

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.393

Date -27.11.2024.

SRM E-Enquiry 02/2024-25
(RFx No.7000034245)

Sub: - SRM E-Enquiry (3rd Call) for the work of providing crane (14 Ton & boom length 16 M or as per the suitability of work), with driver, on per hour basis as and when required 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	7000034245
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	04.12.2024@ 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. 3,00,000.00/- Lakhs
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 providing crane (14 Ton & boom length 16 M or as per the suitability of work), with driver, on per hour basis as and when required 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 **365 days** from the due date of same.
- AGREEMENT:-** The successful bidder shall also 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 **one year** from the date of site handed over from concern in-charge. 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. And also you should take care to employ sufficient skilled manpower along with sufficient safety precautions for completion and the work well within the stipulated time period.

10. The crane driver provided by the contractor shall be free from any bad habits like smoking, drinking etc and should be well convergent.
11. The normal working time for the crane, on the required day, will be from 07:00 Hrs. However in case of emergencies, the crane have to spared by the contractor before or after the stipulated time as per the instructions of Executive Engineer, 400kV RS Dn, Deepnagar-BSL-II.
12. The contractor will be intimated 12 Hrs. in advance whenever the crane is required. However in case of emergencies, no prior notice can be given, and the contractor have to arrange the crane immediately whenever told by the Executive Engineer, 400kV RS Dn, Deepnagar-BSL-II.
13. The crane provided by the contractor should be provided with all necessary crane belts, its binding material etc.
14. The crane fuel (diesel/petrol) and lubricants to be borne by the crane provider. This office will not provide the same in any case.
15. If in case, the crane fails or stop working in the middle of the work, the contractor has to immediately provide another crane suitable for the work.
16. The necessary maintenance to be carried out and the cost of the same to be borne by the contractor only.
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. **DOCUMENTS REQUIRED:** - The offer rate must be accompanied with following documents duly attested & signed by vender/contractor.

1. Proof of valid registration of firm under Bombay shop/Gram Panchayat NOC/Firm Registration copy/ Shop establishment Copy.
2. Proof of Valid registration under of Goods and Service Tax Registration Certificate.
3. The bidder should possess work order copy of having successfully completed the work of providing crane (14 Ton & boom length 16M or as per the suitability of work), with driver, on per hour basis as and when required during last **11 years** in MSETCL/ MSPGCL/ PGCIL/ Other State transmission Utility/any other Government/Semi-Government organizations or priwet work experience.
4. The bidder should submit the Experience Certificate of having successfully completed "Work Completion Certificate" issued 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.
5. Copy of PAN Card.
6. Enquiry Fees: The Bidder should have to pay appropriate SRM E-enquiry fee online compulsory and submit proof of the same.
7. EMD: The Bidder should have to pay Bid Security Deposit (BSD/EMD) for an amount equal to 1% of the estimated cost of tender in online mode only.
8. Undertaking of bidder for acceptance of all the terms & conditions ANNEXURE-B.
9. Undertaking on the Rs.500/- Non-judicial Stamp of appropriate amount ANNEXURE-E.
10. Bidder has to submit an undertaking in the attached Proforma ANNEXURE-G.

11. **SUBMISSION OF BILL & PAYMENT:** - You will have to submit the Original RA bills quarterly in triplicate including work order No., Pan No., GST No. and bank details along with satisfactory detail work completion report which will be signed with concern unit in-charge to this division in the name & office of the undersigned. The same will be submitted to the concerned unit for further process. After that the concern In-charge will verify & certify the bill as per MSETCL standard procedure & submit the same to this office for effecting payment. After due audit & verification, Executive Engineer, 400 kV RS Deepnagar-Bhusawal-II, shall effect the payment. Payment of Bill will be made as per the availability of funds at 400 kV RS Deepnagar –BSL-II. However, the payment will be made as per actual measurement & as per the actual work done.
12. **QUALITY OF MATERIAL:** Bidder will be responsible for quality of material & Workmanship.
13. **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.
14. **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.
15. **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.

16. **T.D.S., GST, LABOUR CESS & APPLICABLE TAXES:-** The T.D.S. at source as per prevailing rates & rules or at the rate amended from time to time in accordance with the provision of financial act, GST as per Govt. Rules of taxes as applicable, Labour Cess @1% under the Building & other construction workers welfare cess act 1996 & Applicable taxes will be deducted from your bill.
17. **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.
18. **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.
19. **ACCIDENT:** If any accident occurs to the labour skilled or unskilled, compensation if any is to be paid by the bidder at his cost.
20. **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.
21. 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.
22. Undersigned reserved the right to accept any quotation or to reject all the quotation without assigning any reason.
23. **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 providing crane (14 Ton & boom length 16 M or as per the suitability of work), with driver, on per hour basis as and when required at 400 kV RS. Dn, 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 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 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: