



**OFFICE OF THE EXECUTIVE ENGINEER
EHV O&M DIVISION, MANCHAR**

DSK's Pride , Survey No-170/7B, Pune-Nashik Highway,
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EE/EHV/O&M/Division/Manchar/Tech/No. 595

Date: 02.06.2023

To,

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Subject: Replacement of existing 3.5CX70 sq mm with 3.5CX 185 sq mm power cable at 220kV Alephata Sub-Station under EHV O&M Division Manchar.

Dear Sirs,

Sealed & super scribed quotations are invited, so as to reach this office on or before 13.06.2023 up to 18:15 Hrs. for replacement of existing 3.5CX70 sq mm with 3.5CX 185 sq mm power cable at 220kV Alephata Sub-Station under EHV O&M Division Manchar. on following Terms & Conditions and as per schedule "A" mentioned below.

The bidders are requested to go through the following instruction in case of any doubt, get them clarified in writing or in person from the office of the Executive Engineer, MSETCL, EHV (O&M) Division Manchar in advance before three days.

Quotation should be submitted in sealed cover subscribed with following particulars:

Consisting of two separate envelopes with

- 1) Associated documents
- 2) Price Bid Document.

Envelope 1:

This envelope should contain documents mentioned in Terms & Conditions Sr. No. 4 (Eligibility (Technical Bid): Technical Qualifying Requirements.

Envelope 2:

This envelope should contain only price bid in given schedule "A", not in other format.

Above both "Envelope 1 & Envelope 2" shall be enclosed in one envelope in sealed & super scribed.

After verifying the full documents in envelope-I, if it is found that, the bidder fulfills the desired prerequisites; Envelope-II will be opened. If the same is not found meeting the prerequisite, Envelope-II will not be opened.

Quotations with incomplete details or submitted without sealing or super scribing or not submitted in prescribed form etc. are liable to reject. **Offer on fax or E-Mail will not be accepted. This office will not be responsible in delay in postal transit.**

TERMS & CONDITIONS:

1. **Name of Work:** Replacement of existing 3.5CX70 sq mm with 3.5CX 185 sq mm power cable at 220kV Alephata Sub-Station under EHV O&M Division Manchar.
2. **Scope of Work:**
 - a. Supply of Aluminum conductor 3.5C, 185 sq. mm Armoured, FRLS power cable, laying & termination.
 - b. Providing & laying concrete pipes of I.S.NP. Class of 300mm diameter in proper line, level & slope including necessary collars, excavation, laying, fixing with collars in cement mortar 1:1 & refilling the trench complete.
3. **Estimated Cost:** The estimated cost for the said work is Rs. 6,00,982/- Lakh inclusive of GST & all applicable taxes.
4. **Eligibility (Technical Bid): Technical Qualifying Requirements:**

Sr. No.	Name of document
1	Valid electrical contractors license
2	Valid copy of shop act License or NOC from Grampanchayat
3	Valid copy of PAN card.
4	Copy of GST registration.
5	Income Tax Return for Assessment Year 2020-21, 2021-22 & 2022-23
6	<p>The bidder must have experience <u>for the work of LT line erection, dismantling & shifting or HT/LT connection executed in MSETCL/MSEDCL</u> for which works completed for an amounting atleast Rs. 5/- lakh during last 07 years on scheduled date of bid submission.</p> <p>The work completion certificate from Authorized Person / Competent Authority (not below the rank of Executive Engineer) regarding completion of above work satisfactorily must be submitted.</p>

5. **Validity of Offer:** The offer shall be kept open for our acceptance up to 180 days from the date of commercial opening of the E-Enquiry.
6. **Work Completion Period:** The works shall be completed within 60 days from the date of handing over of site subject to availability of outage if required.
7. **Execution of the work:** The contractor shall keep one full time experienced technical responsible person at site, he shall be fully authorized to receive and comply with such instructions as are given by the

Engineer-in-charge. The name of such person with his qualification and experience shall also be immediately reported to the Engineer-in-charge.

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.

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

8. **Supervision of the work:** The works shall be under overall supervision of 220kV Alephata Sub-Station In-Charge or his representative.
9. **Security Deposit:** Successful bidder will have to pay security 5% of total order amount within 15 days from the date of issue of LOI at EHV O&M Division Manchar. If you fail to submit the SD amount within stipulated time period, the interest will be charged per annum as prevailing BPLR rate. If you fail to do so, the SD will be recovered from your bills with interest. Also you will have to apply for refund of the SD within 6 months after completion of work period. If you fail to apply within stipulated period, your SD amount may liable for forfeit & the action will be taken as per MSETCL rules. SD will be refunded only after satisfactory completion of contract period after adjustment of any amount payable by you to MSETCL.

The work order will be issued to vendor only after submission security deposit & accordingly the site will handed over to agency.

The Bank guarantee/FDR furnished, if any, towards Security Deposit shall be kept valid for a period of 02 years (1 year work completion period & 1 year guarantee period) or till all the obligations on the part of the contractor are fulfilled.

10. **Guarantee:** 12 Months from the date of completion of work. If any mishap/damage occurs in guarantee period the same will have to be made good by contractor at his own cost. Guarantee Certificate should be enclosed with the bill.
11. **Agreement:** Contractor shall have to enter in to agreement on bond paper of Rs. 500 /- (As per estimated cost) as per rule within 15 days from the date of issue of LOI/work order. The cost of the bond paper will be borne by contractor.
12. **Validity of Work Order:** The validity of contract will be 12 months from the date of issue of work order
13. **Rate:** Rates shall be quoted as per the Schedule 'A' given. Any changes must be brought out clearly.
14. **Payment Terms:** The contractor will have to submit the bill to 220kV Alephata Sub-Station In-Charge for the work executed. Payment will be done at EHV O&M Division Manchar by Executive Engineer after receipt of dully Certified bill from 220kV Alephata Sub-Station In-Charge and after due audit and within reasonable time & as per availability of funds. 100% payment will be made after completion of works.

15. Submission of Tax invoice (bills):

- a. The E-Invoice or Tax Invoice as applicable as per prevailing GST rule & regulations in 4 copies, advance stamped receipt along with the certificate from Alephata Sub-Station In-Charge for having completed the work satisfactorily must be submitted to the Executive Engineer (EHV O&M Division Manchar). The PAN No. & GST No. should be mentioned on bill.
- b. Payment will be made within reasonable time by EE/EHV O&M Division Manchar, after receipt of duly certified and recorded bill by concerned operating officer and after taking necessary entries in ERP-SAP system.
- c. 100% payment will be made against duly certified, recorded & audited bills after successful completion of work.
- d. Necessary documents such as Guarantee certificate, JMC/MOM, MRC/Gate pass/Delivery challan signed by both parties etc. in original/certified must be enclosed with the bill.
- e. In case of MSME vendors “The company MSETCL will try to arrange for funds for bill payment well within stipulated 45 days. But in case for whatsoever the reason, funds arrangement & disbursement thereof gets delayed, MSETCL neither accepts any communication in whatever kind from bidder for delayed in payments.
- f. The payment will be effected by Executive Engineer EHV O&M Division, Manchar office within reasonable time & as per availability of funds.

16. Income Tax, GST, TDS and Labour Cess: Income Tax, GST, TDS and Labour cess as applicable will be deducted from the bills as per rules & regulations. All applicable taxes & levies are deducted (if applicable) at the time of payment.

17. GST Payment: 100% GST payment will be made against tax invoice submission for supply, erection portion.

18. Price Variation: Price variation clause is not applicable for this tender.

19. Penalty:

- i. Performance of work:** If it is found that performance of work is unsatisfactory, or not as per norms of MSETCL the contract is liable for termination at any stage of work without giving any prior notice and at contractor’s entire risk & cost. The security deposit paid by agency shall be forfeited in that case.
- ii. Delay in execution of work:** If the agency fails to complete the work within stipulated time, penalty @ 1/2% per delayed week or part thereof (7 days in a week), maximum to 10% of work order amount shall be levied. If the work is not carried out in the stipulated period, the works will be got done departmentally or from any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.

20. Risk & Cost: In case contractor fails to complete the work entrusted to you partly or fully, the undersigned reserves the right to get the balance work carried out through other agency and difference in cost will be recovered from your bill and S.D. If the balance remained to be recovered the same shall be recovered from your any balance payment in all over MSETCL.

21. Hindrance of work: If the work has to be suspended due to any reason, shut down etc. The MSETCL shall not pay any compensation / Damage to the contractor towards item like labor, 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 Executive Engineer. A separate register shall be maintained jointly by the site in-charge and the agency.

22. **Contractor's employees:** The contractors 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 compensations etc. as may be required 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.
23. **Damages to Persons and Property:** The contractor shall indemnify MSETCL against any losses and claims regarding any injuries of damage to any persons, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
24. **Site Clearance:** The contractor shall, during the progress of work, keep the site reasonably free of all unnecessary obstruction and shall store the material neatly so as not to cause any obstruction for normal working / operations.
25. **Sub-letting of Contract:** The contract, or any thereof shall not be assigned, transferred, or sub – let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principle contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.
26. **Force Majeure:** The following clauses which substantially affect the performance of the Contract shall only be considered as force majeure conditions.
- i. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics
 - ii. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes. Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a clause, notify the other party in writing of such cause with sufficient documentary proof.
27. **Workmen's Compensation Insurance:** This insurance shall protect the Contractor against all claims applicable under the Workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the Workmen's compensation Act 1948. The liabilities shall not be less than Workmen's Compensation as per statutory provisions.
28. **Compensation under workmen's compensation Act – 1923 (VII of 1923):** The contractor shall be responsible for and shall pay compensation to his workman / employee as per Act for injuries that may be inflicting on the workmen. In case if such compensation is paid by the Transmission Company , as per Principals under subsection (I) of Section 12 of said Act, on behalf of the Contractor the amount of such compensation paid shall be recovered in the manner laid in clauses 4 of the relevant section of the Act.
29. **Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to C.E. and the C.E. shall (within 120 days after receipt of the contractor's representation make and notify decisions of all matters to by the contractor in writing.
30. **Joint venture/Partnership deed:** Joint venture or partnership deed is not allowed for this tender/E-Enquiry.

31. **Termination of Contract:** The undersigned reserves the right of cancel the contract, after giving due notice to the contractor, in the event of the breach of contract in any respect or undue delay in execution of work / starting of the work.
32. **Applicability of General Conditions of Contract:** Notwithstanding anything stated herein, the MSETCL's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract also.
33. The undersigned reserves the right to cancel the tender/LOI/work order at any stage without assigning any reasons thereof.
34. **Jurisdiction:** All disputes, differences related to the tender / contract shall be subject to the exclusive jurisdiction of Pune District Court.

Thanking you.

Sd/-
(S G Bide)
Executive Engineer
EHV O&M Division Manchar

Copy s.w.r.s to:

1. The Chief Engineer, EHV CC O&M Zone, Pune.
2. The Superintending Engineer, EHV (O&M) Circle, Pune.

Copy to:

1. Dy. Manager (F&A), EHV (O&M) Division Manchar.
2. Notice Board

SCHEDULE "A"

Sr. No.	Particulars	Material/ Service Number	Unit	Qty.	Total unit Rate (Incl of LC @1%) (Incl of GST @18%) (Rs.)	Total Amount (Inclusive of all taxes)
1	Supply of Aluminum conductor 3.5C, 185 sq. mm Armoured, FRLS power cable	500000782	Km	0.42		
2	1100V LT Power cable laying of Aluminum conductor 3.5C, 185 sq. mm	50002084	RMT	420.00		
3	Termination of 1100 V LT Power cable at both ends (inclusive of glands, lugs, ferrules etc.) 3.5C x 185 sq.mm	50002063	Per Cable	4.00		
4	Providing & laying concrete pipes of I.S.NP. Class of 300mm diameter in proper line, level & slope including necessary collars, excavation, laying, fixing with collars in cement mortar 1:1 & refilling the trench complete.	50005058	RMT	200.00		
Grand Total						

*Quantity may vary as per actual

* Payment will be effected as per actual measurement basis

Sd/-
S G Bide)
Executive Engineer
EHV O&M Division Manchar