



Maharashtra State Electricity Transmission Company Limited
CIN No. U40109MH2005SGC153646

Office of The Executive Engineer,
500KV HVDC TL (O&M) DIVISION,
Plot No. 150, Mahada Colony, Ambad Choufully, Ambad Road, Jalna-431203 (Maharashtra) Contact No. 02482– 225513
E - mail: ee7310@mahatransco.in URL: www.mahatransco.in

Tender (RFX) Form tender no. EE/500 KV/HVDC TL(O&M)/DN/JLN/Tech/ T-6/2024-25 (1st Call)

No.	Particulars	Description
01	RFX No.	7000033862
02	Details of Work	Services work of tower base and leg cleaning for 500 kV Chandrapur-Padghe HVDC line under the Jurisdiction of Jalna Division for the FY 2024-25.
03	Estimated Cost	Limited to INR 5,00,000/- (inclusive of all taxes)
04	Earnest Money Deposit	INR 5,000/-
05	Online Downloading	00:00 hrs. of 04.10.2024
06	Online Submission	10:00 hrs. of 11.10.2024
07	Online Opening	10:15 hrs. of 11.10.2024 (If possible)
08	Fees	Non Refundable INR 590/- (inclusive of all taxes)

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

Contact –

1. The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna.
E mail – ee7310@mahatransco.in
2. The Assistant Engineer (Charge), 500 kV HVDC TL (O&M) Division, Jalna. Contact No.
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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, valid 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 assignees 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.
07	Works: - Shall mean the design engineering, manufacturing (wherever applicable), materials erection, commissioning of various equipment & material as detailed in the bidding documents.
08	Site: - Site shall mean the whole of the premises, Sub-Stations, Lines, ROW of Lines, buildings and grounds in or upon which the work or works is or rate be provided, executed, erected, done or carried out.
09	Manufacture’s works or contractor’s works shall mean the place of work used by the Manufacturing, the Contractor, or subcontractor for the performance of the works.
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.
11	Commissioning: - The Commissioning shall mean the first successful operation the equipment after all initial adjustments, trials etc. cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use.
12	Guarantee period:- The Guarantee period shall mean the period during which the contractor shall remain liable for repair, replacement of and defective part of the works including all associated activities of dismantling / re-erection etc. performed under 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

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	'The bidder' should have successfully completed work order(s) for similar kind of works such as tower leg base cleaning or tree cutting or tower leg earthing for 400kV lines or above along with its experience/ work completion/ performance certificate(s) in MSETCL or any other Transmission utility in India from any one of the following i.e. A / B / C to qualify technically for the said RFX.
A	Single (01) work order – of 80 (Eighty) % or more than that of estimated cost of this RFX
B	Two (02) work orders – each of 40 (Forty) % or more than that of estimated cost of this RFX
C	Three (03) work orders – each of 30(Thirty) % or more than that of estimated cost of this RFX
6	The work order(s) (mentioned in Sr. No. 5 of the above) should have been issued on or after 01stApril 2019 .
7	The performance / experience / work completion certificate(s) (mentioned in Sr. No. 5 of the above) shall be issued from the officer not below the rank of The Executive Engineer of MSETCL for all corresponding Work / Purchase Orders, as the case may be, submitted to claim the eligibility for bid.
8	In case of works wherein only services are required, if the bidder submits the experience certificate of Supply & Services put together, only Services portion / component will be considered as an experience.
9	In case of MSME (Medium & Small Enterprises), 'The Company' will try to arrange for funds for bill payment well Within stipulated 45 (Forty Five) days. But in case, for whatever be the reason, funds arrangement & disbursement there of gets delayed, 'The Company' neither accepts any liability nor accepts any communication – in whatever kind – from the bidder for delay in payments.
10	This is SRM-E Tender open to all bidders. As this Tender is not covered under Lottery System , no bidder shall claim the benefits of award of work by Lottery on the grounds of registration under "Berojgar Sahakari Sanstha". If any such bidder opts to apply for this Tender, it shall be considered in open competition basis without prejudice.

 MAHATRANSCO <small>Maharashtra State Electricity Transmission Co. Ltd.</small>		500KV HVDC TL (O&M) DIVISION, JALNA
		General Terms & Conditions – <u>Commercial Bid</u>
01	Statutory Requirement	
	A	The bidder should have a valid Electrical Contractor's License issued by the Government of Maharashtra for work of erection/commissioning of EHV equipment.
	B	The bidder should be registered under GST Act.
	C	GST Returns: The Bidder shall submit the copy of GST returns for the last financial year from the publishing date of first call of the tender.
	D	The bidder shall submit the copy of PAN card along with bid.
	E	Income Tax Returns: The Bidder shall submit the copy of Income Tax returns for the last three financial year, from the last day of month previous to the one in which Tenders are invited.
	F	The bidder should be registered under P.F. Act.& Latest paid EPF Challan Copies. (If applicable)/undertaking (if not applicable).
	G	The bidder should be registered under Workman Compensation Policy/ESIC registration certificate with latest paid Challan, whichever is applicable.
	H	The E.M.D. and Tender Fee is to be paid online to MSETCL account through SRM -Tendering website well within the tender sale period EMD is to be paid as per circular no. 10812 dated 10.10.2018. The registration certificate as submitted by Micro, Small& Medium Enterprise (MSME) should be valid at the time of submission of bid & the validity of the same should be certified by the Chartered Accountant with seal, sign & 15-digit UDIN no
		The bidder registered under S.S.I/N.S.I.C/MSME certificate for the SRM portal shall also pay the EMD in the following cases, i) If S.S.I/N.S.I.C/MSME certificate do not indicate Material/Service required against this Tender. ii) If turnover or manufacturing capacity exceeds the limit indicated in S.S.I/N.S.I.C/MSME certificate specified by the concerned authority to avail the benefit of E.M.D. exemption. If, required E.M.D is not paid by the Bidder, the offer is liable for rejection.
	Note :- Copies of Certificate should be submitted with bid/offer.	

01 **Financial Qualifying Requirement (FQR)**

1. EMD/Turnover :

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| 1.1 | EMD: - EMD in lieu of bid security deposit@1% of estimated cost will have to be paid by the bidder through online mode only.
OR
The bidder will have to furnish Bank Guarantee of any nationalized/scheduled Bank in prescribed format equivalent to 1% of the estimated cost in lieu of bid security deposit payable atat the time of submission of bid documents with validity of 8 months from the date of opening of techno-commercial bids. |
| 1.2 | 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. The turnover should be duly certified by Chartered Accountant with seal and UDIN. |

2. Net-worth:

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| 2.1 | The bidder should have a Net worth (which is defined as “Equity share capital+Reserves-Revaluation Reserves-Intangible assets- Miscellaneous expenditure to the extent not written off and carry forward losses”) of last financial year, from the last day of month previous to the one in which tenders are invited, not less than 25% (Twenty Five Percent) value of tender estimated cost. The bidder should submit the state of Net-Worth duly certified by Chartered Accountant with seal and UDIN no. |
| 2.2 | A declaration to the effect that the Bidder does not anticipate change in his ownership during the proposed period of the work till successful completion ow warrantee period (if such a change is anticipated, the scope and effect thereof, shall be defined) shall be submitted with the offer. |
| 2.3 | The bidder should have to submit the audited financial statements i.e. profit & Loss account and Balance sheets for last three financial year duly certified by Chartered Accountant with seal and UDIN no. |
| 3 | Valid as on date of bidding - Constitution of the bidding firm - Partnership deed, Articles of Association etc. - as the case may be Or submit declaration of proprietor ship on letter head.To be submitted as the case may be (if applicable) |
| 4 | Valid Shop Act License & Establishment registration or No objection Certificate of Grampanchayat. |
| 5 | The scan copy of ‘Receipt of Transaction ID’ generated after online payment of Tender fees and EMD shall be submitted along with the bid. |
| 6 | Solvency Certificate for the current Financial year equivalent to an amount not less than 25% of the estimate cost of work. It should be drawn on schedule/nationalized Bank. |
| 7 | List of T&P available with the agency for execution of the work. |
| 8 | List of manpower available with the agency along with qualification. |
| 9 | List of works in Hand. |
| 10 | Attach all the undertakings 1, 2, 3 & 4. Please submit the undertaking 4 in hardcopy to the |

	<p>office of The Executive Engineer, 500kV HVDC TL O&M Division Jalna.</p> <p>Out of these 04 (Four) undertakings, the undertaking no. 4 – <u>‘Liable 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 immediately after submitting the online bid to the Office of Executive Engineer, 500kV HVDC TL O&M Division Jalna either by hand / post / courier. Undertakings / Agreements must be executed & submitted on bond paper issued by Govt of Maharashtra. Documents executed on bond papers from other states will not be accepted in any case / reason...</p>
	General Terms and Conditions (A)
1	When <i>‘At Par of estimated rates’</i> are received from all participating successful bidders, the work will be split / divide only if there are 03 (three) or less than 03 (three) successful bidders. In case of more than 03 (three) successful bidders quoting <i>‘At Par of estimated rates’</i> , the tender will be re-floated.
2	In case of bidder is a holding company, MAAT and the Net worth referred to in clause No. 1 & clause No. 2 shall be that of holding company only (i.e. excluding its subsidiary/group companies).
3	In case bidder is a subsidiary of a holding company, MAAT and Net worth referred to in clause No. 1 & clause No. 2 above shall be that of subsidiary company only (i.e. excluding its holding company).
4	The bidder should note that no deviation in tender conditions will be allowed after bid submission.
5	Notwithstanding anything stated above, the owner reserves the right to assess the bidder’s capability and capacity to perform the work, should the circumstances warrant such as assessment in the overall interest of the owner and may reject the offer without assigning any reason.
6	The performance Bank Guarantee for the proper fulfilment of the contract shall be furnished by the contractor in the prescribed form within stipulated time period of Notice of Award of Contract/Letter of Award. The performance Guarantee shall be as per standard proforma. This guarantee shall be for an amount equal to 10% (ten Percent) of the contract price.
7	<p>Note: -</p> <ol style="list-style-type: none"> 1. All CA certified certificates should have UDIN as per ICAI guidelines. Documents without UDIN are liable for rejection. 2. If bids are called between 1st April & 30th September of the year, then latest audited financial year shall be a year before previous year for financial criteria. 3. In case of a fractional number, rounding off to be done to the nearest unit i.e. in case of fraction between 0 to 0.49 it should be rounded off to 0 & in case of fraction between 0.5 to 0.99 it should be rounded off to 1.
8	Joint venture is <u>not</u> allowed for this RFx.

General Terms & Conditions – A

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 is not 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 scrutinized & evaluated.
05	Apart from above mentioned documents, 'The Company'/ This Office 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 scrutiny / 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>Liabe for penal action under IPC</u> ' is to be executed asan affidavit on Non Judicial bond paper of Rs. 500/- (Five Hundred) only prior to award of final work order/ Supply order i.e. L1. Undertakings / Agreements must be executed & submitted on bond paper issued by Govt of Maharashtra. Documents executed on bond papers from other states will not be accepted in any case / 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.
13	This is SRM E-Tender open to all. Without prejudice, the terms, conditions of award of Works through Lottery basis to Unemployed Engineers is not applicable to This Tender. Any kind of objections raised by firm registered under the name " Berojgar Sahakari Sanstha" shall not be entertained.
14	The bidder who accepts and agrees all above terms & conditions of This Tender AND General Terms & conditions of MSETCL without prejudice shall only apply.

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| 01 | Value of the Estimated cost – The value of this estimated cost (inclusive of GST) will be Limited to INR 5,00,000/- (in words INR Five Lakhs Only). |
| 02 | EMD – Earnest Money Deposit of INR 5000/- (in words INR Five 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 should be completed as per the instructions issued by the Executive Engineer, HVDC TL(O&M) Division, Jalna or his representative. |
| 05 | The price variation (PV) clause is <u>not</u> applicable for this tender |
| 06 | Joint venture is <u>not</u> 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 wish 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. |
| 09 | While considering the experience, work orders of partially completed (for whatsoever be the reason) / ongoing work will NOT be entertained. |
| 10 | If ' <u>At Par of rates</u> ' are received from more than one participating successful bidders, the work will be split / divided only if there are 03 (three) or less than 03 (three) successful bidders. In case of more than 03 (three) successful bidders quoting ' <u>At Par of estimated rates</u> ', the competent authority will decide to refloat or split / divide the tender OR refloat the Tender. |

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| 01 | Operating, Supervising & Executing Authority: The Contract shall be Executed as per instructions from the concerned Sub Division-in-charge or his representative who will supervise the work. The work carried out without supervision will not be recorded and payment will not be released for such works which may please be noted. |
| 02 | Bills : Bill / RA bills in triplicate (along with PAN & GST Registration Number) should be submitted to <u>The Additional Executive Engineer of respective 500kV HVDC TL (O&M) Sub Divisions</u> on actual basis. Bill should be submitted in GST format along with copy of GSTR 3B & GSTR 1' along with B2B invoice copy. |
| 03 | Payment : a) The payment will be effected at the office of 500kV HVDC TL (O&M) Division, Jalna.
b) RA Bill payment would be released within reasonable time limit from Division Office. |
| 04 | Security Deposit : You shall pay SD/ BG @ <u>10 (Ten)</u> % of the Contract / Purchase / Work order value. |
| 05 | 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, 500KV HVDC TL (O&M) DIVISION, JALNA on Non Judicial Bond Paper of R/s 500.00/-. |
| 06 | Validity of the contract: The contract shall be valid till 31.03.2025 OR till exhaustion of Amount of work order whichever is earlier. |
| 07 | Scope of work: Work of Tower leg base cleaning and removing of grass, shrubs, bushes and soil if any on 500 kV Chandrapur- Padghe HVDC line under the jurisdiction of Chatrapati Sambhaji Nagar & Jintur sub-divisions under HVDC TL (O&M) Dn, Jalna as specified in Schedule. |
| 08 | Before bidding, 'The bidder' should be well aware that, if this order is awarded to 'The Bidder', 'The Bidder' should be readily available 24X7 along with suitable T & P such as axe, saw, power saw, shovel ropes etc and necessary gangs to attend the work by approaching at work site within reasonable time after telephonic call from the site in-charge. Any incomplete work/ non attending the work by an agency in MSETCL in last 2 years if noticed, is liable to disqualify the bidder from this tender. |
| 09 | Idle Labour Hours: In case of suspension of work, or delay in work 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., during the valid contract period. |

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 concerned Additional Executive Engineer of 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 MSETCL’. The necessary outages will be arranged by the Executive Engineer. ‘Before work & After Work completion’ photos shall be invariably submitted for each location. In outage the necessary work permit will be availed by the concerned Additional Executive Engineer of the Sub Division. If the work is not done satisfactorily, rework shall be done by Contractor without any extra cost up to fullest satisfaction of Engineer Incharge.
04	A	Time is the essence of the Contract : The time stipulated in the Contract for satisfactory completion of works is the essence of the contract.
	B	‘The Contractor’ shall organize his resources & perform his work so as to complete it well within the date agreed to.
05	A	Co-ordination meeting: The co-ordination meeting between ‘The Contractor’ & The Undersigned OR ‘The Company’ representative shall be held from time to time at the discretion of the ‘The Company’ to take updates of the works.
	B	‘The Contractor’ may also be called upon to attend to designated co-ordination meeting with ‘The Company’, other contractors/ organizations and consultants during the period of contract.
	C	‘The contractor’ shall attend all these meetings at his own cost as and when required and fully co-operate with ‘The Company’ and other agencies involved during these discussion.
06	A	Scope of work: The quantities indicated are approximate and only indicative. The quantities may vary as actual.
	B	The payment will be done for only for the actual quantity of work done / material supplied & used / consumed.
07		Site Clearance: ‘The contractor’ shall, during the progress of work, keep the site reasonably free of all unnecessary obstruction and shall store the material neatly so as not to cause any obstruction for normal working / operations of others as well as for ‘The Company’.

08	A	<p>Statutory clearances and way leave: The statutory clearances like forest clearance, clearance from Aviation Authorities, PTCC clearances, clearance from Railway Authorities, Maritime Board clearance wherever required, shall be arranged by 'The Company'. However, the proposals for the same shall be prepared and arranged by 'The Contractor' without any financial implications to 'The Company'.</p>
	B	<p>Any way leave issues; obstructions etc. by virtue of any means shall be cleared by 'The Contractor'. 'The Company', if required shall extend necessary co-operation in resolving the issues. However, the entire responsibility of clearances including any payments such as expenditure required for collection of land documents from revenue department, charges for police protection (if required) etc. shall be borne by "The Contractor".</p>
09		<p>Compensation against trees / crop : Fall of trees, tree cutting, crop compensation if any shall be organized and paid by 'The Contractor'. 'The Company' shall render necessary help for fixing the compensation through Horticulture / Agriculture Department or any other appropriate authorities. The compensation so paid by 'The Contractor' shall be reimbursed subsequently by 'The Company' after approval of Competant Authority. The contractor has to produce all required documents such as 7/12 certificate, certificate from Talathi or local Govt Authority, panchanama, details of payment etc. The expense of cutting the trees, stacking of cut trees, clearing debris & transportation of cut trees (if required) would have to be borne by 'The Contractor'.</p>
10		<p>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.</p>
11	A	<p>Material of the contractor : The ownership of all goods, T & P - Tools and Plants of 'The Contractor' shall, from the time of those being brought to the worksite, vest / transferred with 'The Company', and these may be used for the purpose of the works and shall not on any account be removed / diverted / shifted or taken away by 'The Contractor' from the work site without the written permission of the concerned Executive Engineer as defined in Special Terms & Conditions – B.</p>
	B	<p>'The Contractor' shall be solely liable and responsible for any loss or destruction thereof and damage thereto with such goods as well as T & P - Tools and Plants etc.</p>
12	A	<p>Responsibility of accident : If any accident occurs to your labor during the supply of the material / works 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.</p>
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	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.
13	A	Insurance : 'Workmen Compensation Insurance' – At the time of issuing of Work Order, 'The Contractor' need to submit the 'Workmen Compensation Insurance' by which he had insured his employees / laborers supposed to execute this work
	B	This insurance shall protect 'The Contractor' against all claims applicable under 'The Workmen Compensation Act 1948 or any subsequent amendment thereof.
	C	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 Workmen's Compensation as per statutory provisions in force.
	D	In case, if such compensation is paid by 'The Company', as 'Principals' under subsection (I) 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.
14		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.
15	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 :The MSETCL company will not provide accommodation to your employees. Contractor has to make arrangement of Loading & Boarding of his employees assigned for this job during contract period.
	D	Local conveyance during the work also shall be arranged by 'The Contractor' at his own cost.
16		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, pandemic situation & subsequent loadowns etc.

	C	The party affected by ' <i>Force Majeure</i> ' shall within 15(fifteen) days of the occurrence of such a cause, notify 'The Company' in writing with sufficient documentary proof.
17	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'.
	B	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.
	C	The necessary stamp duty & whatever other charges be there for executing the agreement shall be borne by 'The Contractor'.
18	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.
19		Security Deposit : 'The Contractor' shall pay 10% SD on any scheduled / private / nationalized bank either by
	A	F.D.R. or D.D. or BG drawn in favor of the Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna
	B	pledging FDR (Fixed Deposit Receipts) on any Scheduled / Private / Nationalized / Cooperative bank in favor of The Executive Engineer, 500 kV HVDC TL (O&M) Division MSETCL, Jalna or by Cash.
20	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 / non fulfillment 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, execute Agreement in the Office of the undersigned & submit Workmen Compensation Insurance Policy to The Executive Engineer, 500 kV HVDC TL (O&M) Division Jalna, MSETCL.

	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 Warranty period of the contract .
	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
21	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 EMD deposit.
	C	For successful bidder(s), EMD 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 Work Order has been awarded.
22		Bills : Bill should be submitted in triplicate in GST format along with copy of GSTR 3B & GSTR 1' along with B2B invoice copy.
23	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 MSETCL, & the same shall be binding on 'The Bidder(s)'. B The RFX rates shall be exclusive 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 inclusive of all taxes. Any other taxes not mentioned clearly will not be paid extra.
	D	Variation in taxes on items shall not be entertained.
24	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 internet Banking/ NEFT/ RTGS only.
25		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'.
26	A	Penalty & Liquidated Damages :If 'The Contractor' fails to attend / complete any part of the work contracted with it or any such preventive / 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>18 (eighteen)</u> % extra on the penalty as well as LD amount calculated.
27	A	Statutory Deductions : All statutory deductions, including but not limited to, Income Tax (IT), Goods & Service Tax (GST), Labour Cess, Tax to be Deducted at Source (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)@ <u>18 (Eighteen)</u> %. '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'.
28	A	Satisfactory work completion : The contractor has to get certificate from respective SDn Incharge regarding satisfactory work completion along with each bill.
	B	In the case of increase in contract value for whatsoever be the reason, 'The Contractor' shall within <u>10(Ten)working days</u> from the date of such amendment letter, indicating & approving an increase in the contract value by 'The Company', submit the Performance Bank Guarantee equivalent to <u>10 (ten)</u> % of the value for the increase in contract value, valid for the period as indicated in sub clause.
	C	After issue of the Notice of Award /Letter of Award / Letter of Intent of contract, if 'The Contractor' fails to submit the Performance Bank Guarantees within <u>10 (Ten) working days</u> , the action of cancellation of Notice of Award / Letter of Award / Letter of Intent will be initiated against 'The Contractor' and EMD / Bank Guarantees will be forfeited thereof.
29	A	Performance Guarantee: The Contractor' guarantees that the equipment supplied, used & installed by it shall be free from all defects in materials/workmanship and the contractor shall, upon receipt of written notice from 'The Company', fully arrange to rectify such defects that are attributable to 'The Contractor' within the period of guarantee specified in the relevant clause of the Contract, free of expenses to 'The Company'.
	B	The Contract Performance Guarantee is to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.
	C	The Performance Guarantee will be returned to 'The Contractor' after the date of end of the guarantee period. 'The Company' will NOT pay any interest or compensation to 'The Contractor' for retaining the Performance Guarantee after the end of the guarantee period.

	D	The termination of the Contract for any reasons as mentioned at Sr. No. 45 – 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.
	E	The performance guarantee shall be valid for the full value and for the full period of Contract.
30	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’.
31	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.
	B	Any document furnished in the bid / offer in a local vernacular language shall be accompanied with the authentic translation in ‘English’.
32	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).
33	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 by ‘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’.
34	A	Site visit: The Information about the work given in the specification is purely tentative and may change during actual execution as per site requirement.
	B	‘The Bidder’ is advised to visit and examine the sites of work and their surroundings and obtain for himself, at its own risk and cost, all information that may be necessary before preparing & submitting the bid and entering into the contract for the works. The cost of visiting the site shall be at ‘The Bidder’s own expense.

35		Genuineness of competition :To ensure fair & genuine competition, bids / offers from ‘ related parties ’ 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’.
36		Disqualification :The bidder(s)shall be disqualified / their offers will be rejected - in following conditions...
	A	Disclosing untrue and/ or false information, or withholding information or part of information
	B	Record of poor performance such as unsatisfactory work or abandoning the work etc.
	C	Financial short comings or failures in past contracts.
	D	Inadequate experience or employing insufficient number of employees or not employing qualified employees.
	E	Non – payment or requisite EMD & tender Fees
	F	Submission of unsigned undertaking(s) included in this tender booklet.
	G	Submission of bid in any other form than online submission to e tendering portal of ‘The Company’
	H	Uploading documents of Technical Bid in Commercial Bid or Vice Versa or both Technical Bid & Commercial Bid in any one of the Bid
	I	Conditional bids (say rates, quantum of work, payment terms, specific location etc.)
	J	being ‘related parties’ – as described in Sr. no. 43 – Genuineness of Competition – above
	K	Poor quality & workmanship of products previously supplied and frequent failures during warranty period as experienced by ‘The Company’
	L	‘The bidder’ having ongoing litigation with any office of ‘The Company’
	M	‘The Bidder’ in the opinion of ‘The Company’ has <i>malafide</i> intention in the conduct of business with ‘The Company’
	N	‘The Bidder’ has been declared as defaulter as per the Terms & Conditions of ‘The Company’
37	A	Termination : ‘The Company’ reserves the right to cancel the contract, after giving due notice 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.
	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.
	C	Notwithstanding anything stated herein, the General Terms and Conditions of Contract of ‘The Company’ shall be 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, 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.
38		‘The Company’ reserves the right of forfeiting the EMD – Earnest Money Deposit in any of the following cases ...
	A	If 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 after placing of LOI.
	C	If the contract is terminated as per clause (40 - Termination) as detailed above.

39	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, Jalna and The Executive Engineer, 500 kV HVDC TL (O&M) Division, Jalna shall within <u>30 (thirty) working days</u> after receipt of the representation from 'The Contractor', make and notify decisions of all matters to the contractor in writing.
40	Jurisdiction: In case of any dispute arising out of this contract, it will be in the jurisdiction of <u>Jalna Court</u> only.

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

Undertaking – 1

Validity of offer

I/We hereby declare that I am /We are participating in RFX (Tender)No. **7000033862** 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:

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. **7000033862** published by The ExecutiveEngineer, 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/ whereby 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

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:

Undertaking – 4

Liabale for penal action under IPC

Affidavit (on Rs. 500/- Non Judicial 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 execute 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 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, JalnaName 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