per Sr. No. 6.1 of the said policy,**

**6.1 At Competitive Bidding Stage:**

During the competitive bidding stage, if a bidder indulges in any of the following act or violations, it shall be ground for blacking / debarring by MSETCL. :

1. The Directors, Proprietors, Partners, Employee(s) or owner of bidder have been either jointly or severally been found guilty of malpractices such as fraud including but not limited to submission of Bids that contain false information, fake or forged documents /certificates / guarantees, substitution of bid document, concealment of such information in the Bid with an intent to influence the outcome of eligibility screening or at any other stage of the public bidding in his favor etc.
2. If the bidder is found to be involved in cartel formation during bidding against any MSETCL Tender.
3. Bidder who's business dealings have been debarred by any Ministry of GOI / GOM / State PSUs / Utilities in India and is still in force as on the date of opening of tender.
4. Bidder who is found to have been in default in paying any dues resulting in incurring financial loss to MSETCL by virtue of an order and / or direction of any Statutory Authority or Court or Arbitration, etc.
5. Bidder against whom an enquiry is conducted by CBI or any other investigating Agency and recommended for suspension.
6. If the purchaser finds the offence of moral turpitude committed by the bidder.
7. Unauthorized use of one's name or using the name of another entity / person for purpose of public bidding.
8. Making false allegations against MSETCL officials or other bidders of the tender with an intent to influence the outcome of public bidding in his favor.
9. Withdrawal of a bid, or refusal to accept an award, or enter into contract without justifiable cause, after a bidder has been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.
10. Refusal to clarify or validate in writing its Bid during post qualification stage within the prescribed time from receipt of the request for clarification.
11. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
12. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to:
  - i) A bidder not complying with the requirements during bid evaluation,
  - ii) Bidder habitually withdrawing from bidding or submitting letters of non-participation for atleast three (3) times within a year, except for valid reasons.

**In all above cases in addition to the penalty of blacklisting, the bid security deposit/ EMD furnished by the concerned bidder or prospective bidder can also be forfeited**

The detail Policy is available on [www.mahatransco.in](http://www.mahatransco.in) .

**Dy. Manager (F&A)  
EHVO&M Division-I, Pune**

**Executive Engineer  
EHV O&M Division I Pune**

## **SECTION-II** **INSTRUCTIONS TO BIDDERS**

### **1. DEFINITION OF TERMS**

In this Contract (as hereinafter defined), the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- A. **"Owner / Purchaser / Company"** means Maharashtra State Electricity Transmission Co. Ltd. (MSETCL) and shall include the legal successors in title to the Owner, its legal representatives and any permitted assigns of the Owner;
- B. **'Bidder'** means the person or the agency submitting the bid under this tender.
- C. **"Contractor"** means the Bidder whose bid has been accepted by the Owner for the award of contract and shall include such successful Bidder's legal representatives, successors and permitted assigns (authorized);
- D. **'Contract'** shall mean the agreement, if any, to be entered into by the Owner with the Contractor and shall include the conditions of Contract, specification, schedules, tender guarantees, drawings, and any further conditions which may be specifically agreed to between the parties as forming a part of the Contract.
- E. **Contract Price'** shall mean the sum named in the Contract agreement if any or the work order by the Owner, subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- F. **'RFX'** means e-tender floated by MSETCL in SRM e-tendering system on SRM portal <https://srmetender.mahatransco.in/>
- G. **'Site'** means the whole of the premises, buildings and grounds in or upon which the work or works is or are to be provided, executed, erected, done or carried out.
- H. **'Operating Officer'** means a person who supervises the work and records entries in SAP for the executed works along with certification of the Bill for the same.
- I. **'Guarantee period'** shall mean the period during which the Contractor shall remain liable for repair, replacement of any defective part of the works performed under the Contract.

### **2.EARNEST MONEY DEPOSIT (EMD):**

Each bidder shall be required to submit the earnest money deposit of Rs.12,889 /- (1% of the estimate cost of the SRM E-tender) along with the offer. Request for exemption from earnest money deposit will not be considered on any grounds.

The request for paying EMD after opening of tender will not be considered. The EMD will be forfeited by the M.S.E.T.C.L.if.....

- a) Bidder withdraws the tender offer during validity.
- b) The successful bidder fails to pay the security deposit.
- c) Bidder who submits Fake documents in support of Bid

### **Exemption from paying EMD and tender fees to Micro & Small Enterprises in following cases.**

**1. The micro and Small enterprises (only manufacturing and Service enterprises) as defined in MSMED Act 2006 are exempted from paying EMD and tender fees. The Udyog Aadhar Memorandum and Udyog Adhar registration certificate submitted by said enterprises should indicate the same Material/Service as required against the tender floated.**

**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 (at present the threshold prescribed limit being for Micro- upto Rs. 25 Lakhs, Small :- 25 Lakhs to Rs. 5.00 Cr. As investment in Plant & Machinery and for Micro- upto Rs. 10 Lakhs, Small :- Rs. 10 Lakhs to Rs. 2 Cr. As investment in Equipment).**

**2. 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.**

**3. 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.**

**4. 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 1 years from the date of non-acceptance of L1 bid.**

The Earnest money deposited of the unsuccessful bidders will be returned/refunded after the opening of price bid & finalization of work order to the lowest quoted bidder. The EMD of the successful bidder will be returned/refunded after payment of S.D by him. The EMD will be credited to the bank account maintained by the 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 etc. are correctly maintained in SRM System and update the same, if required.

It may be noted that:

- 1) In case bank details are not maintained by the 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.
- 2) 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.

**3. UNDERSTANDING OF BID DOCUMENT:** The bidder is expected to examine all instructions, terms and conditions, forms and specifications in the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof. Further, failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be the Bidder's risk and may result in the rejection of his bid.

**4. SIGNING OF BID:** The bid documents shall be signed and submitted by.

- i. In case of Proprietary Firm - Proprietor / Power of Attorney Holder

- ii. In case of Partnership Firm - Authorized Partner (Authority Letter by all partners to be enclosed)
- iii) In case of Public / Pvt. Ltd. Firm - Authorized Director (Copy of resolution of Board of Director to be enclosed)

#### **5.DOCUMENTS TO BE SUBMITTED WITH THE BID :**

- 4.1 The bidder has to submit the qualifying documents as prescribed in the Section -I, Invitation for Bidding.
- 4.2 The bidder shall submit the authorization of his /her authorized person who will sign the bid and who will deal with the Owner for the specified bid giving his/her designation and other details.
- 3.3 The bidder shall submit the list of his/her personnel those who are going to be engaged for the work specified in the bid giving their designation and qualifications.
- 3.4 The bidder will submit an undertaking that he is not intending to sell his/her organization or merging his/her organization with any other organization during the period of contract.
- 3.5 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.

#### **6. RESPONSE TO THE BID :**

- a) The type of bid for this tender is “Percentage type of Bid”.
- b) The bidder should quote their rates in above /below/at par percentage of estimated cost.
- c) The bidder can check the item wise rates in the attached estimate or under Item Tab in the RFX.
- d) The rates quoted shall include required material, T&P, and personnel for executing the works.

**7.VALIDITY OF THE OFFER:** The offer submitted by the bidder must have a **validity of minimum 90 days from the date of opening of Price bid**. The bidder should submit their offer online complete in all respects before the submission date.

**8. POLICY FOR BIDS UNDER CONSIDERATION:** The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award/rejection is made by the Owner to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the bid under consideration. The Owner if necessary, shall obtain clarifications on the bid by requesting for such information from any or all the bidders as maybe necessary.

**9. DISQUALIFICATION OF BIDS:** The Bid will be disqualified if..

- a) Disclosing untrue and / or false information, or withholding information or part of information.
- b) Record of poor performance such as unsatisfactory work of abandoning the work etc.
- c) Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.
- d) Not fulfilling the Technical Qualifying Requirement.
- e) Non – payment of EMD & Tender Fee.
- f) Submitting forged document, the EMD of such bidders shall be forfeited & further

action shall be taken without any Notice.

**10. AMENDMENT OF BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by amendment.

The amendment will be notified in writing by publishing the same on Website and in the newspaper and it will be binding on all the bidders.

In order to allow prospective bidders a reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

**11. WITHDRAWAL OF INVITATION TO BID / LOI / Work Order:** While the Owner has floated this public tender and has requested bidders to submit their proposals, the Owner shall always be at liberty to withdraw this invitation to bid at any time before its acceptance. The undersigned reserves the right to cancel the tender/LOI/Work Order at any stage without assigning any reasons thereof.

**12. EVALUATION OF BIDS:** The bids shall be evaluated on the basis of total price (Supply +Erection/ Service) including all taxes, duties and levies as quoted for the package.

**13. ACCEPTANCE / REJECTION OF BID :**

A) The owner does neither have any binding on itself to accept the lowest or any quoted offer nor have binding to specify / inform about any reason be assigned for the rejection of any or all bids. It is also not binding on the owner to disclose any analysis report related to subjected tender or rejection of bids.

B) **If more than one bidder quotes the same rate, then in order to execute the work as early as possible, the undersigned reserves the right to award one or more than one contract by splitting the Tendered quantity considering the bidders' previous experience, ability to do work, work already executed, etc and in such case it will not be binding on the owner to issue order to more than one bidder.** The bidder should not quote conditional rates related to quantity of work.

***14. The ANNEXURE 1, 2, 3, 4, 5, 6 & 7 are required to be submitted with the Bid and ANNEXURE 5 shall be submitted by successful bidder after placement of Work Order.***

**Dy. Manager ( F &A)  
EHVO&M Div-I, Pune**

**Executive Engineer  
EHV O&M Div-I, Pune**

## **SECTION –III**

### **GENERAL TERMS AND CONDITIONS F OF CONTRACT**

**1. SCOPE OF WORK :** The scope of work includes, the work of Double Jumpering Work (Bypass Jump) by Providing & Fixing of WEDGE Type Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.

The above said work shall be carried out as per mentioned in Schedule 'A' & 'B'. The detail specifications & scope of work is mentioned in Schedule 'B'.

**A) START DATE OF WORK:** Date of issue of work order will be considered as start date.

**B) CONTRACTUAL PERIOD:** 6 months from the date of issue of work order.

**2. SIGNING OF CONTRACT/ AGREEMENT:** The contractor shall enter into an agreement on Non Judicial Stamp paper amounting Rs.800/- (As per estimated Amount) with the MSETCL within 07 days from the date of receipt of the LOI. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim amount due or payable under the contract until the agreement is executed. The necessary stamp duty for the agreement shall be borne by the contractor.

**3. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT:** The contractor has to submit, Security Deposit @ of 10% of the Quoted / Contract (Work order) amount whichever is higher, by Online / NEFT / RTGS / D.D./ B.G./ fixed deposit in nationalized or scheduled bank within 07 days after acceptance of the LOI and before starting the execution of the work as per work order.

The validity of the DD / B.G. / F.D. shall be up to 90 days after due date of completion towards security for proper fulfillment of order and performance of the material / works.

The Security Deposit will be refunded within 90 days after completion of guarantee period & if applied within 03 months from the date of completion of the guarantee period as per work order. The Owner is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the work completion period.

Failure to furnish the Security Deposit within specified period shall entail to forfeiture of the EMD and cancellation of the Contract / Work Order.

The termination of the Contract on account of 'Contractor's default' shall not entitle the Contractor to reduce the value of the Security Deposit / Performance Guarantee nor the time thereof. The Security Deposit / Performance Guarantee shall be valid for the full value and for the full period of Contract including 90 days after guarantee period.

***Please note that, the % of SD/PBG Clause of the work order may be vary as per rules & guidelines issued by MSETCL / Govt from lime lo time. Some will be binding on you.***

**4. TIME THE ESSENCE OF CONTRACT:** The time stipulated in the Contract for the completion of works shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed

to.

**5. WORKMANSHIP AND MATERIAL:** The contractor should send his/her authorized personnel for the works. They should carry his/her authorization letter. The personnel should have thorough knowledge of the work to be carried out and should be aware of the allowable limits. They should carry a copy of the standards to refer in case of disputes at site.

The Engineer-in-charge shall have the right to demand the removal of any Technical personnel, skilled or unskilled worker who in his/her opinion are considered to cause bad workmanship in the execution of the work or to cause indiscipline.

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. All work shall be performed and completed in accordance with the best shop practice.

**A.** MOM, MRC & JMC of works shall be carried out jointly and signed by operating Officer & the Contractor.

**6. QUANTITIES OF MATERIL/WORKS :**

The quantities indicated in the Schedules are approximate and only indicative. The actual quantities may vary. The payment will be done for the actual quantity of work done.

**7. MSETCL DECISION FINAL:**

If any time question or difference arises between the contractor and operating officer the decision of Executive Engineer will be final and binding on both parties.

**8. TOOLS, PLANTS AND MACHINERY :**

The contractor shall have sufficient and adequate T&P with him. The authorized representative of the owner (MSETCL) will verify the work ability & availability of T&P owned by contractor. If the inadequacy is observed, contractor should comply all short falls and after written consent of EE he should start/commence the execution. The Contractor shall bring his/her all constructional tools, plant and machinery for this work. Plant and machinery which are available with the Company may be made available at the discretion of the Executive Engineer or his/her representative to the contractor on payment of hire charges as fixed by the Company. Such hire charges will be recoverable every month from the contractor's bills. No claim for compensation will be given by the Company for the delay caused to the works by the non-working of any machinery's tools and plants given to the contractor by the Company. The contractor shall employ skilled mechanics for the operation of the equipment hired to him by the Company and shall return the equipment in the same running condition as it was when handed over to him. Any damages to the equipment shall be made good by the contractor except normal wear and tear.

**9. PENALTY / LIQUIDATED DAMAGES :**

**A) Delay in execution of work:** If the contractor fails to complete the work in all respect in stipulated time as mentioned above, he will be liable to pay penalty at rate of ½ % per week subject to maximum limit of 10% of the total value of the order.

**B) Performance of work:** During the contract period, if it is found that performance of work is unsatisfactory, the contract is liable for termination by giving 3 days prior notice and at contractor's entire risk and the security deposit paid by contractor shall be forfeited.

C) **Delay in starting the work:** If it is found that the contractor fails to execute the agreement / Pay the Security Deposit / start the work within stipulated time period, the contract is liable for termination by giving 3 days prior notice and at contractor's entire risk and the EMD paid shall be forfeited.

**10. TERMINATION OF CONTRACT WITH RISK & COST :** If the contractor fails to complete the work fully or partly, within the stipulated period, the Company shall be at liberty, with prior notice of 3 days, to get the work done on account of and at the risk and cost of the contractor. MSETCL will prefer a claim for the difference in price and for all expenses whatsoever incurred in getting the same work. The said claim shall be recovered from any payment due to the Contractor from MSETCL, i.e. from bills or deposit or on any account; such expenses will also include 15% Supervision charges. The owner reserves the right to terminate/cancel the contract, in the event of the breach of contract in any respect or undue delay in execution of work/starting of the work.

**11. GUARANTEE PERIOD:** The contractor has to give the Guarantee of work & material used for 12 months from the successful work completion. Any defects developed during Warranty period should be rectified at the cost of contractor.

**12. OPERATING OFFICER:** - The Add.EE, LMSDN-I, Pune under EHV O&M Div-I, Pune, will be operating officer. The operating officer shall inspect the material and supervise the work, as per MSETCL standard.

**13. DRAWING APPROVAL/ INSPECTION OF MATERIAL:** The design and drawings for Wedge Connector & spacers suitable for 0.2 ACSR Conductor shall be submitted by the contractor to The SE, EHV O&M Circle, Pune, who will scrutinize the same and accord approval if found in order or suggest modifications as the case may be. After approval of drawings from MSETCL authorities, prior intimation should be given by the contractor to the Executive Engineer, EHV O&M Division-1, Pune, for carrying out inspection of material. The acceptance / type tests at the facility of OEM, will be witnessed by representative of The Executive Engineer, EHV O&M Dn-I, Pune. The contractor will arrange for proper to and fro transportation of the two persons of MSETCL for inspection.

After inspection DI will be issued by the Competent Authority for dispatch of material.

**14. PROCUREMENT OF MATERIAL: -**

**Conditions for procurement under various O&M works are as below:-**

**A)** In any e-tender, same product/same model should not be quoted by more than 01 (one) dealer/distributor/channel partner. The OEM should authorize only one dealer/distributor/channel partner for particular tender (This clause should be a part of tender specific Manufacturer's Authorization Form (MAF), Sample attached herewith.

**B)** In case, if any OEM authorizes more than 01 (one) dealer/distributor/channel partner to bid in a tender & all the authorized dealers/distributors/channel partners bid for same product/model, then the bids of all these authorized dealers/distributors/channel partners of said OEM shall be rejected in technical scrutiny itself.

C) In case, if authorized dealer/distributor/channel partner is participating in bid, then the OEM cannot participate for the same. Other way round, if OEM participates in tender, then his authorized dealer/distributor/channel partner cannot participate in the same tender Under such cases; bids of both OEM & its authorized dealer/distributor/channel partner shall be rejected in technical scrutiny itself.

D) In case of works related tenders (Supply & Installation etc.), where various supply items involve, then the above provisions i.e. (a), (b) & (c) will be applicable to all the major items (major by value & by technicality).

**15. JOINT MEASUREMENT / INSPECTION REPORT:** The Joint Inspection shall be done by the operating officer and the representative of the contractor before and after completion of work. Comments / Observations shall be invariably mentioned in the said report. The Report shall be signed by both, the operating officer as well as representative of contractor. The Report not signed by either MSETCL OR Contractor will be treated as invalid and No Payment against the work will be released.

**16. PACKING, FORWARDING & TRANSPORTATION:**

E) The Contractor shall be fully responsible for Packing, Forwarding and Transportation of material by rail ways or by any other authorized mode of transport, clearance of equipment and further transportation at site place of work / storage yard etc., in respect of material in his scope. No separate charges will be paid extra for packing, forwarding and transportation of material.

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

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

H) The all above activities are part of the stipulated time period of the contract.

**17. SUBMISSION OF TAX INVOICE:** The tax invoice shall be submitted to the Executive Engineer, EHV O&M Division-I, Pune as per Schedule 'A'. The bills must be submitted in Triplicate along with MOM & Joint measurement certificate signed by both parties & guarantee certificate. The Service Entry will be done by Add.EE, LMSDN-I, Pune. The payment will be effected by Division office accordingly, subject to availability of funds after receipt of the bills.

**18. PAYMENT TERMS:** Maximum 3 Number of Running Account bills are allowed, the submission of Tax Invoice as mentioned in Cl No. 17 above.

**19. MODE OF PAYMENT:** The payment will be disbursed vide RTGS / NEFT by Division office.

**20. DEDUCTION OF TAXES:** Statutory deduction of taxes will be deducted from the contractor's bill, as applicable.

**21. STATUTORY VARIATION IN TAXES AND DUTIES :**

**I)** In case any existing taxes or duties are enhanced or any tax or duty is newly introduced by Govt. applicable for this work with effect from the next day of first working day of the calendar month just previous to the month of due date of submission of the bid and if the Contractor is required to pay additional amount towards this tax or duty then the Owner shall reimburse the Contractor, at actuals, the additional tax or duty so paid by the Contractor against submission by the Contractor of documentary evidence to the satisfaction of the Owner. The breakup of prices & % of taxes and duties considered for quoting is to be given in a separate schedule other than price schedule specified in this bid specification. **Rates quoted without separate breakup of price schedule shall be treated as firm rates and no variation on account of increase in taxes shall be payable. However, in case of reduction in taxes / duties, the reduction in rate shall be worked out considering quoted price includes that particular tax /duty.**

**J)** The above provision is applicable for any reduction in duty or tax from the next day of the first working day of the calendar month just previous to the month of due date of submission of the bid. Accordingly you shall pass on the benefit due to reduction in taxes and duties etc. to the Purchaser.

**K)** If any statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable for this work takes place in the extended period of Contract, no claim for additional cost due to statutory variation shall be entertained by the Owner.

**L)** The claims against statutory variation, if payable, would be settled as reimbursement of payment at actual. While submitting such claims, the Contractor shall include documentary evidence to establish that the extra amount claimed by the Contractor due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

**22. PRICE VARIATION: The price variation is not applicable to this Tender in any case.**

**23.** The contractor shall always keep and maintain in order, First Aid Box as a safety measure for the labours.

**24. RECOVERY:** Whenever any recovery towards losses/damages/shortages etc. is applicable; the same shall be recovered from contractor's bill, as assessed by the owner or his representative / operating officer / Engineer-In-Charge. **Recovery other than mentioned in work order placed to contractor will be done after consent of both parties.**

**25. 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 such as war (declared or undeclared) quarantines, embargoes.

The party affected by 'Force Measure' shall within 15 days of the occurrence of such a cause notify the MSETCL in writing with sufficient documentary proof. The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by mutual agreement.

**26. SUBLETTING THE CONTRACT:** The contract or any part thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted, it shall be responsibility of the principal contractor to whom the work order originally issued to execute the works as per the terms of the contract.

**27. DETAILS CONFIDENTIAL:** 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 site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

**28. JURISDICTION:** All disputes, differences related to the tender contract shall be subject to the exclusive jurisdiction of Pune District Court.

**29. WORKMEN'S COMPENSATION UNDER Act – 1923 (VII of 1923):** You will be responsible for & 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 as per Principals under subsection (I) of Section 12 of said Act, 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 & crane etc. associated with the contract till the work are satisfactory completed. The company will not be responsible for any accident or loss, damage, theft, mishap. You will have to lodge, pursue & settle any or all such claims through Insurance Co. without involving MSETCL in the process.

**30. WORKMAN'S COMPENSATION INSURANCE:** This insurance shall protect the Contractor against all claims applicable under the Workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the Workmen's compensation Act 1948. The liabilities shall not be less than Workmen's Compensation as per statutory provisions

**31. LOSS OF MATERIAL:** Contractor will have to keep his material in safe custody at his end. The MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for contractor's staff will not be provided by the MSETCL.

**32.** 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.

**33. IDEAL LABOUR HOURS:** In case of suspension of work or delay in work due to any reason or stay order of the Court of Law etc., **no compensation will be paid by the MSETCL against idling of labours/ idling of machinery etc., during the period.**

**34.** In case of any dispute whatsoever, regarding interpretation of the terms and conditions, or quality, the decision of the Executive Engineer, EHV O&M Division I Pune will be final and binding on the contractor.

**35.** Notwithstanding anything stated here, all other Standard Terms and conditions prescribed by MSETCL, regarding supply and works, which are not specifically stated here, are also applicable to this contract and shall also form a part of the contract and shall be binding on

the successful bidder.

**36.** The undersigned reserves right to Accept/Reject/Cancel the above tender without assigning any reasons thereof. Irrelevant documents if attached the bidder may be liable for rejection which may please be noted.

**Dy. Manager (F&A)  
EHVO&M Division-I, Pune**

**Executive Engineer  
EHV O&M Division I Pune**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

Tender No:- EE/EHV/O&amp;M/DN-I/T/SRM/E-Tender-16/2024-25.

**Schedule "A"**

**SUB : SRM E Tender No.16 Fifth call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.**

SN	Particulars of Item	SAP Material No./Service No.	Total Qty	Unit	Rate including GST	Total Amount
<b>A</b>	<b>Material</b>					
<b>1</b>	Wedge Connector Suitable for 0.2 ACSR Panther Conductor		126	No	4616.51	581680.26
<b>2</b>	Supply of Spacer Suitable for 0.2 ACSR Conductor ( Spacers (C1a) 330 mm spacing)		126	No	1594.91	200958.66
<b>B</b>	<b>Services</b>					
<b>1</b>	Fixing of wedge Connector to Jump/conductor of 0.2 ACSR Panther Conductor		126	No	1168.2	147193.20
<b>2</b>	Fixing of Spacer Suitable for 0.2 ACSR Conductor (Replacement of Twin Rigid spacer for jumper suitable for 525SqMM conductor)		126	No	2849.59	359048.34
<b>Total -Rs.12,88,880.00/-</b>						
<b>In words (Twelve lakh Eighty Eight Thousand Eight Hundred Eighty Rupees Only.)</b>						
Conductor will given by MSETCL as available in Store.						
<b>Note- The quantity is tentative &amp; may vary. Payment will be made on actual measurement basis.</b>						

**Dy. Manager(F&A)**  
EHV O&M Division I Pune

**Executive Engineer**  
EHV O&M Division-I, Pune

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**Tender No:- EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25.**

**Schedule “B” - SCOPE OF WORK & SPECIFICATION**

**SUB :** SRM E Tender No.16 Fifth call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.

1. Wedge Connectors must have boltless design as well as there should not be any Nut, Bolt, Clamping, Tightening, Compression activity requirement during installation.
2. Wedge connector members - tapered 'C' shaped spring member and wedge should be made from special aluminum alloy of high ductility and electrical conductivity. When installed, it will provide a tenable electrical and mechanical connection for solid or stranded conductor combination including 0.2 ACSR conductor.
3. The dimensions for the wedge shall be manufactured to close tolerances to ensure repeatability and reliability of the connection.
4. All sharp edges and burrs shall be removed.
5. The wedges shall be burnished to achieve optimum surface roughness for electrical contact.
6. The wedge terminal shall have back up conductor cleaning capability during application. The Wedge Terminals should ensure stable & low contact resistance under varying load conditions & the thermal cycling effects.
7. The following Type Tests reports shall be submitted for Wedge connector suitable for 0.2 ACSR conductor to 0.2 ACSR conductor as per IS:5561 2018 (latest revision).
  - A) Dimensional verification
  - B) Pull out strength test (Product should not get fail when steady load increase to 110 kgf and held for 1 minute).
  - C) Resistance test (< 110% of the resistance without connector)
  - D) Temperature rise test (For 0.2 to 0.2, test should be performed at 520 AMP or above load, temperature should be < 40° C.
  - E) Short circuit current test (for 25 kA for 3 Second with initial peak of 62.5 kA).
  - F) Visual corona (Corona extinction voltage should be more than 156 kA AC).
  - G) RIV test (Measured RIV should be below 1000µV at specified test voltage).

08) Successful bidder have to offer inspection for finished product minimum 15 days in advance with routine test reports applicable as per IS:5561. All acceptance tests as per IS 5561 2018 (latest revision) shall be carried out during inspection by MSETCL inspector as per the sampling criteria specified in IS. Additionally, one sample of each offered item shall be subjected to Chemical Composition test from offered lot for inspection. For retest, guideline specified in IS:5561 2018 (latest revision) shall be followed. No material shall be dispatched without inspection or dispatch instruction issued by MSETCL.

13) Type tests shall be considered valid for the period of Ten (10) years & shall be valid as on last date of submission of bid.

09) Bidder shall submit valid type test reports before execution of work. The bidder has

to submit all type test reports as stated for the offered item. In case of non-submission / partial submission or type test reports of which validity is over, the bidder shall submit pending type test report/s from NABL accredited/Government Laboratory, in the event of an order, before commencement of supply without affecting delivery schedule, free of cost to MSETCL. Confirmation for above shall be invariably submitted along with technical bid. Furthermore, purchaser reserve right to select the sample from Manuf. Works & recommend the NABL lab to carry out type tests in case of non-submission/ partial submission or type test reports of which validity is over.

10) Bidder have to submit detailed drawing including all important dimensions, material grade, ratings etc. & detailed QAP including raw material stage to finished product inspection stage wise check points & get approval from CA.

11) MSETCL reserve right to conduct any testing out of the tender testing reference mentioned in the tender on any sample delivered by the bidder at any NABL accredited laboratory located within India.

12) Expense of the testing & inspection will be under scope of bidder

**Executive Engineer  
EHV O&M Division-I, Pune**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**Tender No:- EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25.**

**Schedule “C”**

**SUB :** SRM E Tender No.16 Fifth call for Double Jumpering Work (Bypass Jump) by Providing & Fixing of Wedge Connector for various 132 kV Line under LMSD-I, Pune under EHV O&M Division-I, Pune.

<b>SN</b>	<b>Name of Line</b>	<b>Total number of Towers</b>
<b>1</b>	132 kV Ganeshkhind Chinchwad line	15
<b>2</b>	132 kV NCL Kothrud line	6

**Dy. Manager(F&A)**  
**EHV O&M Division I Pune**

**Executive Engineer**  
**EHV O&M Division-I, Pune**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.****EHV O&M Division I, Pune.****ANNEXURE-1****Tender No: - EE/EHV/O&M/DN-I/T/SRM/E Tender-16/2024-25****PARTICULARS OF THE CONTRACTOR**

The tenderer is required to give complete details of the firm represented by him as a contractor tendering for this work. They should furnish actual and complete details about them in MSEB / MSETCL or other Departments. This will be considered for finalizing the tender. Hence it is requested to submit attested Xerox copies of satisfactory work completion certificates.

**“PROFORMA”**

- 1. Name and registered address of the Contractor:**
- 2. Particulars of registration and class in which registered if any**
  - a) In B&C Department:**
  - b) In Railways:**
  - c) In other Dept. if any:**
- 3. Reference regarding the contractors past work performance shall be submitted.**

<b>Sr. No.</b>	<b>Name of the Department</b>	<b>Name of the work Executed</b>	<b>Value of the work executed</b>	<b>Work completion time.</b>

**4. Work in hand/ under execution:**

<b>Sr. No.</b>	<b>Name of the Department</b>	<b>Name of the work under Execution</b>	<b>Value of the work order</b>	<b>Target time for Work completion.</b>

- 5. Any other information the contractor would like to furnish in favor consideration of tender.**

**Signature of the Tenderer**  
**Along with Seal**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division I, Pune.**

**ANNEXURE 2**

**Tender No: - EE/EHV/O&M/DN-I/T/SRM/E /Tender-16/2024-25**

**DEVIATION FORM SPECIFICATION.**

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Sr. No.	Clause No.	Details of Deviation with justification.
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**Signature & Seal of Tenderer.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division - I, Pune.**

**ANNEXURE-3**

**LETTER TO THE EXECUTIVE ENGINEER**

**To,  
The Executive Engineer  
MSETCL  
EHV O&M Division - I  
Pune.**

**Sub:- Consent for tender conditions.**

**Ref.:- EE/EHV/O&M/DN-I/T/SRM/E-Tender-16/2024-25.**

**RFX No-**

Dear Sir,

Having examined the specifications of the tender together as above with the accompanying schedules, Annexures, the general terms and conditions of the contract, the instructions of the tender applicable to MSETCL's work contract there in referred to, I/We hereby do agreed with it and have no doubt / objection regarding the tender and its conditions and instructions and hence I/We hereby offer to carry out the works described in the tender documents and the said specifications schedules.

I / We hereby agree to execute the works; mentioned in the above tender and guarantee the performance of our works in full confirming to your specifications and in accordance with the terms and conditions of the tender which I / We have read carefully and thoroughly and understood the same; at the rates herein tendered by me/us.

Thanking You

Date:

Place:

Yours Faithfully  
(Signature of the Tenderer with seal)

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division - I, Pune.**

**ANNEXURE-4**

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

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

As on date of submission of this tender, I / We hereby declare that My / our Firm is not Debarred / Blacklisted anywhere by any Government / Semi-Government / Other Power Utilities. 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 anywhere by any Government/ Semi-Government / Other Power Utilities, My / Our Offer is liable for rejection at any stage of Tendering process.

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

**Authorized Signatory  
Seal of the Firm**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division - I, Pune.**

**ANNEXURE -5**

**FORMAT OF AGREEMENT**

This agreement made at **Pune** on dtd. \_\_\_\_\_ between M/s. \_\_\_\_\_ (here in after referred to as 'the Contractor' which expression unless excluded or repugnant to the context shall include its successors or permitted assigns) on the one part and the Maharashtra State Electricity Transmission Co. Ltd. (hereinafter referred to as 'the Company' which expressing shall unless excluded or repugnant to the context include its successors or assigns) of the other part. Whereas **Executive Engineer, M. S. E. T. Co. Ltd., EHV O & M Division-I, Pune** invited offer according to the powers delegated to him as per rules **Work Order for**

\_\_\_\_\_ under **EHV O & M Division-I, Pune**. Hereinafter referred to as the said work) in accordance with the terms and conditions. Specifications connected thereto have been accepted by the **Executive Engineer, M.S.E.T.Co. Ltd., EHV O & M Division-I, Pune** on behalf of the 'Company' being the Competent accepting authority and in pursuance thereto a contract is included with 'the Contractor' on the terms and conditions specified in the rate order bearing reference. **W. O. No: EE/EHV O & M Dn.-I/PUNE/Tech./\_\_\_\_\_dtd.** \_\_\_\_\_ and more exhaustively described in the printed booklet,' Original Tender and contract for \_\_\_\_\_ and connected schedule thereto forming part of the tender documents submitted by the contractor.

**NOW THIS AGREEMENT WITNESSETH AND ITS IS HEREBY AGREED AND DECLARED AS UNDER :**

In consideration of the value of the (Work's contract) viz. **Rs. \_\_\_\_\_/- (Rupees**

\_\_\_\_\_ **only)** placed with Contractor on terms and conditions specified in the contract. The contractor hereby covenants with '**The Company**' that he shall and will do and perform all works and this under the contract mentioned and described under the said specifications and also which are implied there from or may reasonably be necessary for the due completion of the '**said work**' within and at such time and in such manner and subject to the terms and conditions and stipulations contained and applicable in this contract and '**the Company**' shall arrange to pay the contractor, all the sum of money as and when due and payable to the contract under the provisions of this contract.

**AND DECLARES FURTHER THAT**

The contractor shall hereby undertake the said works **Work Order for**

\_\_\_\_\_ under **EHV O & M Division-I, Pune**. their works in a complete and its manner as more clearly described under the scope if the work together with all auxiliary and connected works under this contract. The Contractor shall indemnify 'the Company' from all claims against any injury caused to any person whether workmen or not, while in or upon the works of the site and 'The Company' shall not be found to defend any claim brought under the "**The Workmen's Compensation Act**" and The Contract shall be liable for all such claims as more clearly described in the several conditions of contract. The validity of this agreement

shall stretch over the entire period of the said contract, including authorized/approved extensions, if any from the date of its issue.

For M/s. \_\_\_\_\_

\_\_\_\_\_  
**Proprietor**  
**Signature of the Contractor**

Duly constituted for and on behalf of the contractor in the presence of

<b>Full Name</b>	<b>Signature</b>	<b>Designation</b>
1) _____	_____	_____
2) _____	_____	_____

**Signed and delivered by**

\_\_\_\_\_  
**Executive Engineer**  
**MSETCL, EHV O & M Division-I, Pune.**

in the presence of

<b>Full Name</b>	<b>Signature</b>	<b>Designation</b>
1) _____	_____	_____
2) _____	_____	_____

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division - I, Pune.**

**ANNEXURE 6**

**MANUFACTURER'S AUTHORIZATION FORM (MAF)**

To.  
The Executive Engineer,  
MSETCL, EHV O&M Div-I, Pune

Subject: Tender specific Manufacturer's/OEM Authorization Form:

**Ref. Tender number:** \_\_\_\_\_

Dear Sir,

This is with reference to tender & subject, we, OEM, certify that M/s -----  
(Name of Bidder), having their registered office at----- (Address of Bidder) our  
authorized exclusive partner to bid against your tender.

We confirm that M/s----- (Name of Bidder) is authorized to submit a  
bid  
process the same further and enter into a contract with you against your requirement as contained  
in the tender documents for the tendered item manufactured by us. We further confirm that M/s---  
----- (Name of Bidder) is the only dealer authorized by us to quote the offered model-  
----- (Model Number of equipment) against the subject tender.

As OEM, we assure to provide support & services to ----- (Bidder Name)  
for following quoted products till the contract completion period. We also hereby confirm that we  
would be responsible for the satisfactory working of all equipment purchased by us and the spares  
for the equipment shall be available for at least 10 (Ten) years from the date of supply of  
equipment. So we, OEM, hereby undertake that all the components/ parts/ software used in our  
products shall be original & new and no refurbished/duplicate/second hand  
components/parts/software are being used or shall be used in future.

We further confirm that our equipment will provide ----- years of warranty against  
manufacturing defect and will be repaired by our authorized repair centre-----  
----- (Address of Service Centre)

Yours faithfully,  
(Authorized Signatory)  
Name, Signature & Seal/Stamp of the OEM  
Place:-  
Date:-  
Note:-

- This MAF should be on the letterhead of the manufacturer and should be signed by Day competent and having the power of attorney to legally bind the manufacturer it should be included by the Tenderer in its tender.
- The OEM should authorize only one dealer/distributor for particular tender.
- No modification in the existing format is allowed. Bidder making any modification in the given format shall be summarily rejected.

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M Division - I, Pune.**

**ANNEXURE 7**

**PROFORMA OF JOINT UNDERTAKING BY THE COLLABORATOR /ASSOCIATE ALONGWITH THE BIDDER**

(On Non-judicial stamp paper of appropriate value)

THE DEED OF UNDERTAKING executed this.....day of ..... (month) Two thousand ..... by a Company incorporated under the laws/LLP/firm/Proprietorship.....( **Collaborator/ Associate**)..... and having its registered office at..... (hereinafter called the collaborator/"Associate" which expression shall include its successors, executors and permitted assigns) and ..... "**Bidder"/"Contractor"** which expression shall include its Successors, executors and permitted assigns) in favour of Maharashtra State Electricity Transmission Co. Ltd: having its Registered office at Mumbai,(hereinafter called the "Owner" which expression shall include its successors, executors and assigns).

WHEREAS THE OWNER invited bids as per its specification **TENDER NO. ....** AND WHEREAS clause 3.0 of Section I , Part-I interalia stipulates that the Bidder along with its Collaborator/ Associate must fulfill the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the contract in the event the bid is accepted by the Owner resulting in a "Contract". AND WHEREAS the bidder has submitted its bid to the Owner vide Proposal No..... dated ..... based on the Collaboration/Association of the Collaborator/ Associate.  
NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

- 1) In consideration of the award of Contract by the Owner to Bidder (hereinafter referred to as the "Contract") we, the Collaborator/Associate and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the Maharashtra State Electricity Transmission Co. Ltd; (Owner) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, erection, testing and commissioning including civil works and successful performance of the tendered work in accordance with contract specifications.
- 2) In case of any breach of the contract by the Contractor, we, the Collaborator/ Associate do hereby agree to be fully responsible for successful performance of the Contract and undertake the Contract in order to discharge the Contractor's obligations stipulated in the contract. Further if the Owner suffers any loss or damage on account of any breach in the contract, we the Collaborator/ Associate and the Contractor jointly and severally undertake to pay such loss or damage to the Owner on its demand without any demur. This is without prejudice to any rights of the Owner against the Contractor under the contract and connected documents/guarantees. It shall not be necessary or obligatory for the Owner to proceed against individual Collaborator/ Associate before proceeding against the while dealing with the Contractor, nor any extension of the time or any relaxation by the Owner to the Contractor shall prejudice any rights of the Owner under the deed of undertaking against the Collaborator/ Associate or the Contractor.
- 3) Without in anyway affecting the generality and total responsibility in terms of this deed of Undertaking, the Collaborator/Associate in particular hereby agrees to depute their technical experts from time to time to contractors works/Owner's project site as mutually considered necessary by the Owner, Contractor and the Collaborator/ Associate to ensure proper design, manufacture, erection, testing and successful performance of the material package in accordance with contract specifications and if necessary the Collaborator/Associate shall advise the Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 4) The financial liability of the Collaborator/Associate to MSETCL (Owner) with respect to any and all claims arising out of the performance or non performance of the obligations set forth in this Deed of Undertaking read in conjunction with the relevant provisions of the contract, shall however, be limited to the extent of 100% price of the supply portion as established in the contract awarded by the Owner to the Contractor in terms of the Contract and this Deed of Undertaking.
- 5) This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the

courts in Pune shall have exclusive jurisdiction in all matters arising under the Undertaking.

6) –DELETED-

7) We, the Collaborator, Associate and the Bidder/ Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this Undertaking shall continue to be enforceable till the Owner discharges and it shall become operative from the effective date of the contract. IN WITNESS WHEREOF the Collaborator/Associate and the Bidder/ Contractor have, through their authorized representatives, executed these presents and affixed common seal of their respective Companies, on the day, month and year first above mentioned.

WITNESS

1. ....For Collaborator/Associate

(Signature)

.....(Signature of Authorised Representative)

(Name)

..... (Official Address) (Name)

.....

(Designation)

Common Seal of the Company

2. ....For Bidder/Contractor

(Signature)

.....

(Name in Block Letters)

.....

(Signature of the Authorized Representative)

.....

(Official Address)

.....

(Name)

.....

(Designation)

Common Seal of the Company