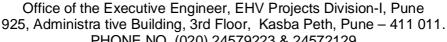


MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

Government of Maharashtra (undertaking) (CIN NO.U40109MH2005SGC153646)



PHONE NO. (020) 24579223 & 24572129 E-Mail Id: ee6610@mahatransco.in

E-Mail Id : ee6610@mahatransc

refer discussives and two

Date: 15.04.2025

Ref.No.EE/EHV/Project/DN-I/PN/Tech/453

Subject: - SRM E-enquiry for carrying work of 11 kV, 3 Phase auxiliary AC power at 220kV Mudhale Substation.

Dear Sir/Madam,

Online bids are invited in two bid system for SRM E-enquiry in r/o the work of 11 kV, 3 Phase auxiliary AC power at 220kV Mudhale Substation under EHV SS Project Sub-Division Baramati under EHV Project Division 1,Pune on or before **Dt. 01.05.2025** at 23.59 Hrs on following Terms and Conditions:

A) TERMS AND CONDITIONS

Submission of bid:

Two bid systems should be followed for submitting the offer. Uploading of required documents shall be done on MSETCL's SRM E-tender website https://srmetender.mahatransco.in

A) Techno - Commercial bid:

<u>:</u>						
Sr. No.	Name of document Technical/Commercial					
a.	Statutory Requirement: -					
1.	Proof regarding payment of E.M.D & E-Tender Fee.					
2.	GST Registration Certificate					
3.	PAN Card					
4.	Valid Registration under shop and establishment Act or NOC of grampanchayat for shop.					
5.	The bidder should have a valid Electrical Contractor's License issued by the Government of Maharashtra .					
b	Technical Qualifying/Minimum Technical requirement: -					
6.	a) The bidder should have an experience as a contractor in the execution of works of similar nature and complexity to that required under this contract. Such works should include in last 5years design, supply, erection, civil works, testing and commissioning of transmission and/or distribution systems, comprising of lines, underground cables, substation, transformers, augmentation of transformers and allied works particularly in MSETCL /MSEDCL/Govt. Institution during last 5 years minimum (previous to the submission of bid). i) One work order for work mentioned above, with completed work cost not less than the amount equal to 80% of the estimated cost. OR ii) Two work orders for work mentioned above, with completed works each costing not less than the amount equal to 50% of the estimated cost. OR iii) Three work orders for work mentioned above, with completed works each costing not less than the amount equal to 40% of the estimated cost.					

	(b) The Work done / Performance Certificate against said work orders from Authorized Person / Competent Authority (not below the rank of Executive Engineer) should be submitted along with respective work order copies. Note: For period of experience, last 5 years as the case may be, should be ending on start date of floating this tender				
	Financial Requirement: -				
07	The average annual turnover of the bidder during last three financial years should be not below than 60 % of estimated cost.				
08	The bidder should have a Net Worth (which is defined as "Equity share capital + 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 offered. The bidder should submit the statement of Net worth duly certified by Chartered Accountant for the last financial year ending.				
09	Income Tax Returns: The Bidder shall submit the copy of Income Tax returns for the last three Financial years.				
	Other Requirement: -				
10	Bidders will have to submit an undertaking as per 'Annexure-G' format(Format of is enclosed with this Enquiry document).				
11	A declaration to the effect that the bidder does not anticipate change in his ownership during the proposed period of the work till successful completion of warranty period (if such a change is anticipated, the scope and effect thereof, shall be defined) shall be submitted with the offer.				
12	Joint Ventures will not be allowed.				

NOTE:-

- 1) The Bidder has to pay EMD and tender fees in following cases.
 - i) If the Micro/Small enterprise Registration Certificate does not indicate the relevant classification code covering material/ service required against the tender floated.
 - ii) If the investment in Plant and machinery or Equipment exceeds the threshold limit indicated in the MSMED Act. 2006.
 - iii)In case of Works contract, if the Micro and small Enterprise submits that the enterprise shall supply all the materials of intended Works contract, manufactured from its own limit, then it shall be eligible for exemption of payment of EMD & Tender Fees to MSETCL. However, an undertaking duly notarized from micro and Small Enterprise to this effect is to be submitted along with bid.
 - iv)The Works contractor except as stated above and Traders are excluded from the benefits of EMD and Tender fees, hence shall be required to pay EMD or tender fees while participating for etender process at MSETCL.
 - v)The registration certificate as submitted by Micro and 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.
 - vi)In case, the micro and small enterprise (who have been exempted from payment of EMD/ Tender Fees) does not accept the tender being L1, then such micro and small enterprise shall be debarred from the bidding process for all tenders at MSETCL for next 2 years from the date of non acceptance of L1 bid and this is to be clearly mentioned in all tenders.
- 2) All CA certified certificates should have UDIN as per ICAI guidelines. Documents without UDIN are liable for rejection.
- 3) The original- colored scan copy should be uploaded as bid documents in support of Statutory Qualifying Criteria i.e. Statutory Licenses/ Registration. The Attested/Notarized photocopies of the same will not be entertained.

- 4) If bids are called between 1st April & 30th September of the year, then latest audited financial year shall be a year before previous year for financial criteria. For the bids called after 1st October then the latest audited financial year shall be the previous financial year of current financial year.
- 5) In case of a fractional number, rounding off to be done to the nearest unit i.e. in case of fraction between 0 to 0.49 it should be rounded off to 0 & in case of fraction between 0.5 to 0.99 it should be rounded off to 1.
- 6) Apart from the above, the undersigned reserves the right to condone any condition or may request for submission of any additional documents as well as original copies of the above documents for verification, if required, before the opening of the price bid.
- 7) The supplied material should be as per MSETCL T &C and Technical specification.
- 8) In case if any point is not applicable, then please attach the document (Specify on the Letter head of the agency as "Not Applicable").

Sd/-

Executive Engineer EHV Project Division 1, Pune

(B) Price Bid (Part – II) –

Bidder should upload the digitally signed price bid under Price bid online.

- Techno-commercial bid will be opened online for all received bids. After verifying the all documents / certificates submitted in techno commercial bid for prequalification as mentioned above, if it is found that, the tenderer fulfils the desired prerequisites, the price bid will be opened online. If the same is not found to be meeting the prerequisite, the price bid shall not be opened. Tenders with incomplete details or not submitted in prescribed tender form etc. are liable to reject.
- This office reserves all the rights to reject any or all tenders without assigning any reasons thereof.
- The technical documents should be uploaded in the technical bid & commercial documents
 /offer/price bid should be uploaded separately. In case both technical & commercial bid are
 uploaded in one file wrongly, the offer will be rejected.
- The offer shall be valid up to 120 days from the date of opening of the tender.
- The estimated rates in Enquiry document are inclusive of all taxes. <u>However, the bidder should quote rates exclusive of Taxes, etc. if any. The taxes should be quoted separately.</u>

Sd/-Executive Engineer EHV Project Division 1, Pune

SRM E-ENQUIRY NOTICE

MSETCL invites digitally signed online bids (SRM E-tender) from registered agencies on Mahatransco SRM E-tendering website https://srmetender.mahatransco.in for following:-

SRM E-Enquir	y No. &	Description of Work	Due date & Time (Hrs) for submission & opening of SRM E-Enquiry		
SRM-Enquiry for carrying work of 11 kV, 3 Phase auxiliary AC power at 220kV Mudhale Substation. RFX No: 7000035952			Download of SRM E-Enquiry documents Date		
Estimated Cost (Rs.)	EMD (Rs.)	SRM e- Enquiry Fee (Rs.)	Submission Closing Date	Technical Bid opening Date	Commercia I Bid opening Date
2,73,918/-	5000/-	100.00 + 18 % GST Extra (Non Refundable)	01.05.2025 @ 23.059 Hrs	02.05.2025 @ 11.00 Hrs	02.05.2025 @ 12.00 Hrs

Note: - All eligible interested contractors are mandated to get enrolled on SRM e tendering portal (https://srmetender.mahatransco.in)
Contact Person for enrolling on SRM e-tendering portal:
The Additional. Executive Engineer (O),

Mobile No.7447440928

- 1. Relevant portions of the SRM e-enquiry which the bidders have to fill online would be available on aforesaid website.
- 2. SRM e-enquiry documents can be downloaded online from aforesaid website.
- 3. Eligible agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related Problems.
- 4. Payment of SRM e-enquiry fees and EMD should be paid by the bidder through online only. Original certificate will have to produce if demanded for verification.
- 5. The SRM e-enquiry will be opened in the office of the Executive Engineer, , EHV Project Division 1, Pune

Sd/-Executive Engineer, EHV Project Division 1 MSETCL, Pune

(C). General Terms & Conditions

1) Contract Price:-

Name of Projects	Estimated Cost	Completion period from date of Site handover
Work of 11 kV, 3 Phase auxiliary AC power at 220kV Mudhale Substation.	Rs. 2,73,918/-	3 months from date of handing over of site/15days from last outage whichever is later.

- 2) **EARNEST MONEY DEPOSIT:** Each tenderer, will be required to pay an EMD of Rs. 5000/- (Rs. Five Thousand only) before the due time of closing through On-Line Only. Request for exemption from EMD shall not be considered on any grounds. Request for payment of EMD after closing of tender and considerations of the tender shall not be entertained.
 - The EMD is liable to be forfeited under following conditions: -
 - 1.In case the tender is withdrawn after the specified time or date of tender opening, but before expiry of the validity period.
 - 2.In case, the tenderer refuses to accept the order placed during the validity period.
 - 3.In case tenderer fails to pay the prescribed Security Deposit against an order placed within the prescribed period

The EMD should be paid by On-Line Only. 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 or Canceled. EMD will be returned through ONLINE process, hence it is mandatory to update payment detail of tenderer's registered account. After the receipt of all request for EMD refund, the EMD refund process will be initiated. In case of successful tenderers, the EMD will be adjusted against the Security Deposit on specific request by the tenderer.

- 3) AGREEMENT: Within 07 days from the date of receipt of the LOI, the contractor shall enter into an agreement of Rs. 500.00/- with the MSETCL. The cost of stamp paper is to be borne by the contractor. After submission of agreement, the contractor will be called for scheduling the date of signing & execution of agreement in the office of Executive Engineer, EHV Projects Division 1, Pune. Until the agreement is executed, the MSETCL will not be liable to pay, nor shall the contractor be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by the contractor
- 4) **SECURITY DEPOSIT:-** The contractor will have to pay **Security Deposit of 10% of the work order value** within **7 days** from the date of receipt of LOI in the form of FDR/B.G of any Nationalized/scheduled Bank in the favour of "MSETCL" at the office of The Executive Engineer, EHV Projects Division-I, Pune valid for one year or online payment NEFT/RTGS. If you fail to do so, the SD will be recovered from your first bill with interest i.e. 18% applicable. The Security deposit will be refunded only after satisfactory completion of the Guarantee period. Also, you will have to apply for refund of SD within 6 months after completion of guarantee period. If you fail to apply within stipulated period, the action as per CO's rules will be taken

- 5) **VALIDITY OF ENQUIRY:** -Enquiry shall remain open for acceptance for a period of 1 months from the date on which it is due for submission. During this period, no bidder shall be allowed to withdraw his enquiry. Any such withdrawal during the said period will entitle the forfeiture of the earnest money deposited by the bidders. As such the offer submitted by the bidder must have a **validity of minimum 120 days from the last date of submission of offer.**
- 6) <u>BIDDER'S QUOTATION</u>: The estimated rates in Enquiry document are inclusive of all taxes and duties. However, the bidder should quote rates exclusive of all charges, Taxes, statutory charges, etc if any. The taxes should be quoted separately in the space provided in the SRM bidding system.
- 7) **SUBMISSION OF ENQUIRY:** The enquiry should be submitted through SRM only. Bids submitted physically/ in hard copy will not be considered
- 8) **SUPERVISION OF WORK:-** The work should be carried out under the supervision of the Additional Executive Engineer, Substation Project Sub-division, Baramati. The work should be executed as per instructions from the Additional Executive Engineer, Substation Project Subdivision, Baramati who will supervise the work. The work carried out without supervision will not be recorded and payment will not be released for such works which may please be noted.
- 9) **SCOPE OF WORK: -** Work of Supply, Erection, Testing and Commissioning including civil work for providing 11kV, 3 phase auxiliary A.C. power supply at Mudhale SS.

Note-.

The prior permission from the concerned Engineer-in-charge is to be taken by the Contractor before starting the work.

- 10) **WORK COMPLETION PERIOD**: The work should be completed within 3 months from date of handing over of site/15 days from last outage whichever is later..
- 11) The Contractor shall guarantee/warranty that the materials will be new and in accordance with the contract documents and will be free from defects in material and workmanship for a period of Twelve (12) Month from the date of final acceptance of the entire scope of work/project by the Owner. Any defect developed due to defective materials and/or workmanship during testing and commissioning / performance of the works executed or during the guarantee/warranty period of Twelve (12) Month from the date of final acceptance of the entire scope of work/project by the Owner shall be rectified or made good by the Contractor at his own cost. The Contractor's liability shall be limited to repair / replacement of any defective part in the equipment of his own manufacture or those of his sub-contractor and arising from faulty design, materials and/or workmanship. All costs for the repair and/or replacement of defective parts such as dismantling, re-erection, supply, transportation etc. shall be to the account of Contractor. In case of failure after the guarantee period but before the estimated life of equipment, punitive actions deem fit will be initiated. The respective guarantee/warranty should be as mentioned in respective technical specifications of equipment's in Book II.
- 12) Contractor shall produce guarantee certificate by the manufacturer /supplier for a period of 2 years (Minor Material) & 5 Years for Major material.

13) Packing/ Handling & Transportation of material:

- a) The Contractor shall be fully responsible for Packing, Forwarding and Transportation of material by any other authorized mode of transport, clearance of equipment and further transportation of site place to of work / storage yard etc., in respect of material in his scope.
- b) Contractor shall pack and crate all material in such a manner as to protect them from deterioration and

damage during rail / road or any other authorized mode of transfer. The contractor shall be held responsible for all damages / losses.

- c) The contractor shall notify the Owner of date of each shipment from his / manufacturer works. The contractor shall give all shipping information concerning the weight, size and the contents of each packing including any other information the owner may require.
- 14) **Inspection of the works:** The site incharge will act as operating officer for this work. The works shall be under the overall supervision and shall be subject to the approval of the Executive Engineer or his designated representative. All the Material supplied must be of standard quality & duly checked by operating officer as per required specification. The work carried out without supervision will not be recorded and payment will not be released for such works which may please be noted.
- 15) **QUALITY OF WORK**: The contractor will be responsible for quality of work & workmanship. The contractor should supply material from approved vendor only.
- 16) **VARIATION IN QUANTITIES OF WORK:** The work will be generally carried out in accordance with the instructions given at site. The Executive Engineer, EHV Projects Division 1, Pune or his representative reserves right to increase or decrease the quantities of work to be executed or deleted or add any items, part or whole thereof. The payment will be done for the actual quantity of work done.
- 17) **FAILURE OF EXECUTION OF THE WORK:** For failure to execute the work as per given BOQ against the order in part or 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 & cost of the contractor and 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 the Contractor from bills or deposit or on any account with any MSETCL's Offices, such expenses will also include 15% Supervision charges & Security Deposit will be forfeited.

18) PENALTY:

- a) 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 the contractor shall be forfeited in that case.
- **b)** Delay in execution of work: In case of delay in execution of work beyond work completion period, penalty @ ½ % per delayed week, maximum to 10% of order amount shall be levied on contract value. If the work is not carried out in the stipulated period, the works will be got done departmentally or through any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.
- c) Penalty for partly completion of work: In case the contractor fail to complete the work entrusted, partly or fully, the balance work will be carried out through other agency and difference in cost will be recovered from contractor's bill and S.D. & the over & above balance shall be recovered from contractor or else penalty will be charged, maximum up to 10 % of order value whichever is higher.

To impose penalty in above (a), (b) & (c) case, for execution of work is discretion Engineer Incharge of EHV Substation Project Sub Division under EHV Project Division 1, Pune with due justification.

- 19) **SUBMISSION OF BILLS / PAYMENT OF BILLS:** The tax invoice/ if applicable E-Invoice along with Guarantee/warrantee Certificate and MRC/JMC signed by both parties & advance revenue stamp receipt should be submitted in triplicate to the Addittional Executive Engineer EHV Substation Project Sub Division Baramati. Please quote PAN No. on the bill with bank details for RTGS/ NEFT Payment. The service entry of the bills will be done by concerned incharge in SAP. Scrutinizing & auditing will be done at Division Office. Payment will be effected within reasonable time & as per availability of funds at Division Office.
- RISK & COST: MSETCL does not take any risk and will not pay any compensation for fatal/ non-fatal accidents to persons deployed by the contractor for the work, while carrying out the work under contract nor anything will be paid towards damages to the contractor vehicle/T&P etc. If any accident occurs to any of worker/ Supervisor/or outsiders during the work, the same will be on the contractor's account & if any expenditure is done towards medical aid that can be recovered from the contractor bill. MSETCL will not be responsible for such accident/ compensation payment etc.

The works whether fully completed or incomplete, all the materials, machinery, T&P temporary building, and other things connected therein shall remain at the risk and in the sole charge of the contractor until the completed work has been handed over to the Engineer In- Charge and till completion certificate has been obtained from the Engineer In-Charge. Until such handing over of the completed work, the contractor shall at his own risk &cost take all precautions reasonably necessary to keep all the aforesaid works and other things connected therewith, free from any loss or damage. In the event of the same or any part thereof being lost or damaged, he shall reinstate and make good such loss or damage, at his own cost & risk.

- ²¹⁾ **INSURANCE AND PAYMENT OF CONTRACTOR PERSONNEL:** Personnel employed by the contractor for execution of this contract shall be under Workmen's Compensation Act as required under the relevant provisions of the Contract (Labour/ Regulation and Abolition) Act 1979. It is whole responsibility of the contractor.
- ²²⁾ **SAFTY:** The contractor should ensure the safety of all the workmen, materials and equipment at work site. The contractor will be responsible for providing of all safety notices and safety equipment required. M.S.E.T.C.L will not be responsible for any accident or damages thereof due to contractor's worker's negligence on non-observance of our instructions. The contractor has to bear the compensation to their worker's in case of any accident.
- 23) **IDLE LABOR HOURS:** In case of suspension of work, or delay in work, non-sanction of outage due to any reason or stay order of the Court of Law no compensation will be paid by the Company for idle labors /idle machinery etc., for that period.
- 24) Any breakage/damage occurred to MSETCL material/ Equipment / theft of material if any, asset during the work shall be recovered from the contractor bills as per rules.
- 25) The contractor will not be entitled to claim any interest on amount payable to them.
- 26) **LOSS OF MATERIAL:** The contractor will have to keep their material in their safe custody. MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for the contractor's staff shall not be provided by the MSETCL.
- 27) **TOOLS AND PLANTS:** All kinds of Tools, plants, Tackles and machines etc., are to be arranged by the contractor at their cost. Company will not spare anything on this account.
- 28) **HOUSING & ACCOMMODATION:** The contractor will have to make their own arrangement for the housing of their staff and labors.

- 29) **SITE CLEARANCE**: The contractor should, 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.
- 30) In case of any conflicting instructions or any difference of opinion about any point or in case of any dispute about this Enquiry specification/contract/ work order for interpretation of any of the clause/terms conditions of this contract, the decision of the Executive Engineer, EHV Project Division 1, Pune about the interpretation of any terms and conditions will be final and binding on the contractor.
- ³¹⁾ **TERMINATION OF CONTRACT**:- The undersigned reserves the right to accept or reject the Enquiry in part or full. The undersigned reserves the right to terminate the contract at any time during the contract period by giving appropriate notice of 7 days without assigning any reasons, if it is found that the contractor is not able to cope up with or discharge duties satisfactory/or not able to execute the work as per the order conditions. The discretion of the contract operating authority shall be final & binding on the contractor.
- 32) **TAXES:-** Income Tax & all other applicable taxes will be deduced as per prevailing rates from the contractor's bill, as per rule, if applicable. GST Number should be mentioned on the bill.
 - 33) Variation in taxes & duties if any shall not be payable.
- 34) **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 items like labor, idle machinery, vehicle etc. however in such cases the contractor will be paid for the actual work executed by them under the supervision & measured by concerned engineer.
- 35) **SUB-LETTING OF CONTRACT:** The contract or any part thereof shall not be assigned, transferred, or sublet.
 - 36) Force Majeure: Only the following conditions shall be considered for the purpose of this clause.
 - a) Natural Phenomenon such as floods, Draughts, Earthquakes, Epidemics etc.
 - b) Acts of any Government, Domestic or Foreign such as war (declared or undeclared)Priorities, Guarantees Embargoes etc.
 - c) The party affected by 'Force Majeure' shall within 15 days of the occurrence of such a cause, notify the MSETCL in writing with sufficient documentary proof.order of the Court of Law no compensation will be paid by the Company for idle labours /idle machinery etc., during the period.
- 37) **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** All other Standard Terms and conditions prescribed by M.S.E.T.C.L., regarding supply and work, which are not stated here, are also applicable to this contract.
- 38) **JURISDICTION:**_All disputes or differences arising under out of or in connection with this contract, if concluded, shall be subject to exclusive jurisdiction of PUNE Court only.

39) Response to Price Bid:

- i) The bidders will be required to quote rates for each item in the Bill of Quantity (BOQ) attached with the tender documents and upload the completed sheet in the price bid document section. This file will be accessible only after the opening of price bids.
- ii) The L-1 bid will be identified based on the total lowest cost of all items combined quoted in the RFx document.
- iii) The evaluation of bids and the award of the contract of the contract will be based on the amount exclusive of GST. The contract will be of Composite Work Contract nature, attracting 18% GST as of the current date. Any levy, revocation, or change in the tax rate will be applied as per the prevailing situation.

iv) The rates quoted shall include required material, T&P, and personnel for executing the works.

34) Additional Instructions for Price Bid Submission:

The MSETCL tender is invited on an Item Rate Basis. Bidders are requested to submit their offers itemwise for Supply work as per following instructions below:

- a) Download the BOQ Excel File:
- Download the BOQ (Bill of Quantities) Excel file(s) for all parts (viz. Supply & Erection).
- Important: Price bids must be submitted in the Excel file(s) attached in the RFx. DO NOT create a new file. Any mistake (intentionally or unintentionally) in submitting the price bid may lead to disqualification. b) Review the BOQ:
- Carefully review the BOQ. Each item will be listed with a detailed description, quantity, and unit of measurement.
- c) Filling the BOQ Excel Sheet:
- Fill in the Ex-Work Price (including Labour Cess) column for each item.
- Ensure that your quoted pricing are including LC & excludes all Taxes as per BOQ, as the contract will be evaluated and awarded based on the quoted price exclusive of taxes .
- d) BOQ Excel Sheet Guidelines:
- Only fill in the cells designated as editable. The rest of the cells are locked and must not be modified.
- Enter the required data in the editable cells only, ensuring that all items are accounted for, and prices are entered for each item.
- Important: None of the rate fields should be left blank or set to zero. If the rate for any item is left blank or set to zero, the rate for that item will be considered as zero to MSETCL and the bidder must still supply and execute that item.
- e) Uploading the BOQ Excel File:
- After filling in all the required data, save the Excel sheet without altering any locked cells or creating new files.
- Upload the completed BOQ Excel file in the Price Bid Section ONLY
- f) Compliance:
- Any manipulation or non-compliance with these guidelines may lead to the disqualification of the bid. Ensure that the instructions are followed meticulously to avoid disqualification.
- g) Final Check:
- Before submitting, double-check the filled Excel sheet to ensure all prices are entered, and no mandatory fields are left blank or set to zero.
- Verify that no modifications have been made to locked cells and that the file format remains unchanged. h) Submission:
- Submit the filled Excel sheet in the designated section (Price Bid) of the SRM System as instructed.
- The Price Bid quoted in the SRM system should match the price bid uploaded in the Excel format. For bid evaluation and award purposes, the price quoted in the SRM RFx will be considered.
- In case of a discrepancy between the price quoted in the SRM RFX and the uploaded Excel file, the bidder must submit an Excel file of the price bid matching the quoted price in the SRM RFX within 03 (Three days) from the date of price bid opening. Non-compliance may lead to rejection of the bid and further processing as per MSETCL policy.
- Convert the completed Excel file into a PDF document. Ensure that the prices in the PDF match those in the Excel file. Submit this PDF, duly stamped, along with the Excel file in price bid section only. This PDF shall be treated as a price break-up.
- i) Instructions to refrain from quoting Imbalanced Rates:
- Balanced pricing Requirement: Bidders must ensure that their quoted prices for Supply & erection works are balanced and reflect realistic market rates. Imbalanced pricing, where one part of the work is significantly under/over quoted compared to the others, is not acceptable.
- No Cross-Subsidization: Bidders should not artificially lower the price of one component while inflating the price of another component. Each part of the bid must have transparent and justifiable pricing based on its own basis.
- Proportionality Check: The prices for Supply & erection works should be in reasonable proportion to each other, reflecting the actual costs involved in each portion. MSETCL reserves the right to assess and conduct a detailed analysis of the submitted bids to verify the consistency and appropriateness of the quoted rates and MSETCL will have discretion to reject bids that show significant discrepancies between

these components

Note: MSETCL reserves the right to check the price bid file(s) after the opening of the price bids and may reject any bid that has not followed the above instructions. MSETCL also reserves the right to request clarification on pricing details. Adherence to these guidelines is crucial for the successful bid submission.

- 40) **ACCEPTANCE OF TENDERS:** The Company does not bind itself to accept the lowest or any tender neither will any reason be assigned for the rejection of any tender.
- 41) Prohibiting participation of Bidders Debarred / Blacklisted by Government / Semi Government / Other Power Utilities: Bidders will have to submit an undertaking as per 'Annexure-G' format, declaring that their Firm is not Debarred / Blacklisted by any Government / Semi Government / Other Power Utilities / MSETCL, anywhere. If it is revealed that the participating Bidder is Debarred / Blacklisted by any Government / Semi-Government / Other Power Utilities / MSETCL, anywhere, the Offer of such Bidder shall be liable for rejection at any stage of the Tendering process. Further, if it is revealed that the successful Bidder is Debarred / Blacklisted by Government / Semi Government/Other Power Utilities / MSETCL, 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.

Yours faithfully,

Sd/-Executive Engineer EHV Projects Division 1 Pune

Encl:-BOQ

Copy to:

- 1. The Dy. Manager (F&A), EHV Project Division 1, Pune.
- 2. Notice Board

Sub: Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities
---Prohibiting participation of such Firms in MSETCL Tenders

ANNEXURE-G

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

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

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