

 <p>MAHATRANSCO Maharashtra State Electricity Transmission Co. Ltd.</p>	<p align="center">MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED Government of Maharashtra (Undertaking) (CIN No- U40109MH2005SGC153646) Office of the Executive Engineer 400kV R.S. Division, Lonikand-II Sambhaji Nagar, At post-Lonikand, Tal-Haveli, Dist-Pune Maharashtra-412216 Phone no.-8208454909 Email:ee6190@mahatransco.in</p>	
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EE/400kV/RSO&M/Div/Lonikand-II/15

Dt: 14.01.2025

SRM Enquiry

Sub: - SRM Enquiry for supply & installation of 1 no of 40-liter Water cooler & 1 no. of 40-liter RO+UV Purifier for 400kV R.S. Division, Lonikand-II. (RFx No.-7000034885)

Dear Sir,

Online bid is invited in two bid system for supply & installation of 1 no of 40-liter Water cooler & 1 no. of 40-liter RO+UV Purifier for 400kV R.S. Division, Lonikand-II as per schedule A with following terms & conditions.

Terms & conditions: -

1. **Scope of the work:** - supply & installation of 1 no of 40-liter Water cooler & 1 no. of 40-liter RO+UV Purifier for 400kV R.S. Division, Lonikand-II.
 2. **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 documents/certificates as a proof of qualifying pre-requisites. Brochures, attested certificates etc.

S.N.	Particulars
1	PAN Card
2	GST registration certificate
3	Valid registration under shop & establishment act or NOC of Gram panchayat for shop. The NOC of Gram panchayat should be valid & recent one.
4	The bidder must have experience of having successfully completed the similar nature of work in MSETCL/MSEDCL/any power utility or in private company in India. The bidder should submit the experience certificate for satisfactory completion of above-mentioned work duly signed by the officer not below the rank of Executive Engineer or equivalent along with work order copies.
5	Bidders must submit an undertaking in the attached Schedule (i.e. Annexure A) declaring that their Firm is not debarred / Blacklisted by any Government / Semi Government other Power Utilities /MSETCL, anywhere. If it is revealed that the participating Bidder is Debarred/Blacklisted by any Government / Semi Government / Other Power Utilities / MSETCL, anywhere, the offer of such Bidder shall be liable for rejection at any stage of tendering process. Further if it is revealed that the successful Bidder is debarred/ blacklisted by Government / Semi Government / Other Power Utilities / MSETCL any where then order of such bidder shall be liable for termination at any stage of order execution process and the concern bidder shall be solely responsible for the consequences arising there from.

If validity of any license/certificate expires during order period, contractor will have to renew the same & submit the copy to this office.

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 verification of all documents /certificates submitted in techno commercial bid for prequalification as mentioned above, if it is found that, the enquiry 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. Enquiry with incomplete details or not submitted in prescribed enquiry form etc. are liable for rejection.
2. This office reserves all rights to reject any or all bid without assigning any reasons thereof.
3. 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, the offer will be rejected.

Estimated cost in Rs	EMD Rs	E-enquiry fees (Rs)	Closing date	Technical opening date	Commercial opening date
Rs. 86,730/- inclusive of all taxes	Rs. 5000/-	Rs. 500+18% GST (Nonrefundable)	21.01.2025 upto 18:00 Hrs	22.01.2025 at 12:00 Hrs (if possible)	22.01.2025 at 15:00 Hrs (if possible)

4. **Earnest Money Deposit:** - EMD should be paid on or before due date online only and scan copy of Transaction ID received after online payment should be submitted along with Technical Bid. Request for exemption from EMD shall not be considered on any grounds. In case of failure to do so, the bidder is liable to be rejected. Request for payment of EMD after closing of due date and considerations of the Enquiry thereby shall not be entertained. Earnest money deposit will be refunded online through SRM System after approval from the competent Authority. EMD will be credited to the bank account maintained by the bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details, i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address etc. are correctly maintained in SRM System and update the same, if required.

It may be noted that:

- a) In case bank details are not maintained by the bidder in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay, or any other conflict related to the said issue.
- b) MSETCL will not be responsible for any financial implications in case if incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD.

Exemption from paying EMD and SRM Enquiry fees to Micro & Small Enterprises in following cases: -

1. The micro and small enterprises (only manufacturing and Service enterprises) as defined in MSMED Act 2006 are exempted from paying EMD and SRM Enquiry fees. The Udyog Aadhar Memorandum and Udyog Aadhar registration certificate submitted by said enterprises should indicate the same Material/Service as required against the tender floated.
2. The bidder must pay EMD and Enquiry fees in following cases,
 - A. If the Micro/Small enterprises Registration Certificate does not indicate the relevant classification code covering Material/Service as required against the tender floated.
 - B. If the investment in Plant and Machinery or Equipment exceeds the threshold limit indicated in the MSMED Act, 2006 (at present the threshold prescribed limit being for Micro- up to Rs. 25 Lakhs, Small: - 25 Lakhs to Rs. 5.00 Cr. As investment in Plant & Machinery and for Micro- up to Rs. 10 Lakhs, Small: - Rs. 10 Lakhs to Rs. 2 Cr. As investment in Equipment).
 - C. In case of work contract, if the Micro and small enterprises submit that the enterprises shall supply all the materials of intended Work contract, manufactured from its own unit, then it

shall be eligible for exemption of payment of EMD & SRM Enquiry fee to MSETCL. However, an undertaking duly notarized from Micro and Small Enterprises to this effect is to be submitted along with bid.

- D.** The works contractors except as stated above and traders are excluded from the benefits of EMD and, hence shall be required to pay EMD or SRM Enquiry fees while participating for SRM Enquiry process at MSETCL
- E.** The registration certificate as submitted by micro and small enterprises should be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountant in practice.

Note: - In case, the micro and small enterprises (who have been exempted from payment of EMD/ SRM Enquiry fees) does not accept the bidder being L1, then such micro and small enterprise shall be debarred from the bidding process for all tenders/ SRM Enquiry at MSETCL for next 2 years from the date of non-acceptance of L1 bid.

3. The EMD is liable to be forfeited under following conditions: -

- a) In case the SRM Enquiry is withdrawn after the bid submission time or after the date of SRM Enquiry opening, but before expiry of the validity period.
- b) In case, the bidder refuses to accept the order placed during the validity period.
- c) In case a bidder fails to pay the prescribed Security Deposit against an order placed within the validity period.

No interest shall be allowed on the EMD in respect of unsuccessful bidder. The EMD will be refunded after finalization of the SRM Enquiry and after producing the transaction document of payment of E.M.D. to the Company, duly discharged in favor of the Company.

SPECIAL TERMS AND CONDITIONS OF THE SRM-ENQUIRY: -

- 1) Value of work Order:** It is the bidder's responsibility to carry out the works under the work order value of **Rs. 86730/-**. If any Extra work carried out by the bidder against the said order, then it will be solely depending at their risk & cost and this company will not be responsible for that.
- 2) Validity of Offer:** The offer shall be valid up to 180 days from the date of opening of the commercial Bid of tender.
- 3) Agreement:** The contractor shall enter into an agreement on Non-Judicial Stamp paper amounting Rs. 500/- (As per estimated Amount) with the MSETCL within 14 days from the date of receipt of the LOI. The MSETCL will not be liable to pay, nor shall the contractor be entitled to claim amount due or payable under the contract until the agreement is executed. The necessary stamp duty for the agreement shall be borne by the contractor.
- 4) Security Deposit:** Successful bidder will have to pay security deposit of 10% of total order amount within 14 days from the date of receipt of LOI at 400kV R.S. Division, Lonikand-II. If you fail to do so, the SD will be recovered from your bills with interest. Also, you will have to apply for a refund of the SD within 6 months after completion of guarantee period as per work order. If you fail to apply within the stipulated period, your SD amount may liable for forfeit & the action will be taken as per MSETCL rules. SD will be refunded only after satisfactory completion of the guarantee period after adjustment of any amount payable by you to MSETCL and after receipt of NOC from concern authority. 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. BG may be ensured as per format enclosed. Please note that, the % of SD/PBG Clause of the work order may vary as per rules & guidelines issued by MSETCL / Govt from time to time. Same will be binding on you. For the offers received below the estimated cost of enquiry, the amount of Performance Bank Guarantee shall be applicable as under.

Table for Sr.no.6.8					
Sr.no.	Offer Received	SD	ASD for Offer upto 10% below	ASD for Offer between 10% to 15% below	ASD for Offer below 15% or more
		Works including Supply			
1	At Par or Above	10%	--		
2	Up to 10% Below	10%	01%		
3	between 10% to 15% below	10%	01%	01% for every 01% or part thereof more than 10%	
4	below 15% or more	10%	01%	05%	02% for every 01% or part thereof more than 15%

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

- 5) Work Completion Period:** - The total work completion period is 1 month from the date of issue of LOI.
- 6) Time is the essence of the Contract:** - The time stipulated in the Contract for the completion of works shall be deemed to be the essence of the Contract. The Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 7) Penalty/ Liquidated Damages:** - If the Bidder fails to complete all the works within the stipulated time completion period, the Owner shall levy liquidated damages for breach of Contract without prejudice to any other rights and/or remedies provided for the Contract. The liquidated damages shall be levied at ½% (half percent) of the total Contract price per week of delay subject to maximum of 10% (Ten percent) of the Contract price for the entire scope of work delay. The Contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Bidder in case the progress is not to the satisfactory of the owner.
- 8) Risk & Cost:** - In case the Bidder fail to complete the work entrusted partly or fully, the undersigned reserves the right to get the balance work carried out through another agency and the difference in cost will be recovered from the bill and S.D. If the balance remained to be recovered the same shall be recovered from the Bidder.
- 9) Execution of the work:** - The execution of work is to be planned in consultation with the concerned Executive Engineer.
- 10) Supervision of the work:** - The works shall be under overall supervision of concerned representative assigned of 400kV R.S Division, Lonikand-II and shall be subject to the approval from concerned Executive Engineer. If it is found that performance of work is unsatisfactory, the contract is liable for termination.
- 11) Consignee:** - The Additional Executive Engineer (Maintenance) or his designated representative.
- 12) Price Variation:** - Price variation clause is not applicable for contract.
- 13) Payment terms:**
1. The bill will be paid against completion of total scope as per Schedule 'A'.
 2. The payment will be made at 400kV R.S. Division, Lonikand-II
 3. The tax invoice clearly indicating GST as applicable, advance stamp receipt, along with the certificate from the Engineer – in- charge for having completed the work satisfactorily must be submitted to 400kV R.S. Division, Lonikand-II.

- 14) GST:** - GST Invoice to be submitted by the Bidder. GST will be paid as per prevailing rates by MSETCL.
- 15) Submission of Tax invoice (bills):** -
- a) Tax Invoice/ bill in triplicate on completion of work is to be submitted to the office of 400kV R.S. Division, Lonikand-II. The payment of same will be normally made within a reasonable period from the date of receipt of the bill.
 - b) Tax Invoice submitted without proper and complete details, will not be admitted for payment and shall be returned at the risk and cost of the Bidder. The delay caused in processing the bills shall be to the Bidder's account. All original documents or certified Xerox copy shall be attached to bill.
- 16) Insurance:** - Fragile/costly material undergoing transportation, loading, unloading, shifting etc. against this order shall be insured by the Company at MSETCL cost. Decision as to which material needs to be insured shall be taken by the Engineer In charge irrespective of whether the goods are insured or not, staff of Bidder must take due care while performing the work. In case the material is not insured and damaged on account of carelessness, improper T&P/Vehicles/equipment used/purposely made compensation will be recovered from the Bidder. This is applicable in the case of your owned or hired vehicle/crane as the case may be.
- 17) Guarantee:** - The successful Bidder will have to provide warranty / guarantee for the provided material for a period of 12 months from the date of delivery at concerned office of MSETCL. Any defects developed during the guarantee period of 12 months from the date of delivery at concerned office of MSETCL, shall be rectified or made good by you at your own cost. Further, servicing of the water cooler cum purifier shall be done as per the recommended by OEM free of cost.
- 18) Interpretation:** - If the Bidder has any doubt about the meaning of any portion of this Bid, He should at once seek clarification from the undersigned in writing, in any case, before at Least three days before the due date. Additions or alterations in Bid form / conditions etc. by the Bidder without the consent of the undersigned are not permissible. In case of any dispute whatsoever, regarding interpretation of the terms and conditions, or quality, the decision of the undersigned will be final and binding on the Bidder.
- 19) Acceptance of Bid:** - The MSETCL reserves the right to reject or place order for any of the items of work. There is no binding on the MSETCL to accept the lowest or any other Bids. There is also no binding on the MSETCL to disclose analysis or report or notes to the Bidder. The MSETCL reserves the right to reject any Bid which does not confirm to any of the conditions. The decision regarding the acceptance of the Bid shall be intimated by MSETCL within a period of 90 days from the opening of the Technical Bid & the Bidder shall be bound to complete the work when the acceptance is intimated at the Bidder address.
- 20) Hindrance of work:** - If the work has to be suspended due to any reason, the MSETCL shall not pay any compensation / Damage to the contractor for items like labor, idle machinery, vehicles etc. However, in such case the contractor will be paid for the actual work executed by him under the supervision & measured by the concerned Executive Engineer. A separate register shall be maintained jointly by the in-charge and the agency.
- 21) Quantities:** - The quantities required are mentioned in the Schedule 'A'.
- 22) Damages to Persons and Property:** - The Bidder shall indemnify MSETCL 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. During execution of work any damage/loss to the Transmission Company's property occurs will be recovered from the Bidder.
- 23) Contractor's employees:** - The Bidders shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works. The Bidder shall

provide housing accommodation to his employees. He 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 Bidder himself. The Bidder should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.

- 24) Sub-letting of Contract:** - The contract, or any thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principal contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.
- 25) Force Majeure:** - The following clauses which substantially affect the performance of the Contract shall only be considered as force majeure conditions: Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes. Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a clause, notify the other party in writing of such cause with sufficient documentary proof.
- 26) Income Tax, GST, TDS and Labour Cess:** - Income Tax, GST, TDS and Labour cess as applicable will be deducted from the bills as per rules & regulations. All applicable taxes & levies are deducted (if applicable) at the time of payment.
- 27) Details Confidential:** - The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the works and shall not use the sites for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe during the course of execution of contract you may receive information of the confidential nature or proprietary nature which is to be used only during the course of execution of work (whenever necessary). Such a type of information is not to be disclosed with another party. Hence at the time of the contract you will have to give an undertaking regarding nondisclosure of confidential information.
- 28) Disputes:** -All disputes and differences of any kind whatsoever arising out of or in connection with the 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 E.E. and the E.E. shall notify decisions of all matters to the contractor in writing.
- 29) Termination of Contract:** - The undersigned reserves the right to cancel the contract, after giving due notice to the contractor, in the event of the breach of contract in any respect or undue delay in execution of work / starting of the work.
- 30) Applicability of General Conditions of Contract:** - Notwithstanding anything stated herein, the MSETCL's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract also.
- 31) Jurisdiction:** - Any disputes or differences, arising out of, if any, in connection with this contract, shall be subject to exclusive jurisdiction of the Pune District only.

32) The undersigned reserves the right to cancel the enquiry without assigning any reasons at any stage thereof.

Thanking you.

**Sd/-
Sanjaykumar Ramteke
Executive Engineer
400kV R.S. Division, Lonikand-II**

 <p>MAHA TRANSCO Maharashtra State Electricity Transmission Co. Ltd.</p>	<p>MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED Government of Maharashtra (Undertaking) (CIN No- U40109MH2005SGC153646) Office of the Executive Engineer 400kV R.S. Division, Lonikand-II Sambhaji Nagar, At post-Lonikand, Tal-Haveli, Dist-Pune Maharashtra-412216 Phone no.-8208454909 Email:ee6190@mahatransco.in</p>	
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Schedule A

Sub: - SRM Enquiry for supply & installation of 1 no of 40-liter Water cooler & 1 no. of 40-liter RO+UV Purifier for 400kV R.S. Division, Lonikand-II. (RFx No.-7000034885)

Sr. No.	Particular	Material/ Service Number	Qty	Ex Rate	GST	Unit Rate	Amt. in Rs.
1	Water Cooler, Capacity- 40 Liter, Make- Blue Star	500004025	1	38500	6930.00	45430	45430
2	RO+UV Purifier, Capacity- 40 liter Make- Aqua Grand	500026811	1	35000	6300.00	41300	41300
Total Amount:							86730/-
Amount in Words – Rs. Eighty-Six thousand, Seven Hundred & Thirty only inclusive of all taxes & GST							

Sd/-
Sanjaykumar Ramteke
Executive Engineer
400kV R.S. Division, Lonikand-II



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

ANNEXURE-A

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

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

As on date of submission of this tender, I / We hereby declare that My / our Firm is not Debarred / Blacklisted anywhere by any Government / Semi-Government / Other Power Utilities. The above declaration is true to the best of My / Our knowledge and belief.

I / We hereby agree that in case My / our Firm is found Debarred / Blacklisted anywhere by any Government/ Semi-Government / Other Power Utilities, My / Our Offer is liable for rejection at any stage of Tendering process.

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

Authorized Signatory

Seal of the Firm