

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

(CIN No.U40109MH2005SGC153646)

Office of the Executive Engineer, EHV O&M Division, MSETCL, Mirjole Road, MIDC, Ratnagiri – 415 639. Ph. No. 02352 – 231388. E-mail: ee3220@mahatransco.in

TENDER DOCUMENT

SRM E-Tender Number	EE/EHV O&M DN/RTN/Tech/ET-11/18-19 (RFX No. 7000009565)
Name of work	SRM E-Tender for AMC of Transportation of various types of material from Major store Karad to Various EHV Substations/ S/DN & vice versa for EHV O&M Division, Ratnagiri
Estimated cost	Rs. 20 Lakhs
Earnest Money Deposit	Rs. 20000/-
Date for download of Tender document.	From 19.07.2018 to 18.08.2018 at 17.30 hrs . (Sale Opening Date & Sale Closing Date).
Date & Time (Hrs.) for online submission of Tender Documents.	Up to closing date i.e. 18.08.2018 at 17.30 hrs .
Date & Time (Hrs.) for online onwards; if possible.	 a) Technical Bid: - 20.08.2018 at 11:00 Hrs. opening of Tender Documents. b) Commercial Bid: - 24.08.2018 at 11.00 Hrs. onwards; if possible.
Tender Fee (Including GST)	Rs. 525/- (Including GST 5%)

For further details visit our website:-

https://srmetender.mahatransco.in

Contact Person: The Addl. Executive Engineer: Phone No. 8411001963, (02352) 231388 **Note**: All eligible contractors are mandated to get enrolled on SRM E-tendering portal & be secured digital signature.

For participating search the above RFx No. 7000009565

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

1) SRM E- Tender No: EE/EHV O&M DN/RTN/Tech/ET-11/18-19

2) Name of work: SRM E-Tender for AMC of Transportation of various types of material from Major store Karad to Various EHV Substations/ S/DN & vice versa for EHV O&M Division, Ratnagiri.

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EXECUTIVE ENGINEER, EHV O&M DIVISION RATNAGIRI

In constituting these general terms and conditions, annexure, specifications the following words shall have the meanings herein assigned to them.

- 1. The owner or purchaser shall mean the Maharashtra State Electricity Transmission Co. Ltd and shall include its legal representative's successor and permitted assigns.
- 2. <u>**RFx**</u> RFx means the E-Tender floated by MSETCL in the SRM portal on https://srmetender.mahatransco.in website.
- 3. <u>Vendor / E-Bidder: -</u> It means the registered agency enrolled on SRM e-Tenders (New) portal of MSETCL and who is participating in the E-tendering process".
- 4. <u>Contractor:-</u> The contractor shall mean the bidder whose bid has been accepted by the owner for the award of the contract and shall include such successful bidders legal representatives, successors and permitted assigns.
- 5. <u>Engineer:-</u> The Engineer shall mean the officer appointed in writing by the owner to act as Engineer from time to time for the purpose of the contract.
- 6. <u>Engineer's representative</u> shall mean any assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer.
- 7. <u>The terms equipments material, stores</u> shall mean and include plant stores and materials are to be provided by the contractor under the contract.
- 8. <u>Work:-</u> Shall mean the design engineering, manufacturing (wherever applicable), materials erection, commissioning of various equipments & material as detailed in the bidding documents.
- 9. <u>Site:-</u> Site shall mean the whole of the premises, building and grounds in or upon which the work or works is or rate be provided, executed, erected, done or carried out.
- 10. <u>Manufacturer's works or contractor's works</u> shall mean the place of work used by the Manufacturing, the Contractor, or subcontractor for the performance of the works.
- 11. <u>The contract</u> shall mean the agreement, if any, to be entered into by owner with the contractor and shall include the conditions of contract specification, schedules, tender guarantees, drawings, and any further conditions, which may be specifically agreed to between the parties forming a part of the contract.
- 12. <u>Commissioning:</u> The Commissioning shall mean the first successful operation the equipment after all initial adjustments, trials etc. cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use.
- 13. <u>Guarantee period :-</u> The Guarantee period shall mean the period during which the contractor shall remain liable for repair, replacement of and defective part of the works including all associated activities of dismantling / re-erection etc. performed under the contract.
- 14. <u>Month</u> shall mean the calendar month DAY or DAYS unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

GUIDELINES FOR PARTICIPATING IN THE E-TENDER THROUGH SRM

- 1. Tender documents can be downloaded online from the aforesaid Website within the aforesaid date & time. The bidder can log in as a guest user and can search for the RFx number. Accordingly, bidder can view / download the tender document from Technical RFx tab available in concerned RFx. Also, the price schedule can be View / Download by print preview tab available in the concerned RFx.
- 2. Only the registered SRM vendors can only participate in the RFx and can submit the bid. Accordingly, the Bidder have to login from his SRM user ID and have to register for the concerned RFx. Accordingly, bidder have to click on Participate Tab in the concerned RFx for participating in that RFx.
- 3. The E.M.D. and Tender Fees is to' be paid online only through SRM E-Tenders (New) Portal within the tender sale period.

"<u>Note</u>: Earnest money deposited will be refunded online through SRM System after approval from competent Authority. EMD will be credited to the bank account maintained by bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address are correctly maintained in SRM System and update the same, if required. It may be noted that:

- 1) In case bank details are not maintained by the bidders in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay.
- 2) MSETCL will not be responsible for any financial implications in case incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD."
- 3) The Bidder should have to submit their bids online well in advance within the aforesaid date & time instead of waiting till last date. MSETCL will not be responsible for non-submission of Bids due to any website related problem.
- 4. Pre-requisites to submit tenders on line:-
 - **A.** Bidder should have a legally valid Class III-B digital signature certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
 - **B. Web Browser:** Only Internet Explorer (version 8.0 or above) should be used. Other browsers like Mozilla, Firefox etc. may encounter some problem. **Java:** To view some of the components, bidder need to install latest Java Internet component JRE/JDK 5.0
- 5. The <u>pre-qualifying requirements</u> (**Qualifying Criteria**) will be available in the question format in the RFx. The bidder has to answer all the questions at the time of bidding and also the supporting documents as required above shall be uploaded by the bidder. The documents will require digital signature at the time of uploading to the SRM Portal, the bidder has to connect the digital signature key at the time of uploading the Qualifying documents/or any attachment.
- 6. Bidder should submit the rates in the SRM e-tender for each items as per the guidelines attached for participating in the RFx.

Note: "The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted".

7. First the Techno-Commercial bid (i.e. Technical Bid) will be opened online in respect of all the Tenders received. The commercial bid (i.e. Price Bid) will be opened online in respect of those Bidders who have submitted all digitally signed documents/certificates in Techno-Commercial bid as required in satisfactory manner & who are qualified. If any deviation is observed in the Techno-Commercial bid, the same will be informed to bidders on bidder's registered e-mail id in the SRM Portal. Bidders have to submit the compliance/required documents against the same within the stipulated time.

<u>Note</u>:- The Techno-Commercial Bid Documents and the Price Bids for the other bidder participating in the RFx can be viewed by bidder if required within the 24 Hrs from the opening of the respective bids.

- 8. There is separate link also available at MSETCL's e-Procurement site <u>https://srmetender.mahatransco.in</u> regarding guidelines for participating in the e-tender through SRM.
- 9. The undersigned reserves the right to cancel the above tender at any stage without assigning any reason.
- 10. The documents attached by the bidders in e-tender shall be clearly visible.

EXECUTIVE ENGINEER, EHV O&M DIVISION, RATNAGIRI

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

SRM E-Tender No: EE/EHV O&M DN/RTN/Tech/ET-11/18-19

SRM E-Tender for AMC of Transportation of various types of material from Major store Karad to Various EHV Substations/ S/DN & vice versa for EHV O&M Division, Ratnagiri.

SPECIAL CONDITIONS

1) The tenders should be submitted into two separate Bids.

Technical Bid:

Bidder should upload the following digitally scan copies of original/Attested documents / certificates online under technical bid.

<u>Requisites</u>:

1. Requirement of Statutory Registration:-

- 1.1 The Bidder should have valid proof for GST registration certificate.
- 1.2 The Bidder should provide proof of registration of firm under Bombay shop & Establishment Act.
- 1.3 The Bidder should have valid Transport Contractors License.

2. Financial Criteria:-

- 2.1 Valid Net worth certificate from Chartered Accountant.
- 2.2 The Bidder must have valid Solvency certificates of any Nationalized/ Scheduled bank for the current year for the amount not less than 25% of tender amount.
- 2.3 The bidder should have Income Tax returns of last three financial years (e.g. Year 2015-16, 2016-17 & 2017-18) with PAN card copy.

3. Technical Experience Criteria:-

- 3.1 Experience certificate for transportation of electrical equipments & material from any Govt. or Private Sector Company.
- 3.2 List of work orders executed or in hand.
- 3.3 List of technical persons, machinery & T&P for the execution of work.

4. Other Requirement:-

4.1 Labour insurance against workmen compensation act for the labours required for the work.

Commercial Bid (Price Bid):

Bidder should submit the rates in the SRM e-tender for each items in 'Conditions' tab which is under 'Items' tab as per the guidelines attached for participating in the RFx. "The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted".

- 1. The commercial bid will be opened online in respect of those bidders who are qualified in QR of technical bid.
- 2. The Competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.
- 3. The comparison of rates quoted by various bidders will be on the basis of overall cost of the package.
- 4. Right to reject/split all or any of the tenders without assigning any reasons thereof are reserved by the undersigned.
- 5. The successful bidder will have to pay the security deposit in form of cash/ DD/Cheque/ FDR/ BG of any Nationalized Bank in the name of **the Superintending Engineer**, **EHV O&M Circle Kolhapur** equal to 5% of order value within 15 days of receipt of the order.
- 6. The contractor will have to execute an Indemnity Bond on stamp paper of **Rs.1500/-** at his own cost if order is placed.
- 7. E-Tender which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.
- 8. The submission of the online e-Tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
- 9. The MSETCL will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons, in case the bidder is found later on to have misjudged as available.
- 10. The bidder must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The bidder will have to make his own arrangement for the transportation of the materials from the departmental store / site store to the actual work site at bidder expenses.
- 11. It shall be definitely understood that the Company does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer, EHV O&M Division Ratnagiri, as set forth in the conditions of contract.
- 12. The contract or any part thereof shall not be sublet without the written permission of the Executive Engineer, EHV O&M Division Ratnagiri.
- 13. The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the e-tender, shall have the right of rejection all or any of the e-Tender and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any e-Tender or all tenders.
- 14. MSETCL will not be responsible for non submission of Bid due to any internet connectivity/server problem.
- 15. The price variation (PV) clause is not applicable for this tender.

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SRM E-Tender for AMC of Transportation of various types of material from Major store Karad to Various EHV Substations/ S/DN & vice versa for EHV O&M Division, Ratnagiri.

Instructions to the Tenderer

1) Scope of work:

- 1) The tender is for transportation of equipments and materials from Major Store Karad to the various sites & from one site to other site under EHV O&M Division, Ratnagiri as per the schedule.
- 2) Toll taxes and weight bridge charges are to be paid by contractor.
- 3) Material or equipment can be unloaded /loaded at more than one substation or subdivision in one trip on same route.
- 4) The loading, unloading and stacking of materials or equipment should be done in the presence of Company representative and instruction should be followed accordingly.
- 2) <u>Validity of the tender</u>: All tenders shall be open for acceptance by the company for a period of 120 days from the date of opening of the tenders and the tenderer shall be bound to carry out the work on such acceptance within this validity period. All quotations submitted against this tender shall be deemed to comply with the conditions unless otherwise agreed by the Company.
- 3) Submission of Tender: Being SRM E-Tender which will be digitally signed by bidder's e-tender signatory, there is no necessity to attest the documents. Further it will be presumed that all e-tender conditions that upload in this e-tender are agreed by you. The tenderer must quote his final rates (including all taxes & duties/charges) online through SRM e-tendering portal of MSETCL (http://srmetender.mahatransco.in/). Any variation, revision in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding, etc., after the tender has been submitted. The tender rates must include all charges such as labour charges and material cost for Transportation of EHV Power Transformers from work site/EHV Sub-stations. Toll taxes, weigh bridge charges etc are to be borne by the contractor. The item rates visible in the SRM system are SOR (schedule of rates) rates of MSETCL. However the rates quoted by you should be inclusive of all taxes and duties, Service Tax will be applicable for labour part only.

Tenderers are prohibited from making any additions or alterations, in the description of articles mentioned in the Schedule/tender doc. All the tenders must be submitted in this form online only through SRM e-tender portal and must be clearly filled in as per the online e-tendering process. Remarks if any, must be either in ink or Typewritten. Every scratching / Overwriting must be initiated by the tenderer. The scanned copy of required documents is to be uploaded in SRM e-tender portal wherever necessary.

4) <u>Earnest money deposit</u>: Each tenderer will be required to pay an EMD online, of Rs. 20000/- (Rs. Twenty Thousand only) before due time of sale closing. Request for exemption from EMD shall not be considered on any grounds. Request for payment of EMD after closing of tender and consideration of tender shall not be entertained.

The EMD is liable to be forfeited under following conditions.

- **a**) In case the tender is withdrawn after the specified time or date of tender opening, but before expiry of the validity period.
- b) In case, the tenderer refuses to accept the order placed during the validity period.
- c) In case tenderer fails to pay the prescribed SD against an order placed within the prescribed period.

The EMD should be paid by online from MSETCL website. No interest shall be allowed on the EMD in respect of unsuccessful tenders. The EMD will be returned as soon as the tender is finalized and upon the tender returning to the company the receipt thereof duly discharged in favour of the company. In case of successful tenders the EMD will be adjusted against the security deposit on specific request by the tenderer.

- 5) <u>Signing of contract</u>: Within 15 days from the date of receipt of work order, the contractor shall enter into an agreement with the MSETCL in the prescribed format. Until the agreement is executed, the MSETCL will not be liable to pay, nor the contractor shall be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by contractor.
- 6) Execution of work: Immediate after receipt of work order, the contractor shall take prompt action in planning the work in consultation with the concerned Sub-station or Sub-Division In-charge. Each trip will be considered as a job and it should be completed within 4 days after handing over equipments/ materials. Proper care should be taken while transporting the parts which are breakable during transport with heavy jerk.

The contractor will have to produce the documents of his vehicle such as capacity of the vehicle, RC & TC Books, Road permit, insurance certificate of vehicle, driving license of driver before transportation. Necessary piloting arrangement will have to done through out the period of transportation. During the transportation, if found necessary to carryout the strengthening of culvert /small bridges, petty repairs to road etc. in order to have a safe transportation of the material/ equipments the same will have to be carry out by the contractor without any extra cost. The required permission for tree cutting, removing Electrical lines/ wires etc. if necessary is to be

obtained from concern authority at your cost and risk.

- 7) **Insurance:** The Road Transit Insurance of the perishable equipment will be arranged by the Company at Company's cost with Govt. Insurance Fund, claim for damages if any, will be preferred on our underwriters from our end. However, if our claim is not admitted by the underwriter due to any reason whatsoever the contractor will have to make good the loss. In the event of the occurrence of any accident, responsibility of arranging Insurance Survey by the Govt. approved Insurance Surveyor and completing all the formalities to enable us to lodge Insurance Claim rests solely with the tenderer. However, our representative would render required assistance in the matter.
- 8) <u>RTO Permission</u>: The RTO permission, if required for transportation should be obtained by the contractor before starting the transportation. All documents such as RTO permission, RC/TC Books, road permission, insurance certificate should be available with the vehicle during transportation. Any delay due to this will be on your account.
- Special Permission: Any special permission from Govt. or local authority etc. required to cross over a culvert/bridge/railway crossing etc: will have to be obtained by the contractor at his own cost.

- 10) **Speedometer:** Speedometer of the Trailer/ Truck should be in running condition to note down the exact distance of Transportation for billing purpose.
- 11) <u>Penalty for late execution of the work</u>: If the work is not completed as per the schedule from the date of handover of site, the penalty of 1% per day subject to a maximum of 10% of value of the job will be levied and shall be deducted from your bills.
- 12) **Provision**: The provision made in various acts in force such as Workmen Compensation act and Contract Labour act 1970 are obligatory on the contractor while execution of work.
- 13) **Documentary evidence**: The details of vehicle No., Capacity Mac / Trailer etc are quoted in the offer and necessary documentary evidence should be provided by the contractor.
- 14) Failure in execution of work: If failed to execute the work as per schedule against the order in full, within the stipulated period, the company shall be at liberty without further notice or reminder to the contractor, to get the same work done on account of and at the risk of the contractor and to prefer a claim for a difference in price and for all expenses whatsoever incurred in getting the said work and same shall be recovered from any money due to the contractor from bills or deposits on any account with any MSETCL's office. Such expenses will also include 15% supervision charges.
- 15) <u>Supervision of the work</u>: The work shall be done as per directives of EE, EHV O&M Dn., Ratnagiri & under the supervision of his representative and shall be subject to the approval of the Office In-charge deputed for the work.
- 16) <u>Security Deposit</u>: Every tenderer whose tender is accepted either in whole or in part must deposit money as security deposit @5% of the amount of the order within 7 days from the date of receipt of information, by way of Security for the due and proper fulfillment of his contract by D.D. or Cheque payable to the Superintending Engineer EHV O&M Circle, Kolhapur, MSETCL. The Bank Guarantee of any nationalized Bank will be accepted against Security Deposit.

The Security deposit will be returned after the successful completion of this contract of the work. No interest will be allowed on this deposit.

- 17) <u>Bills</u>: The bills for the work done as per schedules should be submitted to the EHV O&M Division, Ratnagiri after satisfactory completion of the work who will scrutinize the bills. The 100% payment will be made for each RA bill on availability of funds by EHV O&M Circle Kolhapur against the bills recorded in measurement book by concern In-charge.
- 18) Losses and damages: Any losses or damages to the Company's property/material during process of transportation/ loading/ unloading/ stacking etc will be recovered from your bill/SD or pending bill at any other MSETCL's office. Any damages to any private/public property etc. as the case may be during the process of transportation will be at your cost only. MSETCL will not be responsible for the same.
- 19) <u>Contractor's Employee</u>: The contractor shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works.

The contractor shall provide housing accommodation to his employees. He shall also be responsible for any injury/ accident to his employees. Payment of compensation etc. as may require to be paid eventually shall be borne by the contractor himself. The contractor should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.

- 20) Subletting of contract: Subletting is not allowed for this tender.
- 21) <u>**Completion period**</u>: The contract will have to complete each job within 4 days from handing over of equipment /material for transportation.
- 22) Force Majeure: Only the following conditions shall be consider for the purpose of this clause.
 - 1) Natural phenomena such as floods, draughts, earthquakes, epidemics, heavy rain etc.
 - 2) Acts of any Govt., domestic or foreign, such as war (declared or undeclared), priorities, guarantees embargoes etc.
 - 3) The contractor affected by force majeure shall within 15 days of the occurrence of such a cause, notify the board in writing in sufficient documentary proof.
- 23) <u>Tools & Plants</u>: All the necessary Tools and machinery required for execution of the work shall be arranged by the contractor at his own cost. The company shall not be responsible for any damages/ theft to the contractor tools, plants, machinery etc. during execution of work / contract period. The contractor should arrange at his own cost for octroi charges or any other such type of local charges for his material T & P etc. The tool, plants and machinery brought at the site by the contractor shall effectively be used and shall not be removed from the site without approval of Engineer-In-Charge.
- 24) <u>Accidents</u>: Any accident to your labour/ to any outsider /vehicle & your assets during the execution of work, any loss/ damage to MSETCL property will be on your account and you will have to make it good at your cost.
- 25) **Discarded Tender condition**: The Company reserves to itself the right to reject tender which does not confirm to any of the conditions. The tenderer whose tender is accepted must deposit money within the days from the date of receipt of intimation by way of security for the due and proper fulfillment of his contract by DD.

Security deposit is payable at 5% of the amount of order subject to the deductions if any as per the terms of contracts the security deposit will be returned in the normal course within 3 months after the expiry of the completion of the work. No interest will be allowed on this deposit.

- 26) <u>Conditions of Tender and contract</u>: The tender and order/ contract placed against this specification shall be governed by the Company's general condition of contract and the tender is deemed to be fully aware of these conditions and ignorance thereof shall not exempt him from his liability to abide by these conditions. The enclosed schedules, tender notice, tender form and instructions to the tenders also form a part of these specifications.
- 27) **Jurisdiction**: All the disputes arising out of this contract shall have exclusive jurisdiction of court in Ratnagiri only.

EXECUTIVE ENGINEER, EHV O&M DIVISION, RATNAGIRI

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SRM E-Tender No: EE/EHV O&M DN/RTN/Tech/ET-11/18-19

DEVIATION FROM SPECIFICATION

Sr. No. Class No. Details of Deviation with justification	1
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Signature & seal of the Tenderer

IMPORTANT:

Even if there is no deviation, the bidder should write NIL and sign this page as a confirmation of NO DEVIATION.

LETTER TO THE EXECUTIVE ENGINEER

To, The Executive Engineer, EHV O&M Division, MSETCL, Mirjole Road, MIDC, Ratnagiri - 415 639

Dear Sir,

I / WE agree to execute the work mentioned in the above tender at the rates herein tendered by me/us subject to the conditions of the tender which I/we have carefully read and thoroughly understood the same.

Yours Faithfully,

Name and address of the Tenderer: With Seal