

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

T-18

2017-18



- RFx No.** : **700008422(Fourth Call)**
- Tender No.** : MSETCL/EE/EHV O&M/DIV/YTL/Tech/2017-18/T-18(4<sup>th</sup> Call)
- For Works of** : "Annual Maintenance Contract for carrying out breakdown maintenance and routine maintenance of 400 KV Line under jurisdiction of 400 KV Line Maintenance S/Dn Yavatmal under EHV O&M Division, MSETCL, Yavatmal."
- Tender Fee** : Rs. 500/- Plus GST (Non-refundable)
- Estimated Cost** : **Rs. Limited to 25,00,000/- (Rs. Twenty Five Lacks Sixty Four Only)**
- EMD** : **Rs. 25,000/- (Refundable) (Twenty Five Thousand only)**

Downloading of Tender documents	Tender Available at
From Date <b>08.05.2018 (00:00Hrs)</b> To Date <b>22.05.2018, 23:59 Hrs</b>	<a href="https://srmetender.mahatransco.in/">https://srmetender.mahatransco.in/</a>
For submission of Tender	For Opening of Tender
Last Date of submission <b>22.05.2018 upto 23:59 Hrs</b>	<b>Technical Bid:</b> Date <b>23.05.2018 at 12:00 hrs.</b> if possible. <b>Commercial Bid:</b> Date <b>23.05.2018 at 12:30 hrs.</b> if possible

Address:

**Executive Engineer**  
EHV O&M Division  
Third Floor Vidhyut Bhawan,  
Arni road, Yavatmal  
Dist: Yavatmal 445001.

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**

**EHV O&M DIVISION, YAVATMAL.**

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MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

EHV O&M DIVISION YAVATMAL.



**SRM E-TENDER NOTICE**

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

Sr. No.	Tender No. & Description of Work
1	<b>"Annual Maintenance Contract for carrying out breakdown maintenance and routine maintenance of 400 KV Line under jurisdiction of 400 KV Line Maintenance S/Dn Yavatmal under EHV O&amp;M Division, MSETCL, Yavatmal"</b> T. NO.: MSETCL/EE/EHV O&M/D/YTL/Tech/2017-18/T-18 (Fourth Call) <b>Estimated Cost : Rs. 25,00,000/-</b> <b>RFX No.:-7000008422(4<sup>th</sup> Call)</b>
<b>Downloading of Tender documents</b>	
<b>Tender Available at</b>	
From Date <b>08.05.2018 (00:00Hrs)</b>	<a href="https://srmetender.mahatransco.in/">https://srmetender.mahatransco.in/</a>
To Date <b>22.05.2018 , 23:59 Hrs</b>	
<b>For submission of Tender</b>	
<b>For Opening of Tender</b>	
Last Date of submission <b>22.05.2018 up to 23:59 Hrs</b>	<b>Technical Bid:</b> Date <b>23.05.2018 at 12:00 hrs.</b> if possible. <b>Commercial Bid:</b> Date <b>23.05.2018 at 12:30 hrs.</b> if possible

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

Contact Person:- The Executive Engineer, EHV(O&M) Division, Third Floor Vidhyut Bhawan, Arni road, Yavatmal Dist: Yavatmal- 445001.

**Mob No-8554989394** E-mail Id:- [ee1170@mahatransco.in](mailto:ee1170@mahatransco.in)

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

2. EMD amount Rs. 25000/- (Refundable) (Twenty Five Thousand only)(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, Yavatmal.**

## **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. 25,000/- (Rs. Twenty Five Thousand Only (Refundable) and Tender Fees Rs. 500/- (Rs. Five Hundred only)** (plus GST ) 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](mailto: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 **Yavatmal 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 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** Jurisdiction EHV O&M division Yavatmal is Yavatmal district only

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

## **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 **Original Scanned documents shall be clearly legible.** Documents will not 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:**

<b>Sr. No.</b>	<b>Name of Document</b>
1.	Valid Shop & Establishment Registration Copy. (If Applicable)
2.	Valid Electrical Contractor's License.
3.	Valid GST registration No. & 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. 25 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. for similar types of work (in EHV Lines.) carried out within last five years prior to the last date of submission of the bid & at least orders amounting equal to 40 % value of the estimated cost. Similar Type of work means like the work of replacement of Hardware, replacement of Suspension/ Tension String ,Stringing / De-stringing, of conductor. & other EHV Line Work
10.	<b>EPF Registration Certificate (if applicable)</b>
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. .

**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 service tax registration.
- 5.4.3 The bidder should have the accreditation certificate duly renewed. If the bidder does not have a valid accreditation certificate an undertaking shall be submitted that the valid renewal certificate shall be submitted before award of contract.
- 5.4.4 The bidder must have experience of same work for the last five years from the last date of submission of the bid. Experience certificate not below the rank of Executive Engineer shall be submitted showing the agency have the experience of executing this work within last 5 years.

#### **(Experience certificate along with Work order is compulsory)**

- 5.4.5 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.
- 5.4.6 The agency should have its experience with MSETCL/ MSEDCL/MSEGCL/Power Grid/ Government Sector etc.

#### **5.5 Commercial Bid:**

- 5.5.1 Bidder has to quote the rates at appropriate locations provided i.e. in column of VAT & CST. The Bidders shall quote the prices inclusive of GST 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 **The rates to be quoted in Schedule 'A' shall be inclusive of all taxes.**
- 5.5.4 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 i.e GST shall be considered.
- 5.8.3 The 1<sup>st</sup> 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 Dy. 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 accepts 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 Stamp Duty circular. 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/In charge of respective S/stn, under EHV O&M Division Yavatmal.

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, Yavatmal.**

## **6. Special Conditions of Contract**

### **6.1 PRICES:**

**Rs. 25,00,000/- (Rs. Twenty Five Lacks Only)**

The rate shall be quoted per unit in rupees including all taxes 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 The rate to be quoted in Schedule 'A' shall be inclusive of all taxes.

6.2.3 Any taxes 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 the same will be recovered from the Contractor.

6.2.4 The Owner reserves rights to recover any excess payments effected towards taxes 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 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 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 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. **Rs. 25,00,000/- (Rs. Twenty Five Lacks 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, Yavatmal. The Security Deposit can also be paid by Demand Draft / Fixed Deposit / Bank Guarantee in the name of Executive Engineer, EHV O&M Division, Yavatmal, 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 / Nationalized 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:**

After satisfactorily completion of the work, the RA bills in triplicate must be submitted to Add. Executive Engineer, 400 KV Line Maint S/Dn Yavatmal as per actual works executed Add. Executive Engineer, 400 kV Line Maint. S/Dn, Yavatmal after recording & necessary certification of the bill in Measurement book with PMO & PR will submit the same to this office for payments.

6.11 **TERMS OF PAYMENT:**

The payment for Yavatmal division will be made by Ex. Engineer EHV O&M, Division Yavatmal 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 Yavatmal Court only.

**6.18** All the working personnel should be life insured and copy of insurance certificate to be submitted to respective 400 Kv Line Maint. S/Dn Yavatmal 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, Yavatmal.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**  
**Trans(O&M) Division, Yavatmal.**

**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 :** "Annual Maintenance Contract for carrying out breakdown maintenance and routine maintenance of 400 KV Line under jurisdiction of 400 KV Line Maintenance S/Dn Yavatmal under EHV O&M Division, MSETCL, Yavatmal." RFX No: ) 7000008422(Fourth Call)

**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 shoring, 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 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 contractor 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 Yavatmal Court only.

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

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

**1. Name of work:** "Annual Maintenance Contract for carrying out breakdown maintenance and routine maintenance of 400 KV Line under jurisdiction of 400 KV Line Maintenance S/Dn Yavatmal under EHV O&M Division, MSETCL, Yavatmal." **RFx No: )**  
**7000008422(Fourth Call)**

**2. Scope of work:** "Work of carrying out breakdown maintenance and routine maintenance of 400 KV Line under jurisdiction of 400 KV Line Maintenance S/Dn Yavatmal under EHV O&M Division, MSETCL, Yavatmal." as per Schedule "A".

**3. Period of work:** Upto 31.04.2018.

**4. Estimated Cost** : Rs. 25,00,000/-

**SCHEDULE 'A' (Reference purpose only)**

**SCHEDULE "A"**

<b>Sr. No</b>	<b>PARTICULARS</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Mobilization and Demobilization of T&P, labours to the site location to attend " <b>Breakdown</b> " (applicable for minimum 20 labours)	1	Per occasion	88060	88060
2	Mobilization and Demobilization of T&P, labours to the site location to attend planned work in " <b>Outgae</b> " (applicable for minimum 20 labours)	2	Per occasion	41094	82188
3	Replacement of Insulator Strings				
a)	Replacement of Suspension/ Piolet string Insulators (SSN/DSN) for S/C lines	2	No	17612	35224
b)	Replacement of Suspension/ Piolet string Insulators (SSN/DSN) for D/C lines	2	No	23482	46964
c)	Replacement of Tension string insulators insulators (DTN) for S/C lines	2	No	41095	82190
d)	Replacement of Tension string insulators insulators (DTN) for D/C lines	2	No	46965	93930
4	Patrolling of the 400 KV Lines as per the directives of site incharge.				
a)	Monkey Patrolling in the case of breakdown only for S/C line ( <b>strictly by authorised person only as the work is required to be carried out while circuit is live</b> )	322	Tower	1761.74	567280.28

b)	Monkey Patrolling in the case of breakdown only for D/C line ( <b>strictly by authorized person only as the work is required to be carried out while circuit is live</b> )	392	Tower	2113.38	828444.96
5	Fixing of crimping of compression type clamps and connectors				
a)	Fixing of repair sleeves for 0.5 ACSR	2	No	1409	2818
b)	Fixing of Mid span Joint to 0.5 ACSR	2	No	2113	4226
c)	Fixing Jumper Cone suitable for 0.5 ACSR	2	No	2113	4226
d)	Fixing Double Tension Hardware suitable for 0.5 ACSR	1	No	3522	3522
e)	Fixing Single suspension hardware suitable for ACSR	1	No	2583	2583
f)	Fixing double suspension Hardware suitable for 0.5 ACSR	1	No	3522	3522
6	Dismantling and Dstringing of the conductor				
a)	For S/C dead line	800	rmt	59	47200
b)	For S/C on D/C other ckt live	800	rmt	82.6	66080
7	Restrining of the Conductor				
a)	For S/C dead line	400	rmt	70.8	28320
b)	For S/C on D/C other ckt live	400	rmt	94.4	37760
8	Replacement of rusted /damaged 'D' shackle/ ball socked/hooks (cost of replacement of insulator assumed to be covered)				
a)	Suspension/Pilot	1	No	1408.92	1408.92
b)	Tension	1	No	1761	1761.74

9	Tightning of Jumper/Clamps Nut Bolt	2	Ckt/ Tower	2583.02	5166.04
10	Dismantling and Dstringing of overhead eathwire for S/C and D/C dead line	1000	rmt	23.6	23600
11	Restrining of overhead earthwire for S/C/ and D/C dead line	1000	rmt	29.5	29500
12	Tower earthig as per MSETCL specification				
a)	Counter poise type	20	No	3522.3	70446
b)	Pipe type	5	No	14089.2	70446
13	Tree Cutting/trimming				
a)	Normal area	17	Span	2935.84	49909.26
b)	Hilly area	10	Span	4110	41100
14	Providing line assessiores/clamps connectors				
a)	Providing of repair sleeves for 0.5 ACSR	2	No	1030.14	2060.28
b)	Providing of Mid span Joint to 0.5 ACSR	2	No	1648.46	3296.92
c)	Providing Jumper Cone suitable for 0.5 ACSR	2	No	1236.64	2473.28
d)	Providing Double Tension Hardware suitable for 0.5 ACSR	2	No	6183.20	12366.4
e)	Providing Single suspension hardware suitable for ACSR	2	No	2782.44	5564.88
f)	Providing double suspension Hardware suitable for 0.5 ACSR	2	No	5153.06	10306.12
g)	Providing S.S. nut bolts	30	No	102.66	3079.8
15	Replacement of cross arm				
a)	For S/C dead line for suspension	1	No	23842	23842
b)	For S/C dead line for cut point	1	No	41094	41094
c)	For S/C on D/C other ckt live suspension	1	No	29353.68	29353.68
d)	For S/C on D/C other ckt live cut point	1	No	46965.18	46965.18
		<b>Total</b>			2498278.7

**Sign & seal of Bidder**

**In words:-** Rupees Twenty Four Lacks Ninety Eight Thousand Two Hundred & Seventy Eight Only)

- Note: (1)** The above rates are inclusive of the cost of transportation of the mobile lab, the personnel and any expenses towards the works.  
**(2)** For evaluating of the tender, the total amount including taxes shall be considered.

**Note: (2):-** The work is to be carried out at all 400KV Line under EHV O&M division, Yavatmal. Detail location will be given by Addl.EE. 400 KV Line Maintenance S/Dn Yavatmal (The quantities may vary as per the site conditions.)

**Note (3) :** - The above rates are inclusive of GST.

- Note (4) :** - **1.** The bidder shall quote the rates in SRM only.  
**2.** Evaluation of the bid shall be done on the basis of grand total inclusive of all taxes.

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



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

**RFx No: 7000008422(Fourth Call) Tender No.: MSETCL/EE/EHV**  
O&M/DIV/YTL/Tech/2017-18/T-18

**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.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Actual Details to be filled by the bidder</b>
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 <b>Tender fees</b>	
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 <b>EMD</b> , 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:

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M DIVISION, YAVATMAL.**

**SCHEDULE "C"**

**Ref: MSETCL/EE/EHV O&M/DIV/YTL/Tech/2017-18/T-18 Rfx No: )  
7000008422(Fourth Call)**

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 No. & 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. 25 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. for similar types of work (in EHV S/stn.) carried out within last five years prior to the last date of submission of the bid & at least Three orders equal to 40 % value of the estimated cost <b>or</b> Two orders equal to 50 % value of the estimated cost <b>or</b> One order equal to 80 % value of the estimated cost of Work.		
10.	Transformer oil testing mobile laboratory should be accredited by NABL in accordance with standard ISO/ IEC 17025 – Scan copy of valid certificate should be attached.		
11.	Documents of mobile testing lab such as vehicle registration, payment of road tax, insurance policy certificate.		
12.	<b>EPF Registration Certificate (if applicable)</b>		
13.	Income tax returns of last three years.		
14.	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. .		

Sign & seal of Bidder

**TENDER FORM**

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

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

Ref: Your tender specification No. MSETCL/EE/EHV/O&M/DIV/AMT/Tech/2017  
18/ T-18 (RFx No: ) 7000008422(Fourth Call)

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 \_\_\_\_\_