



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

RE-TENDER DOCUMENT

Tender Specification number	EE/EHV O&M DN/RTN/Tech/ET-21/18-19 (RFX No. 7000012095)
Name of work	SRM RE-Tender for Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line, under EHV O&M Division, Ratnagiri.
Estimated cost	Rs. 1017824/-
Earnest Money Deposit	Rs. 10178/-
Date for download of Tender document.	From 26.04.2019 to 11.05.2019 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. 11.05.2019 at 17.30 hrs.
Date & Time (Hrs.) for online onwards; if possible.	a) Technical Bid: - 13.05.2019 at 11:00 Hrs. opening of Tender Documents. b) Commercial Bid: - 15.05.2019 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. 7000012095

**EXECUTIVE ENGINEER,
EHV O&M DIVISION, RATNAGIRI**

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- 1) SRM RE-Tender No.: EE/EHV O&M DN/RTN/Tech/ET-21/18-19**
- 2) Name of work: Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line, under EHV O&M Division, Ratnagiri.**

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SRM RE-Tender for Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line, under EHV O&M Division, Ratnagiri.

SPECIAL CONDITIONS

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

Technical Bid: The Technical bid should contain following documents certificate/ as a proof of qualifying pre-requisites (attested), brochures, attested certificates etc.

Requisites:

- 1) Income Tax return filed for the last three financial assessment year & PAN card.
- 2) Valid Electrical Contract License.
- 3) Insurance of Labour.
- 4) Solvency certificate from Nationalized/ Schedule Bank to the extent of 25 % of the estimate cost of the works.
- 5) Bombay Shop & Establishment Act certificate.
- 6) Registration under GST.
- 7) EPF Registration Certificate.
- 8) Details of orders executed or in hand with amount.
- 9) **Minimum Qualifying requirement of the bidder:**

- 1) The bidder must have experience of having successfully completed erection of EHV line tower work i.e. 400 kV/220 kV/132 kV during last Five years (from scheduled date of submission of tender) having
 - a) One similar completed works not less than the amount equal to 80% of the estimated cost
OR
 - b) Two similar completed works not less than the amount equal to 50% of the estimated cost
OR
 - c) Three similar completed works not less than the amount equal to 40% of the estimated cost
OR
 - d) For all above works, satisfactory work completion certificate is mandatory.
The bidder must attach work order copy & the experience certificate against same issued by not below the rank of Executive Engineer or equivalent in any transmission utility.

- 10) **Turnover:** The bidder should have minimum turnover of 60% of the tender estimated cost during any one of the preceding three financial years (i.e. financial year 01.04.2015 to 31.03.2016, 01.04.2016 to 31.03.2017 & 01.04.2017 to 31.03.2018). The bidder should furnish the above details duly Certified by the Chartered Accountant along with his bid.
- 11) **Net worth:** The Average net worth (i.e. current assets-liabilities) of the bidder for the previous three financial years (for the financial year 01.04.2015 to 31.03.2016, 01.04.2016 to 31.03.2017 & 01.04.2017 to 31.03.2018) should not be less than 20% of the tender estimated cost. The bidder shall submit these details duly certified by the Chartered Accountant.
- 12) The firm should have skilled staff and supervisor conversant with the above related work. Also the firm should submit the list of T&P require for above work only.
- 13) Constitution of the bidder's firm (Partnership deed, Articles of Association etc.). In case of partnership firm, a letter by all partners authorizing any one or more partner/ partners to deal with the 'Board regarding the bid/contract. Joint Venture shall not be allowed.
- 14) Proof regarding exemption in EMD i.e. SSI/NSIC certificate should be attached if applicable. The bidder has to pay EMD & Tender fees if the micro/small enterprise Registration certificate does not indicate the relevant classification code covering material/ service as required against the tender floated. The registration certificate as submitted by micro & small enterprise should be valid on the date of submission of bid and the validity of the same should be certified by the chartered accountant in practice. In case the micro & small enterprise (who have been exempted from payment of EMD/Tender fee) does not accept the tender being L1, then such micro & small enterprise shall be liable for debarred from the bidding process for all tenders at MSETCL for next 2 years from the date of non-acceptance of L1 bid.

Commercial 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) Any variations / deviations from the specification in respect of the description of Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line or the conditions of tender must be specifically brought out in the covering letter. If this is not done, it shall be deemed that the tender is in accordance with the specifications and shall be binding on the tenderer.
- 5) Earnest money deposit and Tender fee should be paid only by online.
- 6) The tender value is Ltd. upto **Rs. 1017824/-** (inclusive of all taxes).
- 7) The tender shall be valid for acceptance for a period of 120 days from the date of opening of tenders and during this period no tenderer should be allowed to withdraw his tender. Any such withdrawal during this period will be liable for forfeiture of EMD.
- 8) The contractor will have to execute an Indemnity Bond on stamp paper of **Rs. 600/-** at his own cost if order is placed.
- 9) 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.
- 10) The contractor shall make his own arrangement for skilled labours, tools & tackles, crane and vehicle etc, nothing will be provided by the Company.
- 11) The contractor shall always keep and maintain in order, First Aid Box as a safety measure for the labours.
- 12) For any loss to the person or Company's property the contractor will be responsible and should pay for the same.
- 13) In case of dispute, if any, the legal jurisdiction of the Court shall be Ratnagiri only.
- 14) All the Company's general terms and condition of contract are applicable to this contract.
- 15) The company does not bind itself to accept the lowest or any tender neither will any reason be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender.
- 16) The Company reserves the right to reject tender which does not confirm to any of the condition.
- 17) The tenderer should pay the security deposit of amount in form of cash/ DD/Cheque/ FDR/ BG equal to 5% of order value within 15 days of receipt of the order.
- 18) MSETCL will not be responsible for non submission of Bid due to any internet connectivity/ server problem.

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SRM RE-Tender for Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line, under EHV O&M Division, Ratnagiri.

Instructions to the Tenderer

- 1) **Scope of work:** The tender involves the work of **Erection of new tower at Loc. No. 93 (2 degree + 3 meter extension) of 220 KV Pedhambe – Mahad & 220 kV Pedhambe – Adlab DC line.** The work is capital work of the line and it is expected to complete the work allotted during one month excluding monsoon.

It will be the total responsibility of the Contractor to observe and maintain all relevant documents as per Court rules and regulations.

Tenderers are requested to please inspect the site before quoting the rates.

- 2) **Validity of the tender:** 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 bids 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. **However the rates quoted by you should be inclusive of all taxes and duties.**

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) **Earnest money deposit:** Each tenderer will be required to pay an EMD of **Rs. 10178/-** (Rs. Ten Thousand One Hundred Seventy Eight only) before due time of 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 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) **Signing of contract**: Within 7 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 Line Sub-Division In-charge. He should also take steps for timely procurement of necessary material and tools and plant. The work should be carried out to the full satisfaction of the concerned Line Sub-Division In-charge. The provision made in various acts such as workman compensation act, contract labour act 1970 are obligatory while execution of work.
- 7) **Failure of Execution of the work**: For failure 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 prefer a claim for the difference in price and for all expense whatsoever incurred in getting the said work done and the same shall be recovered from any payment due to contractor from bills or deposit or on any account such expenses will also include 15% supervision charges.
- 8) **Supervision of the work**: The work shall be under the supervision of Line Sub-Division In-charge. Outages as & when required if possible will be arranged by the concerned Line Sub-Division In-charge. The contractor shall obtain a certificate from the Line Sub-Division In-charge for having executed work satisfactorily.
- 9) **Contractor's Employee**: The contractor shall employ and provide onsite only such employees who are skilled and experienced for execution of works.

The contractor shall provide housing accommodation to his employees; also he should take all the precautions at his own cost until handing over the site to the MSETCL. 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.

It is the sole responsibility of contractor to observe and abide by the provision of labour act such as Workman Compensation Act, Minimum Wage Act, Payment of wages Act, Gratuity Act, PF Act, Service Tax and Other regulation framed by Govt. from time to time. MSETCL will not be responsible for any violation of the act or regulations by the contractor.

- 10) **Safety**: The contractor should provide all safety equipment required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipment the same shall be in the contractor risk and cost. The contractor must maintain first aid box in safe custody.
- 11) **Precaution**: All lines are in live condition. The contractor will have to take all precautions at the contractor cost till the completion of work. MSETCL will not responsible for any accident (fatal or non fatal) or injury to the personnel of the contractor or any financial implication arising there from.

- 12) **Misconduct**: If any type of misconduct or adverse report against the performance of contractor or its employees is reported to this office, the undersigned reserves the right for cancellation / termination of contract at any stage and decision taken will be final and binding on the contractor. The said termination shall be made at the risk and cost of contractor and remaining work shall be got done from another contractor at the cost and risk of the contractor.
- 13) **Quantity**: The quantities indicated in the schedules are approximate and only indicative. The actual quantities may vary. The payment will be done for the actual quantity of work done.
- 14) **Completion period**: The work of half portion of the tower erection and Civil foundation is to be completed within 15 days after handing over the site and remaining work of tower erection & stringing of D/C line is to be completed within one day after availing the outage. Also the dismantling work of existing tower is to be completed on same day during the outage.
- 15) **Hindrance of work**: If the work has to be suspended due to any reason i.e. stay order from Court of law, legal complication, held up from any other agency, shutdown etc. The MSETCL shall not pay any compensation/ damage to the contractor towards item lie labour, idle machinery, vehicles etc. However in such case the contractor will be paid for the actual work executed by him under the supervision & measured by concerned Line Sub-Division In-charge.
- 16) **Damage to the person & property**: Any losses or damages during the work as per MSETCL specifications i.e. Schedule 'A'. Work due to theft or any other reason during the period will be on your account. The amount of damages if any will be recovered from your bills.
- 17) **Site Clearance**: The contractor during the execution of work, shall keep the site reasonably free of all unnecessary obstruction and shall store the material nearby so as not to cause any obstruction. Similarly on completion of the works the contractor shall clear away and remove from the site all surplus material, rubbish and temporary work of any kind site should be kept clean.
- 18) **Subletting of contract**: The contract or any part thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted the responsibility of it shall be of the principal contractor to whom the work order was originally issued to execute the works as per the terms of contract.
- 19) **Payment Terms**: The bills in triplicate should be submitted to the concerned S/DN who will submit to division office for technically scrutiny, Audit & payment. You may submit R.A. bills of Rs. 5/- Lakhs or above after completion of works.

100% payment of RA Bill shall be effected to the contractor at division as per availability of funds at the rate accepted in the rate schedule "A" on the basis of actual measurement & against submission of following documents i) Joint Measurement certificate, ii) Security deposit, iii) Agreement bond, iv) Guarantee Certificate.

Any losses or damages due to handling or theft or any other reasons during the period would be on contractors account. The amount of damages if any will be recovered from contractor's bill or any other payment due for payment as per assessment given by Engineer In- charge.

- 20) **Penalty**: If the work is not completed within prescribed time limit the penalty at the rate of 1% per delayed day subject to 10% of the work order value will be charges.

- 21) 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.
 - 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 7 days of the occurrence of such a cause, notify the board in writing in sufficient documentary proof.
- 22) Rework:** Any work i.e. to be carried or already executed work found defective due to faulty workmanship or improper execution shall be done good by the contractor free of cost, failing to which the work shall be got done by other agency and the cost shall be recovered from the contractor.
- 23) Tools & Plants:** 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) Security Deposit:** The Agency should pay the security deposit within 7 days from the date of receipt of the LOI of amounting to 5% of order value in form of cash/ DD/Cheque/ FDR/ Bank Guarantee of any Nationalized/ scheduled Bank in the name of Superintending Engineer EHV O&M Circle Kolhapur, payable at Kolhapur valid for equal to or more than one year. The security deposit will be refunded only after completion of guarantee period. Failure to furnish the security deposit within the specified period shall entail to forfeiture of the EMD and cancellation of the contract.
- 25) Acceptance of Tenders:** The Company does not bind itself to accept the lowest or any tender neither will any reasons be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender.
- 26) 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 03 months after the expiry of the completion of guarantee period. No interest will be allowed on this deposit.
- 27) Conditions of Tender and contract:** 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.

**EXECUTIVE ENGINEER,
EHV O&M DIVISION, RATNAGIRI**

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SRM RE-Tender No: EE/ EHV O&M DN/RTN/Tech/ET-21/18-19

DEVIATION FROM SPECIFICATION

Sr. No.	Class No.	Details of Deviation with justification

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,
MSETCL, EHV O&M Division,
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**