

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

EHV O&M DIVISION, AMRAVATI

T-06

2017-18



- RFx No.** : **7000006097**
- Tender No.** : MSETCL/EE/EHV O&M/DIV/AMT/Tech/2016-17/T-06 dtd. 05.09.2017.
- For Works of** : Providing & fixing of Non-Conductive Spike Guard for 220kV EHV Lines under EHV O&M Division Amravati.
- Tender Fee** : Rs. 500/-plus GST (As applicable)
- Estimated Cost** : **Rs. 24,91,553/- (Twenty Four Lack Ninty One Thousand Five Hundred & Fifty Three only)**
- EMD** : **Rs. 24,915/- (Refundable) (Rs. Twenty four Thousand Nine Hundred Fifteen only)**

Downloading of Tender documents	Tender Available at
From Date 07.09.2017 (00:00Hrs) To Date 06.10.2017 upto 23:59 Hrs	https://srmetender.mahatransco.in/
For submission of Tender	For Opening of Tender
Last Date of submission 06.10.2017 upto 23:59 Hrs	Technical Bid: Date 07.10.2017 at 11:00 hrs. if possible. Commercial Bid: Date 10.10.2017 at 11:00 hrs if possible

Address:

Executive Engineer
EHV O&M Division
Old Power House Premises
Shrikrushna Peth,
Daffrin Hospital Road, Amravati - 444 601.

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV O&M DIVISION, AMRAVATI**

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MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

EHV O&M DIVISION AMRAVATI



SRM E-TENDER NOTICE

MSETCL invites online bids (e-Tender) from registered agencies on MSETCL's e-Tendering website.

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

Sr. No.	Tender No. & Description of Work
1	Providing & fixing of Non-Conductive Spike Guard for 220kV EHV Lines under EHV O&M Division Amravati. RFx No. : 7000006097 T. NO.: MSETCL/EE/EHV O&M/D/Amt/Tech/2016-17/T-06 dtd. 05.09.2017 Estimated Cost : Rs. 24,91,553/-
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Tender Available at	
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Last Date of submission 06.10.2017 upto 23:59 Hrs	Technical Bid: Date 07.10.2017 at 11:00 hrs. if possible. Commercial Bid: Date 10.10.2017 at 11:00 hrs if possible

Contact Person:- The Add. Executive Engineer(O), EHV(O&M) Division, Old Power House Campus, Near Duffrin Hospital, Shrikrishnapeth, Amravati - 444 601.

Contact No.:- 0721-2661582, Mob No-8554989350 E-mail Id:-

dye1110@mahatransco.in

1. Relevant portions of the Tender which the tenderers have to fill would be available online on aforesaid website.

2. EMD amount Rs. 24915/- (Refundable) (Rs. Twenty four Thousand Nine Hundred & Fifteen only) (Refundable) & Tender Fees Rs. 500/- plus GST as applicable (non refundable) should be paid by the bidder online only. Bidder can pay through credit card or by their Axis Bank Account (NEFT/RTGS) transfer. Payment conformation will be done by CO.

3. Tender documents can be downloaded only online from aforesaid website.

4. Eligible Supplier/ agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related problems.

5. Scan Copy of EMD & Tender fees receipt (Money Receipt i.e.MR)/Transaction No. should be submitted online along with Tender supporting documents while bidding in Technical bid, otherwise agency will be straightway disqualified.

Note: All eligible & interested Supplier are mandated to get enrolled on SRM E-Tendering portal (<https://srmetender.mahatransco.in/>)

Sd/-
Executive Engineer
EHV O&M Division, Amravati.

4. INSTRUCTION TO BIDDERS

- 4.1 The detailed specification with general conditions of the tender and prescribed form will be available on the company's website <https://srmetender.mahatransco.in/>. All bidders are requested to read all the terms and conditions and clauses very carefully.
- 4.2 EMD amount **Rs. 24,915/- (Twenty Four Thousand Nine Hundred & Fifteen only) and Tender Fees Rs. 500/- plus GST as applicable** per tender (non-refundable) shall be paid on-line only. Payment in cash / DD will not be accepted. Bidder can pay through credit card or by their Axis Bank account (NEFT/ RTGS) transfer. The payment confirmation will be done by the Corporate Office. For payment confirmation, copy of email by which the information of Tender No. / Amount paid / Transaction id and the mode of payment (i.e. through credit card or net banking) send directly to the following mail ids by the bidder shall be submitted along with the bid.
sradmin@mahatransco.in: for Technical issues
EMD of the unsuccessful bidders will be returned within 90 days after the successful bidder is decided.
- 4.3 Validity of bid shall be at least **SIX** months from the date of opening of tender.
- 4.4 All other terms and condition of supply / services prescribed by MSETCL from time to time will be applicable to this tender also.
- 4.5 Eligible bidders should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related problems.
- 4.6 All the required documents for Technical Bid must be available with the bidder. Failure to produce the required documents shall disqualify the bidder for the bid.
- 4.7 The bidder must fill the rates properly in offer bid (Schedule-A). Schedule "A" duly stamped and signed by the agency must be submitted along with offer bid. Hypothetical logics & any ifs and buts will not be taken into consideration while comparing the rates. Offered prices will be considered maximum upto 2 decimal points. example 4.25 % above or below can be considered while 4.258% will not be considered and such offers are liable for rejection. Additional information, if any and which is necessary, for particular bid should be given below the rate digitally signed by the bidder. Same should be submitted in the Commercial Bid. Conditional offers are liable for rejection.

- 4.8** The bid shall be filled in by responsible and authorized person in all respect. The authorization of the person signing the bid shall be submitted and those should be authorized by the person not below the rank of the Director / Proprietor of the bidder.
- 4.9** Bid will not be treated valid unless digitally signed.
- 4.10** The bid will be governed by the general rule and directives of MSETCL for the bidders.
- 4.11** The bidders shall be deemed to have full knowledge of e-tendering, all required documents, site conditions etc.
- 4.12** Right to reject or accept any or all bids without assigning any reasons thereof is reserved by the undersigned. The undersigned also reserves the right to increase or decrease the amount of order mentioned in the tender form.
- 4.13** In case of any dispute regarding any clause of the tender document the decision of the undersigned will be final and binding on the bidders.
- 4.14** The disputes, if any, under this tender shall be subjected to the jurisdiction of the **Amravati Court only.**
- 4.15** If more than one bidder quote the same rate, then in order to execute the work as early as possible, the undersigned reserves the right to award one or more than one contract considering the bidders' previous experience, ability to do work, work already executed, etc and in such case it will not be binding on the undersigned to issue order to more than one bidder.
- 4.16** The estimated cost is tentative and may change as per actual requirements from time to time.
- 4.17** Regarding any doubt about any term, clause, condition should be got cleared from Add.E.E. before submission of price bid during official hours (10:00 hrs to 17:30 hrs). Any claim arising latter on will not be considered at all.
- 4.18** **The scope of work covers EHV O&M division Amravati. Jurisdiction of EHV O&M division Amravati is Amravati district.**

Sd/-
Executive Engineer
EHV O&M Division, Amravati.

5. General Conditions of Contract

5.1 DEFINITION OF TERMS

In this Contract (as hereinafter defined), the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires

- 5.1.1 "**Owner**" means Maharashtra State Electricity Transmission Co. Ltd. (MSETCL) and shall include the legal successors in title to the Owner, its legal representatives and any permitted assigns of the Owner;
- 5.1.2 '**Bidder**' means the person or the agency submitting the bid under this tender.
- 5.1.3 "**Contractor**" means the Bidder whose bid has been accepted by the Owner for the award of contract and shall include such successful Bidder's legal representatives, successors and permitted assigns (authorised);
- 5.1.4 '**Contract**' shall mean the agreement to be entered into by the Owner with the successful bidder and shall include all the documents defined under contract documents;
- 5.1.5 '**RFx**' means e-tender floated by MSETCL in SRM e-tendering system on SRM portal <https://srmetender.mahatransco.in/>

5.2 Submission of bid:

- 5.2.1 e-Tender for the subject contract shall be submitted in two bid method on the MSETCL's SRM portal (<https://srmetender.mahatransco.in/>).
- 5.2.2 All the relevant document shown in Table No. 5.3.1 must be uploaded in the Technical Bid option only.
- 5.2.3 The Price Bid must be uploaded only in the Commercial Bid option of the respective e-tender in which the bidder is interested.
- 5.2.4 If any of the document/even a single page in the commercial bid wrongly/mistakenly uploaded in Technical bid shall disqualify the bidder.

5.3 Technical Bid:

- 5.3.1 In the Technical Bid option, the bidder is required to upload the required documents **in pdf format only**. All the technical document should preferably be scanned into **only one file**.
- 5.3.2 The bidders are requested to scan the documents with the resolution of 150 – 200 dpi and in black and white colour and convert into pdf format.

If document is not submitted in pdf format (i.e. in BMP, JPG, TTF etc.) it will not be considered for further processing of the tender and no further correspondences will be accepted in this regard and his commercial bid will not be opened.

The bidder should try to keep the size of the submission as minimum as possible. Total submission of the bidder should not exceed 5 MB.

5.3.3 Scanned documents shall be clearly legible. Documents will not be considered for further procedure of the tender if it is not legible and no further correspondences will be accepted in this regard and his commercial bid will not be opened.

5.3.4 The bidders shall submit following documents for qualification of Technical Bid.

Table No. 5.3.1: Documents to be essentially submitted for qualification of Technical Bid:

Sr. No.	Document
1.	Valid Shop & Establishment Registration Copy.
2.	Valid Electrical Contractor's License.
3.	Valid GST registration Certificate.
4.	Copy of PAN Card.
5.	Tender Form (Undertaking of the bidder) .
6.	Proof regarding payment of tender fee & E.M.D.
7.	True copy of CA's Certificate. (The bidder's average annual turnover of last 3 years should not be less than the estimated cost i.e. Rs. 24.91 Lakhs.)
8.	Valid Solvency Certificate of any Nationalized / Scheduled bank for the current year for the amount of not less than 25% (Twenty Five percent) of the estimated amount of the bid.
9.	Satisfactory work completion certificate issued by an officer not below the rank of E.E. in last Five Years prior to the last date of submission of the bid having order amount atleast 40% of estimated cost in single order of EHV transmission line works. [Experience Certificate indicating the amount / Order Copies].
10.	EPF Registration Certificate (if applicable) .
11.	Income tax returns of last three years.
12.	In case of a registered partnership firm, a letter by all partners authorizing any one partner to deal with the company regarding the bid / contract. .
13.	In case of JV, condtions as per clause 5.4.4 should be satisfied.

Note: Scanned copies of original documents or duly self attested copies of certificate should be submitted for technical bid.

5.4 Qualifying Requirements:

5.4.1 The bidder must have valid certification of registration with MSETCL for SRM e-Tendering.

5.4.2 The bidder should have valid Electrical Contractor's Licence from the State Government, PAN card, Income tax return for last 3 years, valid GST registration.

5.4.3 The bidder must have Satisfactory work completion certificate issued by an officer not below the rank of E.E. in last Five Years prior to the last date of submission of the bid having order amount Rs. 5 lakh in single order of EHV transmission line works. [Experience Certificate indicating the amount / Order Copies].

(Experience certificate along with Work order is compulsory)

5.4.4 JV Clause

In case of joint venture (Not more than 2 partners including lead partner).

The principal (lead) bidder who desires to bid against this specification may submit the offer jointly with erection contractor/equipment manufacturer by entering into a legally valid agreement subject to fulfilment of following requirements.

- a. The number of partners in a joint venture should not be more than 2, including the lead partner.
- b. One of the partners shall be authorized to be in charge (lead partner), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of both partners.
- c. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on both partners.
- d. The partner in charge shall be authorized to incur liabilities, raise invoice receive payments and receive instructions for and or behalf of both partners of the joint venture and for the entire execution of contract.
- e. Both partners of the joint venture shall be jointly and severally liable for execution of the contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract agreement (in case of a successful bid)
- f. A copy of agreement entered into by the joint venture partners shall be submitted with the bid. The joint venture agreement should indicate precisely the responsibility of both members of JV in respect of planning, design, supply of materials and equipment, key personnel, work execution and financing of the project. This should not be varied/modified subsequently without approval of the Employer.
- g. Both partners together shall meet all the qualifying criteria.

5.4.5 The bidder has to produce the sample of the spike guards he is intending to use for the works and got approved from the Executive Engineer, EHV O&M Division, Amravati.

The sample should be got approved prior to submission of the bid and the approval letter be obtained from the undersigned. The bidders are required to submit copy of the letter alongwith the bid.

Bids of only those bidders shall be opened who has got his sample duly approved.

5.4.6 The bidder shall produce certificates from the manufacturer , if the bidder himself is not the manufacturer, regarding

1) The Manufacturer's consent about supplying material to the bidder for this bid

2) Conformity of specialization of the material specification in the bid

5.4.7 The contractor will have to Supply Non conductive spike spike guards for EHV lines and S/S under EHV O&M Division Amravati and confirming the following specifications

Specifications of Non conductive spike guards:

- i) Length of spike guard : 300 ± 10 mm.
- ii) Width : 53.5 ± 0.5 mm.
- iii) Height of spikes : 75 to 80 mm approx.
- iv) Head of spike : Sharp, Pointed, 9 ± 2 mm, should be blackodized
- v) Material Test : a) Shall confirm Volume resistivity, Surface resistivity vide ASTM 0257 Test method
b) Glow wire test @ 650°C vide IS:14772-2000
- vi) Fixing arrangement : It must be simple and user friendly and should require minimum manual labour to fix the spike guard on the cross-arm.
- vii) Other requirements : The spike guard shall sustain all weather conditions such as solar radiation, high temperature, wind pressure, moisture / humidity and heavy rains.

5.4.8 Preference will be given to the sample with superior specifications mentioned above and also additional features, if any.

5.4.9 The bidder has essentially to submit the documents listed in the **Table 5.3.1**. Failure to produce any of the required documents will disqualify the tender for opening of commercial bid.

5.5 Commercial Bid:

5.5.1 Bidder has to quote the rates at appropriate locations provided. The Bidders shall quote the prices inclusive of all duties & taxes in the prescribed schedule. Bidders quoting a system of pricing other than that will be rejected. The commercial bid will be opened online in respect of those bidders who have submitted required documents/certificates in technical bid as required in satisfactory manner & who are qualified. The bidder not fulfilling qualifying requirements will not be consider for further evaluation and shall be disqualified. The bidder will be held responsible during uploading the digitally signed tender documents on SRM e-tender website. If any document is found corrupt / tampered while downloading the document i.e. Internet or website problems, then MSETCL will not be responsible for rejection of bid. Thus proper care should be taken while uploading the digitally signed document.

5.5.2 **If there is any doubt regarding specifications of items in schedule the detail specifications attached in PDF file should be referred.**

5.5.3 Commercial Bid will not be opened unless the bidder qualifies the Technical Bid.

5.6 Documents to be submitted:

5.6.1 The bidder has to submit the qualifying documents as prescribed in the Table 5.3.1.

5.6.2 The bidder shall submit the authorization of his authorized person who will sign the bid and who will deal with the Owner for the specified bid giving his designation and other details.

5.6.3 The bidder shall submit the list of his personnel those who are going to be engaged for the work specified in the bid giving their designation and qualifications.

5.6.4 The bidder will submit an undertaking that he is not intending to sell his organization or merging his organization with any other organization during the period of contract.

5.6.5 The bidder has to note that no deviation in tender conditions will be allowed after bid submission and no time shall be given in any circumstances after opening of Techno- Commercial bid for submission of documents which are missing with offer.

5.7 Bid Opening:

5.7.1 Bidders not submitting the tender fee and the EMD shall not qualify for commercial bid opening.

5.7.2 If the documents submitted in the Technical Bid are found not complying with the requirement of the tender documents, the bid will

be considered as non-responsive and the commercial bid of the corresponding bidder will not be opened for further evaluation.

5.7.3 The undersigned will open the Technical Bid and Commercial Bid of e-Tender on the dates and time as mentioned in the Tender Notice (if possible.)

5.8 Evaluation of bid:

5.8.1 The bidder should quote the rates per unit in rupees, including all taxes for the items as per schedule "A".

5.8.2 For Evaluation of the Tender, the grand total price in **Schedule 'A'** including Taxes shall be considered.

5.8.3 The Ist lowest bidder has to submit the original documents as per table no. 5.3.1. The Work order will be issued after verification of documents by Add. E.E. in consultation with Dy. Manager (F&A).

Price variation shall not be applicable for this contract.

5.9 Right to accept or reject the bid:

5.9.1 The undersigned reserves the right to accept or reject any or all bids and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the action by the undersigned.

5.9.2 The undersigned does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or not acceptance.

5.9.3 The undersigned reserves the right to split up the order, if it is felt necessary in the interest of MSETCL.

5.9.4 If the other Bidder accept to work at lowest Rate received in offer, the company may allot the work by splitting the work to such bidder. However the company reserves the rights to accept or reject the offer. Looking into the urgency of work, capacity of lowest bidder, jurisdiction of work sites etc., the decision of splitting the contract value at lowest rate may be discretion of the authority and in the interest of MSETCL. In such cases the objection of lowest bidder will not be considered.

5.9.5 If during execution of work/supply the bidder fails to execute the work satisfactorily or within the specified time limit which suffers the MSETCL system, the undersigned reserves the right to get the work done through another agencies of the bidding process/or outside agency preferably at the same rates, terms and conditions of the order placed on L1and/or at the risk and cost of the lowest agency.

5.10 Subletting of contract:

5.10.1 The Contractor shall not sublet the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the owner.

5.10.2 The Contractor shall not sublet any part of the works without prior written consent of the Owner i.e. MSETCL.

5.10.3 Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workman as fully as if those were the acts, defaults, neglects of the Contractor, his agents, servants or workmen.

5.11 Agreement and stamp-duty:

The successful bidder has to execute an Agreement with MSETCL within 7 days after receipt of order. The successful bidder shall submit an Agreement Bond on non-judicial stamp paper of Rs. 500 for Rs. 10 lakh and thereafter Rs. 100 for every Rs. 1 lakh or part thereof but limited to Rs. 5 lakh as per the Clause 63 of Mumbai Stamp Duty Act 1958. The expenses towards the stamp paper and preparation of Agreement Bond will be on the part of the contractor.

5.12 Authorized personnel:

The contractor should send his authorized personnel for the works. They should carry his authorization letter. The personnel should have thorough knowledge of the work to be carried out and should be aware of the allowable limits. They should carry a copy of the standards to refer in case of disputes at site.

5.13 Work at site:

5.13.1 The contractor shall obtain the details of work to be carried out from the Engineer/Incharge of respective S/stn, under EHV O&M Division Amravati.

5.13.2 The outages if required will be arranged by MSETCL.

5.13.4 The contractor shall be responsible for any damage or loss to the Owner due to the contractor's activities in the premises of the Owner.

5.13.7 The replaced parts shall be handed over to the MSCTCL after the work.

5.14 Liability of accidents / loss:

The contractor will be responsible for any accident to any of his personnel or loss to him during the work or the transportation towards the works. The responsibility of the insurance towards the same shall be with the contractor. The compensation to the contractor's personnel will be the responsibility of the contractor.

5.15 The undersigned reserves the right to recover the amount due to any loss/damage to MSETCL's property through agency's outstanding bills either under this Zone or any other MSETCL's zone in Maharashtra.

**Sd/-
Executive Engineer
EHV O&M Division, Amravati.**

6. Special Conditions of Contract

6.1 PRICES:

The rate shall be quoted per unit in rupees for the items as per Schedule "A".

6.2 TAXES:

6.2.1 The Contractor shall be entirely responsible for all taxes (Other than mentioned in offer bid), stamp duties, license fee and other such levies.

6.2.2 Any taxes and / or duties, which are not indicated in the offer, shall be considered as NIL or inclusive and no reimbursement will be allowed on such taxes and duties including any variation thereof. However, if the Owner is required to pay any amount towards the above taxes and / or duties, the same will be recovered from the Contractor.

6.2.3 The Owner reserves rights to recover any excess payments effected towards taxes / duties from any other payable invoices / Contract Performance Security of the Contractor.

6.3 STATUTORY VARIATION FOR TAXES AND DUTIES:

6.3.1 If any tax or duty is newly introduced by the Indian Central or State Govt. applicable for this work with effect from the next day to record date and onwards and if the Contractor is required to pay any amount towards this tax or duty then the Owner shall reimburse to the Contractor such payments against documentary proof.

6.3.2 Any amount due to (\pm) variation in any statutory taxes and duties shall be reimbursed / recovered by the Owner at actual on submission of documentary evidence for direct transaction between the Owner and the Contractor.

No claim for any increase towards the statutory variation shall be entertained by the Owner during the extended period of the Contract, if any, provided the extension of the Contract is required by causes attributable to the Contractor.

6.3.3 The claims against statutory variation, if payable, would be settled as reimbursement of payment at actual. While submitting such claims, the Contractor shall include documentary evidence to establish that the extra amount claimed by the Contractor due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

6.4 VALIDITY OF ORDER:

The order will be valid for a period mentioned in the work order or until exhausting of the order amount, whichever is the earlier.

6.5 TOTAL VALUE OF CONTRACT:

The total value of this contract including taxes is limited to **Rs. 24,91,553/- (Twenty Four Lack Ninty One Thousand Five Hundred & Fifty Three only)**

6.6 SECURITY DEPOSIT:

5 % of the value of the order is to be paid as **Security Deposit** by cash at the Office of the Executive Engineer, EHV O&M Division, Amravati. The Security Deposit can also be paid by Demand Draft / Fixed Deposit / Bank Guarantee in the name of Executive Engineer, EHV O&M Division, Amravati, within seven days from the date of receipt of this order. No interest will be paid on this amount and this will be refunded after satisfactory execution of works / guarantee period, whichever is later. **Guarantee period will be six months from the date of expiry of the order.**

The Bank Guarantee shall be on a Scheduled Bank / Nationalised Bank.

The Security Deposit will be returned to the Contractor without any interest after 180 days of successful completion of the Contract Period and after completion of Contractor's other obligations under the Contract subject to NOC from the field offices.

6.7 WORKING PERIOD:

Planned works should be carried out **within 7 days from the date of intimation** given by the concerned SDO / substation-in-charge to the contractor. The working period should be strictly adhered to. Urgent works shall be taken up immediately after the call.

6.8 QUALITY:

Work should be carried out as per standards.

6.9 TEST CERTIFICATE/ JOINT INSPECTION REPORT:

6.9.1 The joint inspection report shall be signed by the SDO and the contractors representative after the completion of work. The observation / Comments/ should be given on the reports.

- 6.9.2 The certificate not signed by the contractor's representative and the SDO will be treated as invalid and no payment towards the work will be released.
- 6.10 **BILLS:**
RA Bill proportional to successfully completed work (not against the supply of material) in triplicate along with the test reports, MOM should submitted to the concerned SDO.
- 6.11 **TERMS OF PAYMENT:**
The payment will be made to the contractors as per availability of fund.
No advance payment will be granted against the contract.
- 6.12 **INCOME TAX:**
Income Tax, as per the government rules, will be recovered from your bills at source.
- 6.13 **PENALTY:**
- 6.13.1 For delay penalty @ of 1/2% per week maximum up to 10% shall be imposed on the cost of the work.
- 6.13.2 Proper documentary proof shall be attached if the delay is not on the part of the contractor or it was due to unavoidable circumstances.
- 6.14 **CONTRACTOR'S DEFAULT:**
In the case you fail to complete work fully Or partially, the security deposit will be **forfeited** to 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.
- 6.15 **DEDUCTION:**
Any Amount which become payable by the contractor to the MSETCL under particular contract will be deducted by the Owner from any amount due or becoming due by him to the contract under the same or any other contract.
- 6.16 **SAVE AND EXCEPT:**
Amount due on account of damage or compensation for default or breach of contract by the contractor in which case instead of deduction of the same amount shall be retained and the Owner shall have the right on amount so retained or withheld.

6.17 JURISDICTION:

Jurisdiction of all disputes, legal proceeding regarding work done Under the contract shall be within the jurisdiction of Amravati Court only.

6.18 All the working personnel should be life insured and copy of insurance certificate to be submitted to respective division office. The site will not be handed over till such certificate is submitted.

6.19 IDLING CHARGES:

6.19.1 Idling charges, mobilization charges due to cancellation of approved outages for any reason will not be applicable to MSETCL.

6.20 GENERAL:

The bidder are also deemed to be fully aware of the company's general conditions of contract for work, supply of equipment / material and any ignorance of any of the condition will not exempt you from liability to abide by the same.

6.21 RIGHT TO CANCEL THE CONTRACT:

Undersigned has reserved the right to cancel the Tender/order as whole or part without assigning any reasons.

6.22 The care should be taken while quoting the rates whether the work is of scattered nature or otherwise.

**Sd/-
Executive Engineer
EHV O&M Division, Amravati.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY
LTD.**

Trans(O&M) Division, Amravati

SPECIAL INSTRUCTIONS

1. These special conditions of contract, supplement the instructions to bidder and the General Conditions of contract as applicable to works contract document, where in provisions of these special conditions are at variance with the General Conditions of contract.

2. SCOPE OF WORK : Providing & fixing of Non-Conductive Spike Guard for 220kV EHV Lines under EHV O&M Division Amravati.

3. TOOLS PLANTS AND MACHINERY:

The contractor shall have sufficient and adequate T&P with him. The representative or authorized representative of the owner (MSETCL) will verify the work ability & availability of T&P owned by contractor. If the inadequacy is observed, contractor should comply all short falls and after written consent of EE/SE, he should start/commence the execution.

The Contractor shall bring his all constructional tools, plant and machinery for this work. Plant and machinery as are available with the Company may be made available at the discretion of the Executive Engineer or his representative to the contractor on payment of hire charges as fixed by the Company. Such hire charges will be recoverable every month from the contractor's bills and shall be charged for the period as stipulated in the anticipated rate. No claim for compensation will be given by the Company for the delay caused to the works by the non-working of any machinery's tools and plants given to the, contractor by the Company. The contractor shall employ skilled mechanics for the operation of the equipment hired to him by the Company and shall return the equipment in the same running condition as it was when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear.

4. HOUSING AND ACCOMMODATIONS:

Contractor will make his own arrangement for the housing of his staff and labours.

5. WORKING HOURS AND OTHER WORKS AT SITE:

The contractor shall work amicably and co-operate with the Company in case and other work also is being carried out at the site. As such, it may please be noted by the contractor that he has to work without causing any interference or disturbance to the Departmental work or work of the other contractors. The hours of work for the labour employed by the contractor will be approved by the Engineer-in-charge.

6. STACKING OF MATERIALS:

The material shall be stacked at approved places only and without obstruction to other work.

7. The contractor must also provide for necessary skilled and unskilled workmen for each class of work and the Engineer-in-charge have the right to satisfy himself about the suitability or otherwise of such workmen. The Engineer-in-charge shall have the right to demand the removal of any Technical personnel, skilled or unskilled worker who in his opinion are considered to cause bad workmanship in the execution of the work or to cause indiscipline.

8. The contractor shall also provide the necessary staff such as labour and also materials, scaffolding shorting, tools and plants of every kind, quality and description. Whatsoever for the efficient execution of the work

9. DAMAGE OF WORK:

The works whether fully completed or incomplete, all the materials, machinery plants, tools temporary building, and other things connected there which shall remain at the risk and in the sole charge of the contractor until the completed work has been handed over to the Engineer-in-charge and till completion certificate has been obtained from the Engineer-in-charge. Until such handing over of the completed work, the contractor shall at his own cost take all precautions reasonably necessary to keep all the aforesaid works and other things connected therewith, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage, at his own cost.

10. MSETCL DECISION FINAL:

If any question or differences in r/o any conditions arise between the contractor and Engineer-in-charge the decision of Executive Engineer will be final and binding on both parties.

11. OUTBREAK OF WAR:

i) During the period of the contract if there is an outbreak of war, (whether declared or not) which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause, continue to use his best endeavor to complete the execution of the works provided always that the owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving notice in writing to the contractor and upon such notice being given, this contract shall (save as to the rights of the parties under this clause and to the operation of clauses entitled settlement of Dispute-Arbitration) hereof be terminated but without prejudice to the rights of either parties in respect of any antecedent breach thereof, dice to the rights of either parties in respect of any antecedent breach thereof. ii) If the contract is to be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence, remove from the site all the contractor's equipment and shall give similar facilities to his sub-contractors to do so.

iii) If the contract is to be terminated as aforesaid, the contractor shall be paid by the owner (in so far as such amounts or items shall not have already been covered by on account payment made to the contractor) for all work executed

and accepted by the Engineer prior to the date of termination at the rates and prices provided in the contract.

iv) In the event of any dispute in regard to the price of the works and portion of the payment to be made to the contractor, the decision of the Engineer in charge shall be final.

v) The contractor will be further required to transfer the title and provide the owner the following detailed works and as directed by the owner.

a) Any completed works.

b) Such partially completed works including drawings, information and contract rights as the contractor has specifically performed, produced or acquired for the performance of the contract.

12. FORCE MEASURE:

A) The following causes that substantially affect the performance of the contract shall only be considered as force measure condition

i) Natural phenomenon including floods, droughts, earthquakes and epidemics.

ii) Acts of any government, domestic or foreign including war, declared or undeclared, priorities, quarantines, embargoes.

iii) Non availability of Outages required to be provided by MSETCL. Provided the party affected by the "force Measure" shall within fifteen (15) days from the occurrence of such a case, notify the other party in writing of such cause with sufficient documentary proof.

B) Notwithstanding any provision under 13A the owner shall not be in any way be liable for nonperformance either in whole or in part of any contract or for any delay in performance thereof in consequence of any contract or for any delay in performance thereof in consequence of strikes, shortages combination of labour or workman or lockout, breakdown or accident to machinery or accidents of what so ever nature, failure on the part of the railways to supply, sufficient wagons to carry essential raw materials etc. and furnished produces from the stores etc. These causes shall not be treated as "Force measure" but subject to the provision and stipulation made in clause of liquidated damages of late delivery.

C) The Contractor or the owner shall not be liable for delays in performing their respective

obligations resulting from any force measure causes as defined above, the date of completion will be extended for the reasonable time by mutual agreement.

D) In case of damage or destruction of any property or equipments belonging to the contractor due to force measure causes, the MSETCL shall not be liable for same.

E) The MSETCL shall have the right to inform the contractor not to slip any part of the equipment due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any extra charge for storage for a reasonable time.

13. CONTRACTOR LIABLE FOR ALL DAMAGE:

Compensation for all damage done intentionally or unintentionally by contractors laborers, whether in or beyond the limit of MSETCL property shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Chief Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages or deducted by the Engineer-in-

charge from any sums that may be due to or become due from the MSETCL to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect or precaution to prevent the spread of fire and he shall also pay any damage to cost that may be awarded by the court in consequence.

14. RECESSION OF CONTRACT AND FORFEITING OF DEPOSIT:

The contract shall not be assigned or sublet without written approval of the Engineer-in-charge, And, if the contractor assign or sublet his contract or attempts, so to do or become insolvent or commence any proceeding to be adjudicated an insolvent or make any compensation with his creditors or attempts so to do, the Engineer-in-charge, may by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents, to any person in the employee of the MSETCL in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may by notice in writing rescind the contract. In the event of contract being rescinded the Security Deposit of the contract or shall thereupon stand forfeited and be absolutely at the disposal of the MSETCL and the same consequences shall ensure as if the contract had been rescinded under clause 4 hereof and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

15. DECISION OF EXECUTIVE ENGINEER TO BE FINAL:

Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Executive Engineer shall be final conclusive and binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

16. COMPENSATION FOR WORKMEN'S COMPENSATION ACT:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923, herein after called the said Act for injuries caused to the workmen. If such compensation is paid by the MSETCL, as principal employer under Sub-section of section 12 of the said act on behalf of the contractor of the said act it shall be recoverable by the MSETCL from the contractor under Sub-section (2) of the said section. Such compensation shall be recovered in the manner or as per MSETCL Rules.

17. NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:

No compensation shall be allowed for any delay caused in the starting of the work on account or in the case of clearance works, for any delay in according sanction to estimation.

18. ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:

Submission of tender or acceptance of work order shall be treated as acceptance of these conditions of the tender by contractor.

19. INCOME TAX:

Income tax at source at the prevailing rate & WCT as per rules or at the rate-amended from time to time will be deducted from your bill in accordance with the provision of clause 194 (c) of Finance Act 1972 and to that effect a certificate will be issued to the contractor.

20. INSURANCE:

The contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amount to protect his interests and the interest of the Owner, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the contractor. The contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and /or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contractor.

21. JURISDICTION:

All the disputes arising out of this contract shall have exclusive jurisdiction of Amravati Court only.

**Sd/-
Executive Engineer
EHV O&M Division, Amravati.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD
EHV O&M DIVISION, AMRAVATI.**

- 1. Name of work:** Providing & fixing of Non-Conductive Spike Guard for 220kV EHV Lines under EHV O&M Division Amravati.
- 2. Scope of work:** Work of Providing & fixing of Non-Conductive Spike Guard for 220kV EHV Lines under EHV O&M Division Amravati.as per Schedule "A".
- 3. Period of work:** Upto 31.03.2018.
- 4. Estimated Cost** Rs. 24,91,553

SCHEDULE 'A' (Reference purpose only)

S.N.	Description	Unit	Qty	Rate per Unit
1	Providing & Fixing Non Conductive Spike Bird Guard (as per specification below)	No.	1756	1201.66

SPECIFICATION:

- i) Length of spike guard : 300 ± 10 mm.
- ii) Width : 53.5 ± 0.5 mm.
- iii) Height of spikes : 75 to 80 mm approx.
- iv) Head of spike : Sharp, Pointed, 9 ± 2 mm, should be blackodized
- v) Material Test : a) Shall confirm Volume resistivity, Surface resistivity vide ASTM 0257 Test method
b) Glow wire test @ 650°C vide IS:14772-2000
- vi) Fixing arrangement : It must be simple and user friendly and should require minimum manual labour to fix the spike guard on the cross-arm.
- vii) Other requirements : The spike guard shall sustain all weather conditions such as solar radiation, high temperature, wind pressure, moisture / humidity and heavy rains.

Total Estimated Amount: 24,91,553/-

In words:- Rupees Twenty Four Lack Ninty One Thousand Five Hundred & Fifty Three only

Note (1) :- The quantities may vary as per the site conditions.

Note (2) :- The above rates are exclusive of GST.

Note (3) :- 1. The bidder shall quote the rates in SRM only.

2. The bidder should quote the rates per unit in rupees, for the items as per schedule "A".
3. Evaluation of the bid shall be done on the basis of grand total inclusive of all taxes.
4. GST should be quoted in the VAT field of conditions in SRM.

**Sd/-
Executive Engineer
EHV O&M Division, Amravati.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.
LTD
EHV O&M DIVISION, AMRAVATI.**

RFx No.: 7000006097

Tender No.: MSETCL/EE/EHV O&M/D/Amt/Tech/2016-17/T-06 dtd.
05.09.2017

SCHEDULE “B”:

Information of the bidder to be submitted along-with the bid:

The information is to be filled by the bidder at the time of submission of
Technical documents.

Sr. No.	Particulars	Actual Details to be filled by the bidder
1	Name of Division to which the bid is submitted	
2	Tender No.	
3	RFx No	
4	Name of the bidder	
5	Address of the Registered office of the bidder	
6	Contact number of the bidder	
7	Email id of the bidder	
8	Fax no. of the bidder	
9	Name of Bidder's Bank (Scheduled / Nationalized)	
10	Branch and city of the bank	
11	Bidder's Bank Account No.	
12	IFSC Code of the bank	
13	Amount paid excluding taxes for Tender fees	
14	Nature of Taxes and amount in Rs.	
15	Total amount paid towards Tender fees, Rs.	
16	Date of payment / fund transfer	
17	Transaction Id	
18	Amount to paid for EMD , Rs.	
19	Date of payment / fund transfer	
20	Transaction Id	
21	Name of the authorized person representing the bidder in dealing with the tender	
22	Contact number of the authorized person	
23	Email id of the authorized person	

Date:

Sign & seal of Bidder

Name of the bidder:

Name of the signatory:

Designation of the signatory:

MSETCL/EE/EHV O&M/D/Amt/Tech/2016-17/T-06 dtd. 05.09.2017 spike guard

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

EHV O&M Division, Amravati.

SCHEDULE "C"

Ref: MSETCL/EE/EHV O&M/D/Amt/Tech/2016-17/T-06 dtd. 05.09.2017

RFx No.: 7000006097

Sr.No	Name of Document	File name	Page number
1.	Valid Shop & Establishment Registration Copy.		
2.	Valid Electrical Contractor's License		
3.	Valid GST registration Certificate		
4.	Copy of PAN Card		
5.	Tender Form (Undertaking of the bidder)		
6.	Proof regarding payment of tender fee & E.M.D.		
7.	True copy of CA's Certificate. (The bidder's average annual turnover of last 3 years should not be less than the estimated cost i.e. Rs. 23.86 Lakhs.)		
8.	Valid Solvency Certificate of any Nationalized / Scheduled bank for the current year for the amount of not less than 25% (Twenty Five percent) of the estimated amount of the bid.		
9.	Satisfactory work completion certificate issued by an officer not below the rank of E.E. in last Five Years prior to the last date of submission of the bid having order amount Rs. 5 lakh in single order of EHV transmission line works. [Experience Certificate indicating the amount / Order Copies].		
10.	EPF Registration Certificate (if applicable)		
11.	Income tax returns of last three years.		
12.	In case of a registered partnership firm, a letter by all partners authorizing any one partner to deal with the company regarding the bid / contract.		
13.	In case of JV, conditions as per clause 5.4.4 should be satisfied.		

Sign & seal of Bidder

TENDER FORM

To,
The Executive Engineer,
MSETCL, EHV O&M Division,
AMRAVATI.

Sub: Acceptance to terms and conditions of Tender and offer of rates.

Ref: Your tender specification No. MSETCL/EE/EHV O&M/D/Amt/Tech/2016-17/T-06
dtd. 05.09.2017

RFx No.: 7000006097

Dear Sir,

Having examined the above specifications together with accompanying Schedules, the General Conditions of the Contract and conditions applicable to MSETCL's Supply / works contract therein referred to, I / we hereby offer to carry out the supply/ works described in the different sections of the said specifications and Schedule at the rate entered in the attached contract Schedule prices.

I / We, hereby guarantee the performance of our work in full conformity to your specifications and instructions, the particulars entered in the Schedules attached to the specifications and in accordance with the conditions of the contract applicable for the Company's works contract.

Thanking you,

Yours Sincerely,

(Signature of the Bidder)

Name of the Bidder _____

Address & Contact no. of the Bidder _____