

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV (O&M) DIVISION, JALGAON.**

Office of the:-

Executive Engineer, EHV O&M Division
Plot No.32, M-Sector
Near Godavari Engineering College
New MIDC Jalgaon
Contact No. :- 0257-2212769(O) Fax- 2212770
Email Id :- ee5210@mahatransco.in

No. EE/ EHV/ O&M/ Dn./JLG/ Tech/No.

159

Date :- **13.02.2023**

SRM E-inquiry - 20/2022-23.

Sub:- Annual maintenance Contract for the work of grass cutting & disposing of grass buds, thorny bushes etc. (4 Rounds) at various EHV Substations under EHV(O&M) Division, Jalgaon.

(Group-C: 220kV Bambhori, 132kV Jalgaon New MIDC and 132kV Jalgaon Old MIDC Substation).

{Switch yard area :- Weed control by removal of grass and chemical spraying. Other than Switch yard area(Colony area) :- Weed control by Only removal of grass }.

Dear Sir,

Please offer reasonable rates for the above subject work as per the enclosed schedule 'A'. The detailed scopes of works are given below. Please note the following.

RFx Number	7000026173
Online Downloading the RFx	14.02.2023 from 00:00 Hrs. to 21.02.2023 14:00 Hrs.
Online Last Date Submission of the RFx	21.02.2023; 14:00 Hrs.
Online Opening of the Techno Commercial RFx	22.02.2023 at 11:00 Hrs. (If Possible)
Online opening of the price bid RFx	22.02.2023 at 16:00 Hrs. (If Possible)
Estimated Cost	Rs.09,01,894/-
EMD amount	Rs.9019/-
Tender Fees	Rs.590/- (Including of all taxes)

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

Contact Person: - The Executive Engineer, EHV O&M Division, Jalgaon.

Mob.No.77680001155, 8888830979 **Note: All eligible Supplier / Contractors are mandated to get enrolled on SRM E-Tenders (New) portal of MSETCL.**

TERMS & CONDITIONS:-

- DUE DATE:** The techno commercial bids complete in all respects should be submitted on or before above mentioned dates positively.
- SCOPE OF WORK:** Annual maintenance Contract for the work of grass cutting & disposing of grass buds, thorny bushes etc. (4 Rounds) at various EHV Substations under EHV (O&M) Division, Jalgaon. **(Group-C: 220kV Bambhori, 132kV Jalgaon New MIDC and 132kV Jalgaon Old MIDC Substation).**
{Switch yard area: - Weed control by removal of grass and chemical spraying. Other than Switch yard area (Colony area) :- Weed control by Only removal of grass }. As per Schedule –A.
- QUOTED RATES:** The rates quoted are including of all taxes, charges, etc.

- 4) **SECURITY DEPOSIT:** The successful Contractor(s) will have to submit **Security Deposit @ 5 %** of the value of the LOI by cash /Demand Draft / Fixed Deposit / Bank Guarantee at the office of the Executive Engineer, EHV O&M Division, Jalgaon within 07 working days from the date of receipt of letter of intimation. The detail order will be issued only after the payment of security deposit.
- The Demand Draft / Fixed Deposit / Bank Guarantee submitted towards the Security Deposit shall be in the name of the Executive Engineer, EHV O&M Division, Jalgaon.
 - The Bank Guarantee shall be on a Scheduled Bank / Nationalized Bank and it shall be valid entire the whole guarantee period of work.
 - If the successful Contractor fails to submit Security Deposit within the stipulated period, it will be presumed that the Contractor is not interested in execution of the contract and the work contract will be issued to other agency. The decision of E-enquiry accepting authority i.e. the Executive Engineer, EHV O&M Division, Jalgaon shall be final and remain binding on the Contractor(s).
 - The Security Deposit will be returned to the Contractor without any interest after successful completion of the guarantee period of work and after completion of Contractor's other obligations under the Contract. And if the work will be not completed by the agency the security deposit will be forfeited by the MSETCL.

5) **AGREEMENT & STAMP DUTY:-**

- The successful Contractor has to execute an agreement with the Executive Engineer, EHV O&M Division, Jalgaon within 07 working days after receipt of letter of intimation; the work order will be only issued after executing the Agreement & submission of security deposit @ 5 % to this office.
 - The successful Contractor shall submit an Agreement Bond on Rs.500/- non-judicial stamp paper as per the Clause 34 of Mumbai Stamp Duty Act 1958. The expenses towards the stamp paper and preparation of Agreement Bond will be on the part of the contractor.
- 6) **VALIDITY OF OFFER:** The offer should be valid for a period of 120 days from the opening of the commercial bid.
- 7) **SUPERVISION/EXECTION OF THE WORK:** - The work shall be under the overall supervision of the respective Sub-station incharge or his representative. In case of any dispute, decision of undersigned shall be final and binding on the Contractor. The work should be carried out as per the directives of the concerned unit in charge or his representative.
- 8) **PERIOD OF CONTRACT:** - The entire work is for one year from the date of this work order. However you should have to start the work immediately & complete within 15 days for switchyard and colony from the date of receipt of this order & then after it will be the responsibility of agency to keep the switch yards and outside areas mentioned in the work order clean and free from growth of any type of grass, shrubs, weeds etc. along with removal/disposal of the grass every time throughout the period of contract as per instructions from concerned supervising incharge. However in no case the program laid down should be delayed; failing to which it shall amount to delay & liable for penalty.
- 9) **TECHNICAL BID (QUALIFYING REQUIREMENT):** Bidder should upload the following digitally Coloured scan copies of original documents / certificates online in 'note & attachments' tab in RFx.

10. STATUTORY QUALIFYING REQUIREMENT/CRITERIA:

- The Bidder should have registration of firm under **Bombay shop & Establishment Act/ Gram Panchayat NOC-** Proof thereof.
- The Bidder should have a **valid Govt. Electrical Contractor's license for working in Maharashtra.**
- The Bidder should be registered under **Goods & Services tax Act (GST) under GST Act & Submit the GST Returns of last 3 months.**
- The Bidder should be registered under **P. F. Act. & submit the ECR Challan copies of last 3 months.**
- The Bidder should have to submit the Bidder should have to submit the under taking of **Contractor All risk Insurance policy.**

Note: The original colour scan copy should be uploaded as bid documents in support of statutory qualifying criteria i.e. statutory licenses/registration. The attested / notarized photo copies of the same will not be entertained.

11. TECHNICAL QUALIFYING REQUIREMENT/CRITERIA:

1. The bidder should have in last 05 year's experience of successfully completing work of Weed Control Treatment by Chemical Spraying or uprooting/tree trimming/tree cutting work within MSETCL/MSEDCL/MSPGCL for amount as follows:

Single completed order for any of the above works for amount of at least 80% amount of the estimated cost,

OR

Two completed orders for any of the above works each having amount of at least 50% amount of the estimated cost,

OR

Three completed orders any of the above works each having amount of at least 40% amount of the estimated cost.

Note: The amount of successfully completed works under the work order in force will also be considered.

2. The Bidder should have to submit the **user's Certificate of Satisfactory** completion of works mentioned above duly signed by the officer not below the rank of Executive Engineer or equivalent officer along with original copy of work orders of works mentioned in the certificate.
3. The owner reserves the rights to accept / reject the Bid.

Note: The original colour scan copy should be uploaded as bid documents in support of Technical qualifying criteria. The attested / notarized photo copies of the same will not be entertained. Detailed communication address, e-mail ID and contact nos. of the end users should be furnished for cross verification.

12. FINANCIAL QUALIFYING CRITERIA:

1. **TURNOVER:** The average annual financial turnover of the Bidder during last three financial years should not be below than 60% of estimated cost of subject tender. The Bidder should submit the certificate of turnover through Unique Document Identification Number (UDIN) duly certified by Practicing Chartered Accountant for preceding (last) 03 financial years on the basis of audited financial statement.
2. **NET-WORTH:** The Bidder should have Net Worth (which is defined as "Equity share capital + Total Reserves - Revaluation Reserves - Intangible assets - Miscellaneous expenditure to the extent not written off and carry forward losses") of not less than 25% (twenty Five Percent) value of estimated cost of tender. The Bidder should submit the statement of Net Worth through Unique Document Identification Number (UDIN) duly certified by the Practicing Chartered Accountant.
OR
The Bidder should have submitted the valid **Solvency certificate of 25%** of the estimated cost from any scheduled or Nationalized Bank (within 06 Months from tender Submission date).
3. Copy of PAN Card, IT returns, Audited Profit & Loss Statement & Balance Sheet of last 3 financial years.

Note: 1. The original color scan copy should be uploaded as bid documents in support of Financial qualifying criteria. The attested / notarized photo copies of the same will not be entertained.

2. The duly audited, verified and certified figures from chartered accountant will be considered for annual turnover and net worth. The provisional certificates (if any) will not be entertained.

13. PAYMENT OF E-TENDER FEES & EMD:

1. **TENDER FEE:** The Bidder should have to pay appropriate tender fee online compulsory.
2. **EMD:** The Bidder should have to pay Bid Security Deposit (BSD/EMD) for an amount equal to 1% (one percent) of the estimated cost of tender in online mode only.

Note for NSIC/SSI/MSME Registered Vendor: For details regarding exemption of payment of EMD follows the MSETCL circular No. MSETCL/Dir(Ops)/10812 Dt. 10.10.2018, which is enclosed h/w.

The vendor registered with SSI, NSIC or MSME & obtains the registration certificate which indicates relevant nature of business to tender work, will be eligible for exemption from payment of EMD.

“Firm/Bidder has to pay EMD irrespective of SRM System asks for the same or not in following cases:

- i) If S.S.I./N.S.I.C Certificate which do not indicate Material/Service required against present Tender
- ii) If Turnover Manufacturing Capacity exceeds the limit indicated in S.S.I./N.S.I.C. Certificate specified by the concerned Authority to avail the benefit of EMD exemption.

14. OTHER MANDATORY DOCUMENTS FOR VALID BID :

3. List of employee’s along with their qualifications, Experience & T&P list.
4. Partnership deed of Bidder is a partnership firm (If applicable) as per **Schedule – G**.
5. Undertaking for acceptance of all the terms & conditions of tender documents & MSETCL’s standard terms & conditions on company’s/firm’s letter head as per “Tender Form” of tender documents as per **ANNEXURE-A**.
6. Bidder has to submit an undertaking in the attached **Performa ANNEXURE-G** declaring that their Firm is not Debarred/Blacklisted by Government/Semi Government/Other Power Utilities, anywhere.
If it is revealed that the participating Bidder is Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utility, anywhere, the Offer of such Bidder shall be liable for rejection at any stage of Tendering process.
Further, it is revealed that the successful Bidder is Debarred/Blacklisted by any Government/Semi-Government/Other Power Utility, anywhere then Order of such Bidder shall be liable for termination at any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising there from.
7. The price variation (PV) Clause is not applicable for this inquiry.
8. Joint venture will not be allowed for this inquiry.

15) SUBMISSION OF BILL & PAYMENT:-

a) Original Quarterly triplicate RA bills to be submitted in the name of undersigned to this office. The same will be submitted to the concerned incharge for further process. After that the concern Incharge will verify & certify the bill as per MSETCL standard procedure & submit the same to this office for effecting payment. After due audit & verification, Executive Engineer, EHV O&M Division, Jalgaon shall make necessary arrangement for effecting of the payment as per the availability of funds at Executive Engineer, EHV O&M Division, Jalgaon. However, the payment will be made as per actual measurement & as per the actual work done.

b) **SUBMISSION OF BILLS:-** Bill shall be contained 1) GST tax invoice as per GST Act 2017, 2) Detailed Work completion report/MOM/Photographs of work executed before and after.

- 16) **CONTRACTOR’S EMPLOYEE:-** The Contractor shall employ and provide onsite only such employees who are well behaved, good habits, physically fit, experienced for execution and supervision of works. The Contractor shall provide housing accommodations to your employees. Since the work is to be carried out in live switchyard the contractor shall take all precautions while working and advice to labours not to touch any structure/ equipments etc. The contractor shall be responsible for any injury/accident to his employees during execution of works. Payments of compensations for any accidents/injuries shall be borne on you. MSETCL will not be responsible for any type of accidents or financial implication arising there from. You should ensure that your staff uses the requisite safety equipment and to take all the safety precautions. All necessary precautions are to be taken while carrying out the work. For any side effect of chemical used or any lacuna MSETCL is not responsible.

- 17) **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:-** The Works /Materials should be carrying out as per the standard practices of MSETCL & the terms & conditions stipulated in the tender Booklet of this RFx/SRM E-Enquiry will also a part of the contract & will be binding on you wherever it is not specifically mentioned. MSETCL reserve the right to add more terms & conditions during the contract period if found necessary. Notwithstanding anything stated here, the Board's General Terms & conditions of contract shall also be applicable to this contract.
- 18) **QUALITY OF WORK:-** You will be fully responsible for quality of work and workmanship.
- 19) **LIQUIDATED DAMAGES/ PENALTY FOR DELAY:-**
- If the contractor fails to complete the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.
 - The Liquidated damages shall be levied at the rate of @ ½ % (half – percent) on the delayed portion per week subject to the maximum 10% of the contract price.
 - In case of such delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at his risk and cost.
- 20) **T.D.S., GST, LABOUR CESS & APPLICABLE TAXES: -** The T.D.S. at source as per prevailing rates & rules or at the rate amended from time to time in accordance with the provision of financial act, GST as per Govt. Rules of taxes as applicable, Labour Cess @1% under the Building & other construction workers welfare Cess act 1996 & Applicable taxes if any will be deducted from your bill. You shall obey the labour laws Electricity act. Electricity rules & workmen compensation act & responsibility for any compensation due to accident lies with you.
- 21) **TOOLS & PLANTS:-** You will have to arrange all tools, plants, manpower, material, Safety equipment's/T&P etc. to carry out the work successfully at your own cost. You will have to provide all safety measures to your staffs while executing the work in sub-station.
- 22) **ACCIDENT:** The safety precaution and procedures shall be followed scrupulously at site. If any fatal or non-fatal accidents occur during the course of work to your labours, the MSETCL will not be responsible. The compensation if required to be paid will be at your cost and risk only. You will be responsible for the safety of your labours/employees and also safety of MSETCL equipments/material if any MSETCL equipment/material is damaged; you will have to make the loss good at your risk and cost otherwise same will be recovered from your bill.
- 23) **CONTRACTORS ALL RISK INSURANCE POLICY: -**
- You will have to submit the all risk insurance policy of M/s. United India Insurance Company Limited, cum servicing basis in the ratio of 40:60 (i.e. the Government Insurance Fund 40% and United India Insurance Co. Ltd: 60%) for work order amount to protect your interests and the interest of the MSETCL against Contract of RFx No. **7000026173** valid up to the work order completion period. Any loss or damage to the equipment during supply handling transporting storage and services, till such time the plant is taken over by the MSETCL shall be to the account of you, You 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 contract.
 - It is responsibility of contractor to takeout all necessary insurance for execution of work for all his liabilities direct/ indirect & also submit the insurance copy along with invoice otherwise 1% on work order value will be deducted from bill.
- 24) **DAMAGE TO PERSONS AND PROPERTY: -** You will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
- 25) **SUBLETTING OF THE CONTRACT:-**
- The contract/work order of any part there of shall not be assign/transfer or sublet without prior written permission of undersigned. Even if competent authority such permission is granted it shall be responsibility of principal contractor to whom the work order was originally issued to complete the work as per terms of contract/work order.

- 26) **RISK AND COST:-**If you fail to carry out the work in full OR in part, the work will be got carried out from other party even at higher rates and the difference in rate will be recovered from your risk and cost. It will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting the security deposit.
- 27) **SATISFACTORY PERFORMANCE:-** If you fail to execute the work satisfactory as per time schedule, it will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting Security Deposit.
- 28) **SUSPENSION / HOLDING OF WORK:-** If the work has to be suspended due to any reason i.e. stay order from court of law, legal held up from any other Agency, shut down etc. the MSETCL shall not pay any compensation / damage to the contractor towards item like idle labour, etc. In such cases the contractor is not liable for claiming extra payment. However in such case the contractor will be paid for the actual work executed by him under the supervision & measured by concerned engineer.
- 29) **PRECAUTION:-** - All equipment's, lines are in charged conditions. The contractor should take of all precautions at his own cost until handing over the site to MSETCL.
- 30) **TERMINATION OF CONTRACT:-** The Undersigned reserve the right to terminate /cancellation the contract at any time during the contract period by giving appropriate notice to you, in the event of the breach of contract in any respect or undue delay in execution of works/starting of the works. This order is placed upon documents submitted & facts represented by you. If it is found at any stage that, the documents submitted/facts represented by you in relation to the bid regarding eligibility criteria, rates offers etc. are untrue/fake/invalid & there is suppression of facts, misrepresentation & any sort of cartelization among the bidders to obtain the order resulting in loss to the MSETCL is at your risk, costs responsibility & subject to the legal action.
- 31) **EXTENSION TO ORDER:-** - If required then MSETCL may give extension for additional 50 % work for which the agency should agree the work at the same rates, terms & conditions of the parent order.
- 32) **JURISDICTION:-** All disputes or difference arising under, out of or in connection with this order, so concluded shall be subject to the exclusive jurisdiction of Jalgaon Court. In case any damage occurs during the work, the cost of such damage will be claimed with Govt. Insurance fund, Mumbai; however if our claim is rejected then you will have to make the loss good at your cost. All the MSETCL rules and regulation provisions of Indian Electricity Acts and rules; other Govt. rules as may be applicable from time to time will be applicable to this order and the same will be binding on you.
- 33) **FIRST AID BOX:-** - You will have to keep & maintain the first aid box & safety measures at site for the labors.
- 34) MSETCL general Terms and Conditions for works are applicable to this contract. The undersigned reserves the rights to accept or reject any or all the Quotation without assigning any reason thereof.

Yours Faithfully,

(Vinod R Lokhande)
Executive Engineer
EHV (O&M) Division, Jalgaon.

Copy s.w.r. to: -

1. The Superintending Engineer, EHV O&M Circle, Bhusawal. (By email)

Copy to:-

1. The Dy. Manager (F&A), EHV O&M Division, Jalgaon. (By email)
2. The Web Master, MSETCL.(By email)
3. Notice Board.

“ANNEXURE-B”

UNDERTAKING

(This undertaking should be given on company's / firm letter head)

To,
Executive Engineer
EHV O&M Division
MSETCL, Jalgaon.

Dear Sir,

We hereby offer to Annual maintenance Contract for the work of grass cutting & disposing of grass buds, thorny bushes etc. (4 Rounds) at various EHV Substations under EHV(O&M) Division, Jalgaon. (**Group-C: 220kV Bambhori, 132kV Jalgaon New MIDC and 132kV Jalgaon Old MIDC Substation**). {Switch yard area: - Weed control by removal of grass and chemical spraying. Other than Switch yard area(Colony area) :- Weed control by Only removal of grass } as detailed in your e-inquiry and in accordance with the terms and conditions thereof.

We have carefully perused the above e-inquiry specification connected with the work and agree to abide by the same.

We also agree to pay Security Deposit and to give the Contract agreement as per your requirements in case we are the successful Bidders and we have accepted all terms & conditions of the tender specification.

CERTIFICATE:

I/We agree to carry out the works at the rates herein e - inquiry by me/us subject to the conditions of e - inquiry which I/We have carefully read and that I/We thoroughly understood and to which I/We agree. I/We hereby agree to keep this offer open up to the date as indicated in E-inquiry Details and shall bound by communication of acceptance dispatched within the validity period.

We further agree to execute the contract if awarded referred to in your E-inquiry specification as per the terms and conditions specified therein.

We are uploading this undertaking herewith as per the e-inquiry.

Seal & Signature of Bidder

**Executive Engineer
EHV O&M Division, Jalgaon**

"ANNEXURE –G"

**Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by
Government/Semi-Government/Other Power Utilities**

(This undertaking should be given on company's / firm letter head)

I/We hereby declare that I/We is/are participating in MSETCL's **Tender No.7000026173.**

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are not Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge and belief.

I/We hereby agree that in case My Firm/We are Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere, My/Our offer is liable for rejection at any stage of Tendering process as per Tender Conditions.

Further, I/We hereby understand and agree that in case My Firm/We are Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere, My/Our Order is liable for termination at any stage of Order execution process and My Firm/We shall be solely responsible for the consequences arising out of it.

**Authorized Signatory
Seal of the Firm**