

 <p>MAHATRANSCO Maharashtra State Electricity Transmission Co. Ltd.</p>	<p align="center">MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED (CIN No. U40109MH2005SGC153646) Office of the Superintending Engineer, EHV O&M Circle, Pune Administrative Building, 3rd floor, Block No.404, Rasta Peth, Pune-411 011 (O) 26131729 Mail: se6100@mahatransco.in</p>	
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No. SE/EHV/O&M/Circle/Pune/T/No. 516

Date: 28.02.2025

ENQUIRY

Subject: Enquiry for supply & installation of 1 No of water cooler Cum purifier for Technical, F&A and HR section under EHV O&M Circle, Pune.

Dear Sir,

Sealed & super scribed quotations are invited, so as to reach this office on or before **10.03.2025** up to **11:00 Hrs.** for supply & installation of 1 No of water cooler Cum purifier for Technical, F&A and HR section under EHV O&M Circle, Pune on following Terms & Conditions and as per schedule "A" mentioned below.

The bidders are requested to go through the following instruction in case of any doubt, get them clarified in writing or in person from the office of the Executive Engineer, MSETCL, EHV O&M Circle, Pune in advance at least before three days.

TERMS AND CONDITIONS:

1. The offer should be submitted in two separate sealed envelopes contained in one main envelope super scribing the subject.

Separate envelopes shall be as follows:

1) Envelop I: This contain documents mentioned below:

- a) Valid copy of Goods & Service Tax (GST) (if any)
- b) Copy of PAN
- c) Valid copy of Shop Act/NOC from Grampanchayat
- d) 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 certificates 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.
- e) Bidders must submit an undertaking in the attached Schedule (i.e. Schedule-B) 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, anywhere, 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.

Above documents shall be verified by Technical & F&A Section.

2) Envelop II: Price Bid Document.

This should contain only price bid in given schedule “A”, not in another format.

Above both “Envelope I & Envelope II” shall be enclosed in another big envelope in sealed & super scribed the subject of the work.

After verifying the full documents in envelope-I, if it is found that, the bidder fulfills the desired prerequisites; Envelope-II will be opened. If the same is not found meeting the prerequisite, Envelope-II will not be opened.

Quotations with incomplete details or submitted without sealing or super scribing or not submitted in prescribed form etc. are liable to reject. **Offer on fax or E-Mail will not be accepted. This office will not be responsible in delay in postal transit.**

SPECIAL TERMS AND CONDITIONS OF THE ENQUIRY

- 1) **Value of work Order:** It is the bidder’s responsibility to carry out the works under the work order value of Rs.**78,877.00**/. 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 07 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 10% of total order amount within 7 days from the date of receipt of LOI at EHV O&M Circle, Pune. 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 **15 days 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 EHV O&M Circle, Pune 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) **Operating Authority:** This contract will be operated by the concerned Executive Engineer 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 Annexure 'A'.
2. The payment will be made at EHV O&M Circle, Pune.
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 EHV O&M Circle, Pune.

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 EHV O&M Circle, Pune. 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 Annexure '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 prescribed 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 S.E. and the S.E. shall (within 120 days after receipt of the contractor's representative make and notify decisions of all matters to by 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.

S.d/-
Superintending Engineer
EHV O&M Circle, Pune

Copy to:

1. The Manager (F&A), EHV O&M Circle Pune.
2. The Manager (HR), EHV O&M Circle Pune

SCHEDULE 'B'

Name of Work:-:

Name of Bidder & Address :

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 is/are participating in MSETCL's Tender 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 /MSETCL, 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 / MSETCL, anywhere, My 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 /MSETCL 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.

Signature of the Bidder_____

Name_____

Designation_____

Date_____

Authorized common Rubber Stamp /Seal_____

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Annexure 'A'

Sr. No.	Particulars	Qty	Ex Rate	GST	Unit Rate	Amt. in Rs.
1	1 No of water cooler cum purifier to be procured with following specifications: 1.Filter Cartridges:- Sediment, Carbon Block 2.Purification Production Rate:- 40L/hr or more 3.Body Material:- ABS Food Grade Plastic 4.Applications :- Suitable for Brackish/Tap Water 5.Input Power Supply:- 230 V AC, 50 Hz 6.Storage Capacity:- 20 L or more 7.Installation:- Floor Standing	1	65870	11856 .6	78876 .60	78876.60
Total Amount						78,876.60
Amount in Words – Rs. Seventy Eight Thousand Eight Hundred and Seventy Seven only.						

The contractors have to quote above/below/At par in % in respect of total Amount. The contractor should not quote above/below/At par of individual items, such Price bid will be rejected.

1. -----% **Below** (In words -----) of the above total estimated cost.
2. ----- **At Par** (In words -----) of the above total estimated cost.
3. -----% **Above** (In word-----) of the above total estimated cost.

The Terms & Conditions are as follows:

- 1) The rate should be quoted on a firm quotation basis.
- 2) The rates should be exclusive of all taxes. Taxes should be quoted extra.

Thanking you,

Dated

Signature of Contractor with Seal

Name -----

Address-----

S.d/-
Superintending Engineer
EHV O&M Circle, Pune