

	<p>MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO LTD CIN no. U40109MH2005SGC153646 Office of the EXECUTIVE ENGINEER EHV O&M DIVISION, Pimpri-Chinchwad Near 220 KV S/S Chinchwad Bijlinagar, Chinchwad, Pune – 411 033. Email ID :- ee61b0@mahatransco.in (CIN No. U40109MH2005SGC153646)</p>	
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No.: EE/PCDN/Pune/Tech/ 981

Date: 13.09.2024

Subject: - SRM Re E-enquiry for the work of Supply & Installation of Bird Flight Diverter with LED Lights at identified stretches of 220 kV transmission lines & 220kV Flagship substations under EHV O&M Division, Pimpri-Chinchwad. (RFx No.7000033379).

Dear Sir,

Online bids are invited in two bid system for SRM re E-enquiry in r/o the work of Supply & Installation of Bird Flight Diverter with LED Lights at identified stretches of 220 kV transmission lines & 220kV Flagship substations under EHV O&M Division, Pimpri-Chinchwad Pune **on or before 21.09.2024 at 10:00Hrs** on following Terms and Conditions: -

TERMS AND CONDITIONS

Submission of bid:

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

A. Techno –Commercial bid:

This should contain following valid documents certificates to be uploaded as a proof of qualifying pre-requisites, brochures, etc.

1.Scanned copy of EMD & Tender Fee receipt should be submitted.

The firm/bidder has to pay E.M.D., irrespective of S.R.M. system asks for the same or not in following cases:

- a) If the SSI/NSIC Certificate is not valid on date of submission of bid.
 - b) If SSI/NSIC certificate do not indicate Material/Service required against present Tender.
 - c) If Turnover or Manufacturing Capacity exceeds the limit indicated in SSI/NSIC certificate specified by the concerned Authority to avail the benefit of EMD exemption.
- If required EMD is not paid by the firm/Bidder, the offer is liable for rejection

2. Valid copy of PAN card.
3. Valid copy of GSTIN registration.
4. I.T return for latest three financial years (fy.2021-22,2022-23,2023-24)
5. Valid shop act & establishment registration or NOC of Grampanchayat or Udyog Aadhaar certificate.
6. Valid Electrical contractor (registration) License.
7. Drawing, make & all technical specifications issued by SC committee in consultation with CEA
8. NABL test reports of the product/offered type of Bird Diverter from Indian NABL accredited laboratory prior to bidding as per the specifications issued by CEA. The valid type test report will have to be submitted along with the bid document.
9. Letter of the authorization/dealership of any make of the product
10. Email Id and address of the manufacturer of the product.
11. Sample product approved by the MSETCL, (*No document to be attached by the bidder. All bidders have to provide their sample Product (either by currier or personally) to reach till 25.09.2024 at the address of the office of the Executive Engineer, EHV O&M Dn Pimpri Chinchwad Pune near 220 kV Chinchwad S/s , Bijlinagar, Pune-411033. Sample material will be checked by a committee of this office & further a technical qualification of bidder will be done by this office upon approval of sample. The approval for the sample will be one of the qualifying criteria for technical bid. The Price bid of qualified bidder will be opened accordingly.*)

If any of above document is not uploaded or found not as per TQR in techo commercial bid such bid will be rejected.

All General/Technical/Commercial Terms and conditions of the contract of the company are applicable to this contract.

B. Commercial bid: -

Bidder should upload the digitally signed price bid under commercial bid online.

1. Techno-commercial bid will be opened online for all received bids. After verifying the all documents /certificates submitted in techno commercial bid for prequalification as mentioned above, if it is found that, the tender fulfills the desired prerequisites; the Price bid will be opened online. If the same is not found to be meeting the prerequisite, the commercial bid shall not be opened. Tenders with incomplete details or not submitted in prescribed tender form etc. are liable to reject.
2. This office reserves all the rights to reject any or all tenders without assigning any reasons thereof.
3. **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**

4. The technical documents should be uploaded in the Technical bid & Commercial documents /offer/price bid should be uploaded separately. In case both Technical & Commercial bid are uploaded in one file wrongly, the offer will be rejected.

C. Terms and Conditions

1. **AGREEMENT:** - Bidder will have to execute the agreement bond with the Executive Engineer, EHV O&M Division Pimpri Chinchwad, Pune on stamp paper of 500/- within 15 days from date of issue of LOI. The cost of stamp paper will be borne by the contractor. After submission of agreement, the contractor will be called for scheduling the date of signing & execution of agreement in the office of Executive Engineer, EHV O&M Division, Pimpri Chinchwad, Pune. Until the agreement is executed, the MSETCL will not be liable to pay nor shall the bidder be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by the bidder.
2. **SECURITY DEPOSITE:** - Bidder will have to pay **Security Deposit of 10% of the work order value** within 7 days from the date of issue of LOI in the form of FDR/B.G. of any Nationalized/ scheduled Bank in the favor of “MSETCL” at the office of The Executive Engineer, EHV O&M Dn Pimpri Chinchwad Pune, valid for one year or online payment NEFT/RTGS. If you fail to do so, the SD will be recovered from your first bill with interest as per SBI PLR 18%. The Security deposit will be refunded only after satisfactory completion of the guarantee period. Also, you will have to apply for refund of SD within 6 months after completion of guarantee period. If you fail to apply within stipulated period, the action as per CO’s rules will be taken.
3. **VALIDITY:** validity of the order is upto one year from the date of issue of order or exhaust of order amount whichever is earlier.
4. **WORK EXECUTION SCHEDULE & COMPLETION PERIOD:-**
 - a) The work should be executed strictly as per Schedule ‘A’ within Six (06) months from date of handing over of site and as per instruction of concern Engineer Incharge.
 - b) The execution of work is to be planned & should be carried out in consultation with the Executive Engineer or his representative and as per Schedules “A” strictly by following the standard practices, processes & methods of MSETCL.
 - c) The contractor should co-ordinate with the concerned Line/Substation Incharge for outages for execution of the work. The necessary outages will be arranged by concerned Line/Substation Incharge.
5. **SUPPLY OF SPARES/ MATERIAL:**
 - a) Required material shall be supply immediately at site as per work call from concern Line/Substation Incharge. The material to be supplied shall be new, manufacturer standard make and as per Schedule ‘A’ with guarantee of 5 years and should be inspected by concern Engineer Incharge before starting the work.

- b) If the quality of material/ spares is not found satisfactory, then said material is liable to be reject.
- c) The material/equipment to be supplied shall be procured as per the drawing and approved sample.

6. DISPATCH INSTRUCTION:

The contractor will have to supply the material to the office of the Line Maintenance Division and 220kV Flagship Substation under EHV O&M Division, Pimpri Chinchwad.

7. PACKING/ HANDLING & TRANSPORTATION OF MATERIAL:

- a) The contractor should be fully responsible for packing, forwarding & transportation of material by any other authorized mode of transport, clearance of equipment & further transportation of site place to work/ storage yard, etc. in respect of material in contractor's scope.
- b) The contractor should pack & crate all material in such a manner as to protect them from deterioration & damage during rail/ road or any other authorized mode of transfer. The contractor should be held responsible for all damages/ losses.
- c) The contractor should notify the owner regarding date of each shipment from their/ manufacturer works. They should give all shipping information concerning the weight, size & contents of each packing including any other information the owner may require.

8. PENALTY:

- b. **Performance of work:** If it is found that performance of work is unsatisfactory, or not as per norms of MSETCL, the contract is liable for termination at any stage of work without giving any prior notice and at contractor's entire risk & cost. The security deposit paid by the contractor shall be forfeited in that case.
- b. **Delay in execution of work:** In case of delay in execution of work beyond work completion period, penalty @ ½ % per delayed week, maximum to 10% of order amount shall be levied on contract value. If the work is not carried out in the stipulated period, the works will be got done departmentally or through any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.
- c. **Penalty for partly completion of work:** In case the contractor fail to complete the work entrusted, partly or fully, the balance work will be carried out through other agency and difference in cost will be recovered from contractor's bill and S.D. & the over & above balance shall be recovered from contractor or else penalty will be charged, **maximum** up to 10 % of order value whichever is higher.
- d. To impose penalty in above (a), (b) & (c) case, for execution of work is discretion of respective Sub-station Incharge under EHV O&M Division, Pimpri Chinchwad with due justification.

10. GUARANTEE:

The work as a whole shall be guaranteed for trouble free service for period of 5 years from the date of final acceptance of the work by concern incharge. All the bird diverters should be guaranteed/warranted period of at least 5 years. The guarantee/warranty shall cover all components of the bird diverter. Any defect/damage/failure, if noticed during the guarantee/warrantee period, the diverter shall be liable for replacement. If supply material found defective due to bad design or workmanship that should be replaced by the contractor free of cost immediately or otherwise same will be deducted from your bill/ S.D. All costs for the repair and/ or replacement of defective parts such as dismantling, re-erection, supply, transportation, etc. shall be to the account of the Contractor.

12. **SUBMISSION OF BILLS / PAYMENT OF BILLS:** The tax invoice/ if applicable E-Invoice along with Guarantee/ warrantee Certificate, JMC/ MOM, MRC/ Gate pass/ Delivery challan signed by both parties & advance revenue stamp receipt should be submitted in triplicate to the concern Engineer incharge. Please quote PAN No. on the bill with bank details for RTGS/ NEFT Payment. The service entry of the bills will be done by concerned incharge in SAP. Scrutinizing & auditing will be done at Division Office. Payment will be effected within reasonable time & as per availability of funds at Division Office.

13. **RISK & COST:** - MSETCL does not take any risk and will not pay any compensation for fatal/ non-fatal accidents to persons deployed by the contractor for the work, while carrying out the work under contract nor anything will be paid towards damages to the contractor vehicle/T&P etc. If any accident occurs to any of worker/ Supervisor/or outsiders during the work, the same will be on the contractor's account & if any expenditure is done towards medical aid that can be recovered from the contractor bill. MSETCL will not be responsible for such accident/ compensation payment etc.

The works whether fully completed or incomplete, all the materials, machinery, T&P temporary building, and other things connected therein shall remain at the risk and in the sole charge of the contractor until the completed work has been handed over to the Engineer In-Charge and till completion certificate has been obtained from the Engineer In-Charge. Until such handing over of the completed work, the contractor shall at his own risk & cost take all precautions reasonably necessary to keep all the aforesaid works and other things connected therewith, free from any loss or damage. In the event of the same or any part thereof being lost or damaged, he shall reinstate and make good such loss or damage, at his own cost & risk.

14. **INSURANCE AND PAYMENT OF CONTRACTOR PERSONNEL:** Personnel employed by the contractor for execution of this contract shall be under Workmen's Compensation Act as required under the relevant provisions of the Contract (Labour/ Regulation and Abolition) Act 1979. It is whole responsibility of the contractor.

15. **SAFTY:** The contractor should ensure the safety of all the workmen, materials and equipment at work site. The contractor will be responsible for providing of all safety notices and safety equipment required. M.S.E.T.C.L will not be responsible for any accident or damages thereof due to contractor's worker's negligence on non-observance of our instructions. The contractor has to bear the compensation to their worker's in case of any accident.
16. **IDLE LABOR HOURS:** In case of suspension of work, or delay in work, non-sanction of outage due to any reason or stay order of the Court of Law no compensation will be paid by the Company for idle labors /idle machinery etc., for that period.
17. Any breakage/damage occurred to MSETCL material/ Equipment / theft of material if any, asset during the work shall be recovered from the contractor bills as per rules.
18. The contractor will not be entitled to claim any interest on amount payable to them.
19. **LOSS OF MATERIAL:** The contractor will have to keep their material in their safe custody. MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for the contractor's staff shall not be provided by the MSETCL.
20. **TOOLS AND PLANTS:** All kinds of Tools, plants, Tackles and machines etc., are to be arranged by the contractor at their cost. Company will not spare anything on this account.
21. **HOUSING & ACCOMMODATION:** The contractor will have to make their own arrangement for the housing of their staff and labours.
22. **SITE CLEARANCE:** The contractor should, during the progress of work, keep the site reasonably free of all unnecessary obstruction and shall store the material neatly so as not to cause any obstruction for normal working / operations.
23. In case of any conflicting instructions or any difference of opinion about any point or in case of any dispute about this tender specification/contract/ work order for interpretation of any of the clause/terms conditions of this contract, the decision of the Executive Engineer, EHV O&M Dn Pimpri Chinchwad Pune about the interpretation of any terms and conditions will be final and binding on the contractor.
24. **SUBMISSION OF BILLS / PAYMENT OF BILLS:** The tax invoice/ if applicable E-Invoice along with Guarantee/ warrantee Certificate, JMC/ MOM, MRC/ Gate pass/ Delivery challan signed by both parties & advance revenue stamp receipt should be submitted in triplicate to the concern Engineer Incharge. Please quote PAN No. on the bill with bank details for RTGS/ NEFT Payment. The service entry of the bills will be done by concerned Substation incharge in SAP. Scrutinizing & auditing will be done at Division Office. Payment will be effected within reasonable time & as per availability of funds at Division Office.
25. **TERMINATION OF CONTRACT:-** The undersigned reserves the right to accept or reject the tender in part or full. The undersigned reserves the right to terminate the contract at any

time during the contract period by giving appropriate notice of 7 days without assigning any reasons, if it is found that the contractor is not able to cope up with or discharge duties satisfactory/or not able to execute the work as per the order conditions. The discretion of the contract operating authority shall be final & binding on the contractor.

26. **TAXES:-** Income Tax & all other applicable taxes will be deduced as per prevailing rates from the contractor's bill, as per rule, if applicable. GST Number should be mentioned on the bill.
27. **HINDRANCE OF WORK:-** If the work has to be suspended due to any reason, shut down etc., the MSETCL shall not pay any compensation/ damage to the contractor towards items like labor, idle machinery, vehicle etc. however in such cases the contractor will be paid for the actual work executed by them under the supervision & measured by concerned engineer.
28. **SUB- LETTING OF CONTRACT:** The contract or any part thereof shall not be assigned, transferred, or sublet.
29. **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) Priorities, Guarantees Embargoes etc.
 - c) 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.
 - d) Non availing/ non approving of outage due to system constraints.
30. **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** All other Standard Terms and conditions prescribed by M.S.E.T.C.L., regarding supply and work, which are not stated here, are also applicable to this contract.
31. **JURISDICTION:** All disputes or differences arising under out of or in connection with this contract, if concluded, shall be subject to exclusive jurisdiction of PUNE Court only.

If the above terms & conditions are acceptable to you then please acknowledge the receipt of this order alongwith acceptance within 7 days from the receipt of this office order, if the same is not received, this order will be treated as accepted

Yours faithfully,

Sd/-

Executive Engineer
EHV O & M Division, Pimpri Chinchwad

Copy to:

1. The Dy. Manager (F&A), Dn Pimpri-Chinchwad, Pune.
2. Notice Board

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED,
EHV O & M DIVISION, PIMPRI CHINCHWAD, PUNE.**

SCHEDULE 'A'

Sub:- Work of Supply & Installation of Bird Flight Diverter with LED Lights at identified stretches of 220 kV transmission lines & 220kV Flagship substations under EHV O&M Division, Pimpri-Chinchwad

Sr No	Particular	Unit	Quantity	Total unit Rate (Rs.)	Total
A	Supply Part				
1	Bird Flight Divertor with LED light as per the Technical specifications for BFD issued by SC committee in consultation with CEA	EA	161	5125.92	825273.12
B	Service Part				
2	Fixing of Bird Flight Divertor with all accessories	EA	161	1049.02	168892.22
	Grand Total				9,94,165
	Rs. Nine Lakhs Ninety Four Thousand One Hundred & Sixty Five Only (including all taxes)				

Note:

1. Above rates are inclusive of taxes & duties (GST).
2. The measurement will be recorded as per actual execution of work only.
3. The rates indicated are inclusive of to and fro charges of manpower & transportation of required material from your site to MSETCL site.

Sd/-

**Executive Engineer
EHV O & M Division, Pimpri Chinchwad**