

MAHARASTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
400 KV R.S. DIVISIONS, DEEPNAGAR-BHUSAWAL-II.
(CIN No. U40109MH2005SGC153646)



Office Of:-
The Executive Engineer
400KV RS Division
Deepnagar-Bhusawal-II (MSETCL)
Pin-425307
Mob - 9175297203



Ref:- EE/400kV/RS/Dn/Deepnagar/BSL-II/Tech/No.394

Date – 27.11.2024

SRM E-Enquiry 03/2024-25
(RFx No.7000034246)

Sub: - SRM E-Enquiry (1st Call) for the work of Testing, Refilling, Reconditioning & Painting of Various Types of Fire Extinguishers at 400kV Deepnagar-Bhusawal-II at 400kV Deepnagar-Bhusawal-II.

Dear Sir,

Online bidders inviting **Two bid system** Please offer reasonable rates for the above subject work as per the enclosed schedule 'A'. The detailed scopes of works are given below. Please note the following.

Please Note the following:-

1	RFx Number	7000034246
2	Online Downloading the RFx	27.11.2024 @ 13:00 Hrs To 04.12.2024 @ 13.00Hrs
3	Online Last Date Submission of the RFx	05.11.2024@ 13.00Hrs
4	Online Opening of the Techno Commercial RFx	04.12.2024 @ 14.00Hrs (If Possible)
5	Online opening of the price bid RFx	05.12.2024 @ 11.00hrs (If Possible)
6	Estimated Cost	Limited to Rs. 1,20,351.00/-
7	EMD amount	Rs. 5,000/-
8	Tender Fees	Rs. 118/- (Including taxes)
9	Contact Person	EE M-9175297203,

TERMS AND CONDITIONS

- DUE DATE:** The quotations complete in all respects should be submitted on or before **04.12.2024 @ 13:00 Hrs** positively. Bids received after due date will not be accepted.
- SCOPE OF WORK:** the work of Testing, Refilling, Reconditioning & Painting of Various Types of Fire Extinguishers at 400kV Deepnagar-Bhusawal-II **as per Schedule "A"**.
- QUOTED RATES:** You are requested to quote your unit rates for the items mentioned in the schedule on firm basis. **(Please quote ex-works price in ex-works field & applicable GST in GST field)**
- SECURITY DEPOSIT:** The successful bidder will have to pay security deposit within **14 days** from the date of receipt of the **Notice of Award of Contract**, amounting to **10%** of the value of the contract (for the offers received below the estimated cost of the tender, the amount of performance security deposit / BG shall be applicable as per guidelines issued vide Annexure-A of reference letter No. **MSETCL/CO/CE/TR.O&M/SE-II/EE-VII/No. 2064 Dtd.16.02.2024**) in the form of FDR/D.D./B.G of any Nationalized/scheduled Bank in the name of The Executive Engineer, 400kV Rs Dn. Deepnagar, BSL-II.
- The format for PBG & Annexure-A (revised tender & PO terms & conditions) is enclosed herewith. Further, if PBG is submitted in the form of bank guarantee, proof of stamp duty paid as per Maharashtra Stamp act 2015 (**Circular No. MSETCL/Director (Finance)/04567 Dtd. 30.04.2016**) should be attached.
- Deviation / Corrigendum & all other terms & conditions are applicable as per revised guidelines vide **letter no. MSETCL/CO/CE/TR.O&M/SE-II/EE-VII/No.2064 Dtd. 16.02.2024** & MSETCL Circular **MSETCL/Dir (Finance)/No. 995 Dtd. 14.02.2024**.
- VALIDITY OF OFFER:** The offer should be valid for our acceptance for a period of **120 days** from the due date of same.
- AGREEMENT:-** The successful bidder will have to execute a stamped **contract agreement** with the MSETCL at **400kV RS division Deepnagar, BSL-II Office**, on his own cost in the Company's standard forms as per the amendment dt.14.10.2024 in Clause 63 of Maharashtra Stamp Duty Act 1958. The expenses towards the stamp paper and preparation of Agreement Bond will be on the part of the agency/contractor. The contractor shall enter into a contract agreement with the MSETCL within **14 days** from the date of receipt of **Notice of Award of Contract** before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL.
- WORK COMPLETION PERIOD:** - The period of completion of entire work is for 120 days from the date of issue of work order. The work for every quarter/month shall be completed from the date of intimation or handing over of site. However, in no case the program laid down should be delayed. Failing to which it shall amount to delay & liable for penalty. You will have to complete the work as per instructions from concerned in-charge & you will have to take all the safety precautions for these works.

10. DOCUMENTS REQUIRED: - The Bidder should upload the following digitally coloured scan copies of original documents / certificates online in 'note & attachments' tab in RFx.

1. The bidder should have a Valid Electrical Contractor's License issued by the Government of Maharashtra.
2. The bidder should have a Valid contractor's license issued by Govt. Of Maharashtra Directorate of Maharashtra Fire Services.
3. The bidder should have Valid registration under of Goods and Service Tax Registration Certificate
4. Proof of valid registration of firm under Bombay shop/Gram Panchayat NOC/Firm Registration copy/ Shop establishment Copy.
5. The bidder should be registered under P F Act.
6. The bidder should possess experience of having successfully completed similar work i.e. work of Testing, Refilling, Reconditioning & Painting of Various Types of Fire Extinguishers during **last 7 years** from the last day of month previous to the one in which tenders are invited in MSETCL or any Power transmission license/ power utility/Government organization.
7. The bidder should submit the Experience Certificate of Satisfactory completion of work dully signed by not below the rank of Executive Engineer or equivalent officer for successful completion of works mentioned above along with original copy of work orders of works mentioned in the certificate.
8. The bidder shall submit the copy of PAN card along with bid.
9. SRM Enquiry Fees: The Bidder should have to pay appropriate SRM E-enquiry fee online compulsory and submit proof of the same.
10. EMD: The Bidder should have to pay Bid Security Deposit (BSD/EMD) for an amount equal to 1% of the estimated cost of E-Enquiry in online mode only. 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,
 - a) If S.S.I / N.S.I.C./ MSME certificate do not indicate Material / Service required against this Tender.
 - b) 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.
 - c) If, required E.M.D. is not paid by the Bidder, the offer is liable for rejection.
11. Undertaking of bidder for acceptance of all the terms & conditions ANNEXURE-B.
12. Undertaking on the Rs.500/- Non-judicial Stamp of appropriate amount ANNEXURE-E.
13. Bidder has to submit an undertaking in the attached Proforma ANNEXURE-G.

14. SUBMISSION OF BILL & PAYMENT: -

- A) All the payments will be made by online RTGS/NEFT only.
 - B) You have to submit Original Bill in Triplicate copies including Work Order No., Pan No., GST No. and Bank details along with satisfactory detail work completion report duly signed by addl EE (Maint) to division in the name of the undersigned.
 - C) The concerned Engineer incharge will verify & records the bills, and carry out SAP generated SES/MIGO against PO No. in SAP & submit original bills along with SES, MOM/Work completion certificate and guaranty certificate if applicable, to the Executive Engineer,400 KV RS Dn. Deepnagar-Bhusawal-II with bill for effecting payment.
 - D) After due audit and verification, the Executive Engineer shall make necessary arrangement for effecting of the payment subject to the availability of funds. However, the payment will be made as per actual measurement & as per the actual work done.
 - E) No any other charges will be paid extra.
- 15. STATUTORY DEDUCTION: -**All statutory deductions, including but not limited to, Income Tax (IT), Goods & Service Tax (GST), Labor 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'.
- 16. QUALITY OF MATERIAL: Bidder will be responsible for quality of material & Workmanship.**
- 17. Liquidated Damages / Loss due to theft: -** Any damage or loss to M. S. E T. Co. Ltd's property due to your employees' negligence during the course of contract shall be on contractor's part and same shall be recovered from the bill.
- 18. EXECUTION & SUPERVISION OF WORK: -** The work shall be supervised by the Addl. Executive Engineer (M), appointed by under signed and should carry out to the satisfaction of Engineer, incharge. In case of any dispute, decision of undersigned shall be final and binding on the contractor.
- 19. TOOLS & PLANTS: -** You will have to arrange all tools, plants, manpower, material, Safety equipment's /T&P etc. to carry out the work successfully at your own cost. You will have to provide all safety measures to your staffs while executing the work in sub-station.
- 20. PACKING, FORWARDING AND TRANSPORTATION ETC:-**
1. The Contractor shall be fully responsible for packing, forwarding, transportation by railways or any other authorized mode of transport, clearance of equipment and further transportation at site to place of works/storage yards etc, in respect of material in his scope/possession.
 2. The Contractor wherever applicable shall, after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail/road or any other authorized mode of transport. The Contractor shall be held responsible for all damages/losses due to improper packing.
 3. The contractor shall also be fully responsible for safe transportation of owner supplied material to be issued from his stores by owner for the works against contract.
- 21. SAFETY: -** The contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to other working at site. The contractor shall be responsible for providing of all safety notices and safety equipment required. If any accident occurs during the work, the complete responsibility of the accident will be of Contractors. The M.S.E.T.C.L. Shall not pay any type of compensation for any type of Accident.

22. **LIQUIDATED DAMAGES/ PENALTY FOR DELAY:-**The work should be completed within stipulated time period and completed as per directives of operating officer / Engineer in- charge, failing to which the penalty will be Charged at the rate of @ 0.50% (half – percent) per week of delay. The total amount of penalty charge will be subject to maximum of 10% of the ordered value for entire scope of work. If you fail to complete all the work within the time frame, the MSETCL shall levy liquidated damages for breach of contract. And In case of delay, the contract may be terminated by the competent authority as per general rules & regulations of MSETCL & balance work shall be got completed through separate contract at your risk & cost.
23. **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** - The Works/Materials should be carrying out as per the standard practices of MSETCL & the terms & conditions stipulated in the SRM E-Enquiry will also a part of the contract & will be binding on you wherever it is not specifically mentioned. MSETCL reserve the right to add more terms & conditions during the contract period if found necessary. Notwithstanding anything stated here, the Board's General Terms & conditions of contract shall also be applicable to this contract.
24. **CONTRACTOR'S DEFAULT:** -
- a. In case you fail to complete work fully OR partly, the security deposit will be revoked by MSETCL. In this case the balance work will be got done from other agency may be at higher rates and the difference in cost will be recovered from the contractor's bills.
- b. In case of any loss / damage to the Owner's asset /material, it will be the sole responsibility of the contractor to lodge the complaint in writing to the nearest police station under intimation to this office or to In- charge/ designated officer.
- c. If there happens any loss of goods or damage to valuable material in the premises on account of negligence of the Staff, the cost of loss / damage shall be recovered from the contractor.
25. **ACCIDENT:** If any accident occurs to the labour skilled or unskilled, compensation if any is to be paid by the bidder at his cost.
26. **DAMAGE TO PERSONS AND PROPERTY:** - Contractor will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
27. The right to add/alter/modify/order partly or fully at any stage or to cancel without assigning any reason thereof is reserved by the undersigned.
28. Undersigned reserved the right to accept any quotation or to reject all the quotation without assigning any reason.
29. **JURISDICTION:** All disputes, differences arising under, out of or in connection with this order, so concluded shall be subject to the exclusive Jurisdiction of Bhusawal Court only.

Thanking you.

Yours Faithfully.

**S/d-
(Kishore D Dandge)
Executive Engineer,**

400 kV R.S. Dn, Deepnagar BSL-II.

Copy s.w.r.s. to: -

The Superintending Engineer EHV (O&M) Circle, Bhusawal.(By Email)

Copy to:-

- 1) The Dy. Manager (F&A) 400 kV R.S. Division, Deepnagar Bhusawal-II. .(By Email)
- 2) The Addl. Ex.Engg (Maint) 400 kV R.S. Division, Deepnagar Bhusawal-II. .(By Email).

(Annexure- B)

**UNDERTAKING FOR ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER
(This undertaking should be given on company's / firm letter head)**

**To,
Executive Engineer,
400kV Rs Division,
Deepnagar-BSL-II.**

Dear Sir,

We hereby offer to the work of Testing, Refilling, Reconditioning & Painting of Various Types of Fire Extinguishers at 400kV Deepnagar-Bhusawal-II as detailed in your SRM E-Enquiry and in accordance with the terms and conditions thereof.

We have carefully perused the above SRM E-Enquiry specification connected with the work and agree to abide by the same.

We also agree to pay Security Deposit and to give the Contract agreement as per your requirements in case we are the successful Bidders and we have accepted all terms & conditions of the tender specification.

CERTIFICATE:

I/We agree to carry out the works at the rates herein SRM E-Enquiry by me/us subject to the conditions of SRM E-Enquiry which I/W e have carefully read and that I/We thoroughly understood and to which I/We agree. I/W e hereby agree to keep this offer open up to the date as indicated in E-Enquiry Details and shall bound by communication of acceptance dispatched within the validity period.

We further agree to execute the contract if awarded referred to in your E-tender specification as per the terms and conditions specified therein.

We are uploading this undertaking herewith as per the SRM E-enquiry.

Seal & Signature of Bidder

Annexure-G

Undertaking to be submitted by the Bidder declaring that Bidder is not debarred/ Blacklisted by Government/ Semi-Government/ Other Power Utilities

**To,
Executive Engineer,
400kV Rs Division,
Deepnagar-BSL-II.**

I/We hereby declare that I/ We are/ are participating in MSETCL's SRM E-Enquiry No. _____.

As on date of submission of this Tender, I/ We hereby declare that My Firm / We is / are not Debarred/ Blacklisted by Any Government / Semi- Government / Other Power Utilities, anywhere.

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

I/ We hereby agree that in case My Firm / we are Debarred / Blacklisted by Any Government / Semi-Government / Other Power Utilities, anywhere, my / Our Offer is liable for rejection at any stage of tendering process as per Tender Conditions.

Further, I/ We hereby understand and agree that in case My Firm / We 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 Firm / We shall be solely responsible for the consequences arising out of it.

Authorized Signatory

Seal of the Firm

ANNEXURE-E

Non-judicial Stamp of appropriate amount
(Presently Rs. 500/-)

UNDERTAKING

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 from (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: