



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

**EHV PC O&M Zone, Karad.**

**Amendment No. I**

**Tender No.** CE/EHV PC O&M ZONE/KRD/Tech/E-tender-T- 08/ 2024-25. (RFx No. 7000033116).

**Name of tender:** Replacement of existing 0.4 ACSR conductor by suitable HTLS conductor (High Performance Conductor) along with necessary Hardwares of 220kV Talandage-Tilwani Ckt-I and Ckt-II under EHV O&M Circle, Kolhapur when other circuit is live.

Digitally signed online bids are invited for Work of Replacement of existing 0.4 ACSR conductor by suitable HTLS conductor (High Performance Conductor) along with necessary Hardwares of 220kV Talandage-Tilwani Ckt-I and Ckt-II under EHV O&M Circle, Kolhapur when other circuit is live through SRM E-tender process of MSETCL in two-bid system from bidders who are registered Contractors of MSETCL.

1. In the tender the PV related clauses are amended as per the circular SP/VIII/PVC Amendment/No.1042 Dt. 04.09.2024(BR No. 168/50). The copy of the circular alongwith sanctioned BR is enclosed separately in the tender document for your kind reference. These sanctioned clauses will supersedes the previous clauses of the tender and any other circulars thereof.
2. Any latest amendment circulars i.r.o. Insurance will also be applicable to the said tender.

The concern bidders should take note of this.

<https://srmetender.mahatransco.in/>

**Chief Engineer  
EHV PC O&M Zone Karad  
(Digitally signed)**



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**(CIN No.U40109MH2005SGC153646)**

**Name of office** : Director (Operations)  
**Office Address** : Prakashganga, 8<sup>th</sup> Floor, Plot No. C-19, E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai-400051  
**Tel.** : (O) 022-2659 5404 (P) : 022-2659 5004  
**Email** : dirop@mahatransco.in

SP/VIII/PVC Amendment/ **No 0 1 0 4 2**

Dt: **0 4 SEP 2024**

**CIRCULAR**

**Sub:** Price variation Policy of MSETCL approved by the BOD vide BR No. 167/43 dt. 4.3.2024 and issued vide Circular No. 567 dt. 9.5.2024 - **Amendment / Addendum to certain clauses thereof.**

**Ref:** 1) Board Resolution No. 167/43 dt. 4.3.2024  
2) Circular vide No. SP/VIII/ PV Circular/567 dt. 9.5.2024  
3) Board Resolution No. 168/50 dt. 22.7.2024  
4) BR Implementation note No. SP/VIII/PVC Amendment/772 dt. 30.8.2024 approved vide no. CMD/MSETCL/877 dt. 4.9.2024

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- 1.0 In accordance with approval accorded by the Board of Directors vide Resolution No. 167/43 dt. 4.3.2024, the Circular regarding 'Price variation clauses' to be incorporated in MSETCL tenders floated after 14.3.2024 was issued vide No. SP/VIII/PV Circular/567 dt. 9.5.2024.
- 2.0 In this regard the proposal for amendment / addendum to clause no. (vi) & (viii) of above Price variation policy was placed in the 168<sup>th</sup> Board Meeting of Board of Directors of MSETCL held on 22.7.2024, for approval. The same is approved by the Board of Directors vide Resolution No. 168/50 and the approval for implementation of the said Board Resolution is accorded by the competent authority vide ref. (4) above.
- 3.0 Accordingly all Field offices / concerned sections of MSETCL are instructed to follow the guidelines regarding Price variation mentioned in Board Resolution No. 168/50 dt. 22.7.2024 and incorporate related clauses in the Tender document of the tender(s) to be floated by them from the date of signing of BR implementation note cited at ref. (4) above i.e. 4.9.2024.

For tenders which have already been floated and whose Techno-Commercial bid has not been opened, 'Corrigendum' as per above Board Resolution to tender Price Variation clause shall be given as per amended G.O.-I (F&A) circulated vide ref. MSETCL/Dir. (Finance)/ 995 dt. 14.02.2024.

- 4.0 A copy of Board Resolution No. 168/50 dt. 22.7.2024 is attached with this circular for needful as mentioned above.
- 5.0 This Circular supersedes Circular vide No. SP/VIII/PV Circular/567 dt. 9.5.2024.

This circular is uploaded on <https://ep.mahatransco.in>

**Encl. :** As above

  
Director (Operations)

**Copy to :**  
All as per mailing list  
(Upto the sub-divisional level)

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C.E. (O & M)

CPA, MSETCL

Inward No.: 1044

No. 237

B.R. No. 168/50 dated 22.07.2024

Date.: 29/08/2024

Inward Dt. 29/8/24

Outward Dt. ....



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD  
(CIN No. U40109MH2005SGC153646)  
COMPANY SECRETARY DEPARTMENT

Phone No. (022) 26595301 Prakashganga, Plot No. C-19, "E" Block,  
Fax:- (022)26592316 2<sup>nd</sup> Floor, Bandra-Kurla Complex,  
Email :cs@mahatransco.in Bandra (E), Mumbai-400 051.  
Website: www.mahatransco.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 168<sup>th</sup> BOARD MEETING OF THE BOARD OF DIRECTORS OF MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED HELD ON MONDAY, JULY 22, 2024 FROM 11.00 A.M. TO 2.00 P.M. AT CONFERENCE HALL, THIRD FLOOR, HSBC BUILDING, FORT, MUMBAI-400001**

**ITEM NO. 50: To consider and approval the proposal for Amendment in certain clauses of Price variation Policy of MSETCL.**

**Resolution No. 168/50**

Director(Operations) & CE (Trans (O&M)(A/C) placed before the Board to To consider and approval the proposal for Amendment in certain clauses of Price variation Policy of MSETCL.

After deliberations, the Board of Directors approved the proposal and passed the following resolution:

**“RESOLVED THAT** the Board of Directors be and is hereby accorded approval for ‘Amendment to PV policy dt. 4.3.2024’ as under:

- i) For CPA tenders, Ceiling / capping of + 20% on Positive Price Variation for supply of all material & equipments and services and no ceiling / capping on Negative Price Variation, where Price Variation is applicable.
- ii) For Turnkey tenders of C.O. and Field office, Ceiling / capping of + 20% on Price Variation for supply of material and equipment’s of substation and no ceiling / capping on supply of materials of Transmission Line. There shall be no ceiling / capping on Negative Price Variation.
- iii) For Turnkey contracts Price variation clause shall be applicable for the following Supply components only :
  - a) Sub-Station: Supply of Power Transformer/ICTs/Reactor, Circuit breakers, Instrument transformers, Isolators, Relay panels, Gantry and equipment support structure with N&B, Control and Power Cables, PLCC / FOTE (Panel & Equipment).
  - b) Transmission Lines: Supply of Towers with N&B and Conductors.

Note:

- 1) For all other supply items the rates shall be on the FIRM price basis.
- 2) For Civil and ETC works the rates shall be on the FIRM price basis.

*Resolved*

The above supersedes guidelines of BR No. 153/25 dt. 24.2.2022 at Sr. No. 5 of Annexure - II regarding Price Variation clause in Turnkey Contracts, issued due to COVID-19 pandemic situation.

- iv) For O&M works Tenders, the contract price shall be VARIABLE for contracts for which original completion period is more than 6 (Six) months. The ceiling / capping on PV shall be + 20% there shall be no ceiling / capping on Negative Price Variation. The items for which PV will be payable will be same as for Turnkey contracts mentioned at (iii) (a) & (b) above.
- v) The contract price shall be FIRM for Civil and ETC works contracts for O&M contract tenders.
- vi) The Price Variation shall be calculated from the **date of opening of Techno-Commercial bid** of the tender.

Note :

- a) *For computation of PV the 'date of opening' referred above / in IEEMA PV Circular shall be the 'published' date (including extension, if any) of opening of Techno-Commercial bid of the tender till which time the bidder had the option to modify his quoted price and not the 'actual' date on which the Techno-Commercial bid of the tender is opened.*
- vii) The Price Variation shall be calculated as per IEEMA PV Formula and monthly indices published by IEEMA.
- viii) For supplies effected / works completed **within the contractual period**, the Price Variation will be payable as per above clauses.
- ix) In case of contract / Order completed / executed beyond **the contractual period**, the Price Variation will be **payable for the supplies effected / works completed within the contractual period**. For **balance supplies** effected / works completed **after the contractual period**, Price Variation will be payable as per above clauses, only for the **extended time period approved by the Competent Authority**.

Note :

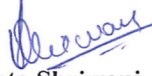
- a) *The MSETCL shall not be liable for any additional cost incurred by the Contractor on account of price variation for supplies effected / completion of works **beyond the original contract period**, on account of **default by Contractor**. However, in such case, if PV calculated for this period is **negative** then same will be **deducted / recoverable** from agency.*
- b) *PV shall be payable beyond the original contract period, if **time extension is granted** as per provisions of GTC Clause **due to force majeure conditions or due to delay/defaults on account of MSETCL**, subject to the conditions that same has been considered by competent authority based on the documentary evidence furnished for granting Time Limit Extension with PV and subsequently a Time Limit Extension Letter is issued with PV by MSETCL.*
- c) *The 'date of delivery' shall be the date on which the equipment / material is notified as being ready for inspection / dispatch or the contracted delivery date whichever is earlier whenever supplies are effected within contractual delivery period. In case the supplies are effected after the contractual delivery period, the date of the*

*delivery for Price Variation purpose would be one out of the two on which the price variation is less.*

**RESOLVED FURTHER THAT** the C.M.D. of MSETCL be and is hereby empowered to do all such acts, deeds and things necessary to give effect to the above resolution.”

For Maharashtra State Electricity Transmission Co. Ltd.

Date : 29.08.2024.  
Place: Mumbai

  
Vineeta Shriwani  
CS, MSETCL