

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV PCO&M Zone, AMRAVATI.**

T-10 (8th call)

RFx No. 7000035251

2025-26



Tender No. : CE/Zone/Amt/Add/TF/ Karanja + M'pir +Malegaon/ 25-26/T-10 8th call.

For works of : Supply, Erection, Testing and Commissioning towards

- i) Additional 1 x 25 MVA 132/33kV Power T/F at 132kV S/Stn Karanja.
- ii) Additional 1 x 50 MVA 132/33kV Power T/F at 132kV S/Stn Malegaon.
- iii) Additional 1x 25 MVA 132/33kV Power T/F at 132kV S/Stn Mangrulpir under EHV
O&M Division, Akola.

Tender Fee : Rs. 25,000/- + 18% GST (Non-refundable)

Estimated Cost : Rs. 9,06,95,918.50/- (Rs. Nine crore six lakh ninty five thousand nine hundred eighteen and fifty paise only)

EMD : Rs. 9,06,959/- to be paid by On-line only.

Download of Tender documents	Tender Available at
From Date 29.05.2025, 17:00 hrs to Date 12.06.2025, 23:59 hrs.	http://srmetender.mahatransco.in
For submission of Tender	For Opening of Tender
Last Date of submission 12.06.2025, 23:59 hrs.	Technical Bid: Date 13.06.2025, 11:00 hrs, if possible Commercial Bid: Date 13.06.2025, 15:00 hrs, if possible

Address:-

**O/o The Chief Engineer,
MSETCL, EHV PC O&M zone,
"A" Wing, "Prakash Sarita",
220KV S/tn Amravati Campus,
Welcome Point, Morshi Road, Amravati-444603.
Ph No 0721-2669030
E-mail : ceamravati@mahatransco.in
Website:- <http://www.mahatransco.in>**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV PCO&M ZONE AMRAVATI
INDEX

Sr. No	Particular	Page No.	
		From	To
1.	Tender Notice	1	1
2.	Index	2	2
3.	Invitation For Bidding	3	3
4.	Scope of Work	4	4
5.	Instruction to Bidders	5	14
6.	Terms and Conditions of Contract	15	23
7.	Special Condition of the Contract	24	27
8.	Undertaking by bidder	28	28

Note : Schedule for Price ,Specification of Material, separate file attached.

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY
LTD.**

EHV PCO&M Zone, AMRAVATI.

Invitation For Bidding

**TENDER No : CE/Zone/Amt/Add/TF/ Karanja + M'pir +Malegaon/
25-26/T-10 8th call**

Dear Sir/s,

Please offer your lowest rates for the work detailed in the enclosed Schedule of Supply, Erection and Civil. The terms and conditions of the contract may please be studied before submission of the online bid. The online bid is to be submitted not later than 23:59hrs on Dt.12.06.2025. You should submit the 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. The technical bids will be opened on Dt.13.06.2025 at 11:00 hrs if possible.

Intending Bidders or their representatives may join online for the bid opening.

Thanking you,

**Chief Engineer
EHV PCO&M Zone
MSETC Ltd. AMRAVATI**

SCOPE OF WORK

CE/Zone/Amt/Add/TF/ Karanja + M'pir +Malegaon/ 25-26/T-10 8th call

Supply, Erection, Testing and Commissioning of

- i) Additional 1 x 25 MVA 132/33kV Power T/F at 132kV S/Stn Karanja.
- ii) Additional 1 x 50 MVA 132/33kV Power T/F at 132kV S/Stn Malegaon.
- iii) Additional 1x 25 MVA 132/33kV Power T/F at 132kV S/Stn Mangrulpir under EHV O&M Division, Akola.

The detailed scope of work for **Karanja S/S**:

A. Electrical work:-

1. Supply, erection, testing and commissioning of additional 1 x 25MVA, 132 /33kV TF along with HV, LV bays,
2. 132kV PT bay, 33kV PT bay and other allied works along with 132kV & 33kV bus extension

- B. **Civil Works:**
1. Land development.
 2. UCR retaining wall.
 3. Extension of control room for new panel
 4. Foundation for: TF's HV & LV gantry, all equipment and 132kV & 33kV bus extension gantry.
 5. Metal spreading.

The detailed scope of work for **Malegaon S/S**:

☐ **Electrical Works:**

1. Supply, erection, testing & commissioning of additional 1 x 50 MVA, 132 / 33kV T/F along with HV, LV bays and other allied works.
2. Supply, erection, testing & commissioning of additional 33KV Bus section
3. Supply, erection, testing & commissioning of additional of 1 no. of 132KV and 33KV PT Bay
4. 33KV Gantry Extension.

☐ **Civil Works:**

1. Extension of 33kV gantry
2. Foundation for: TF, HV & LV gantry, all equipment and TF plinth
3. Foundation for 132 KV, 33 KV PT and 33 KV Bus section bay
4. Metal spreading

The detailed scope of work for **Mangrulpir S/S**

➤ **Electrical Works:**

1. Supply, erection, testing and commissioning of additional 1 x 25 MVA, 132 /33 kV TF along with HV, LV bays.
2. 132kV Bus extension, 33kV Bus extension with 33kV bus sectionalizer and 1x33kV PT bay.

➤ **Civil Works:**

1. Extension of control room for new panel
2. Foundation for: TF's HV & LV gantry, all equipment and 132kV & 33kV bus extension gantry.
3. 18 Mtr. LM.
4. Metal spreading.

Completion Period : 09 (Nine) months Exc Manson period, from the Date of handing over of first site.

Chief Engineer,
EHV PC (O&M) Zone, AMRAVATI.

INSTRUCTIONS TO THE BIDDER

PAYMENT OF EMD & TENDER FEE:

The payment of Tender fees & EMD can be done online only. Bidder can pay through any Credit Card/Net Banking/Debit Card transfer. The payment confirmation will be done by C.O. You are requested to take a note of this and take further necessary action accordingly

For payment confirmation send complete Tender no/ amount/ transaction id and mode of payment copy directly from vendor to following mail ids:-

- 1) srmadmin@mahatransco.in for Technical/ for Financial issue.

Qualifying Criteria

1.0 Statutory Qualifying criteria

- 1.1 The bidder or his Joint Venture partner should have a valid Electrical Contractor's License issued by the Government of Maharashtra for work of erection / commissioning of EHV equipment.
- 1.2 The lead bidder should be registered under **GST Act**.
- 1.3 GST Returns : The Bidder shall submit the copy of GST returns for the last Financial year from the publishing date of first call of the tender.
- 1.4 The bidder shall submit the copy of PAN card along with bid.
- 1.5 The bidder should be registered under P.F. Act.
- 1.6 The bidder should be registered under Workman Compensation Policy / ESIC registration certificate.
- 1.7 The bidder registered under S.S.I / N.S.I.C/ MSME certificate for the SRM portal shall also pay the EMD in the following cases,
 - i) If S.S.I / N.S.I.C/ MSME certificate do not indicate Material / Service required against this Tender.
 - ii) If Turnover or Manufacturing capacity exceeds the limit indicated in S.S.I / N.S.I.C./ MSME certificate specified by the concerned authority to avail the benefit of E.M.D. exemption.If, required E.M.D. is not paid by the Bidder, the offer is liable for rejection.

Note :- Copies of Certificate should be submitted with bid / offer.

ELIGIBILITY :-

As a augmentation (08) numbers part of risk management ongoing works (i.e. of Transformers/ICTs commissioned Tenders are invited will shall be certified in hand to be submitted Transformers/ICTs of commissioning process, maximum number of Transformers /ICTs awarded/in hand) to one agency shall be limited to Eight (Irrespective of work orders) within MSETCL. The from the last day of month previous to the one in be excluded for this limit. For such Transformers/ICTs, date by EE and above (Undertaking for number of such works in hand to be submitted by bidder).

2.0 Technical Qualifying criteria.

2.1

(A) **If ICT/PTR/Reactor is to be supplied departmentally-** The bidder should have, in last 07 (seven) years, from the last day of month previous to the one in which Tenders are invited, executed and commissioned augmentation work in MSETCL or any power transmission licensee, (as mentioned in clause 2(ii)) , by way of addition or replacement or new ICT/PTR/Reactor substation work on turnkey basis including civil works, supply of equipments (excluding ICT/PTR/Reactor), erection, testing & commissioning of voltage level mentioned in below table:

(B) If ICT/PTR/Reactor is to be supplied by the agency- The bidder should have, in last 07 (seven) years, from the last day of month previous to the one in which Tenders are invited, executed and commissioned augmentation work in MSETCL or any power transmission licensee, (as mentioned in clause 2(ii)) , by way of addition or replacement or new ICT/PTR/Reactor substation work on turnkey basis including civil works, supply of equipments (including ICT/PTR/Reactor), erection, testing & commissioning of voltage level mentioned in below table:

S.N	Tender Voltage level	Required Experience of Minimum Voltage level.
01	132kV	100kV and above.

2.2 Experience of having successfully completed similar works during last seven (07) years from the last day of month previous to the one in which Tenders are invited in any power transmission licensee in India.

a) Four (04) completed work orders as per scope of work as mentioned above costing not less than the amount equal to 20(Twenty) % of the estimated cost;

OR

b) Two (02) completed work orders as per scope of work as mentioned above costing not less than the amount equal to 30 (Thirty) % of the estimated cost.

OR

c) One (01) completed work orders as per scope of work as mentioned above costing not less than the amount equal to 60(Sixty) % of the estimated cost.

2.3 The bidder should submit the "Work Completion Certificate" issued by not below the rank of Executive Engineer or equivalent for successful erection, testing and commissioning of T/Fs /ICTs, indicating commissioning date of the work with detail Work Order Copy. Satisfactory performance certificate of such work in service for not less than one year from the last day of month previous to the one in which Tenders are invited, signed by not below the rank of Executive Engineer or equivalent should be submitted along with the bid.

2.4 Specific Requirement: - The bidder should have skilled and experienced technical staff for execution of Supply, Installation and Commissioning of tendered material with associated equipments and Civil works. The bidder will have to furnish the details of set up (tools, plants, machineries) available with him to execute such type of work as specified in the tender and will have to bring out the same clearly in his offer. (As per Serial no. 7 schedules M & N)

Note :- The Original Colored Scan copies of required documents should be uploaded as bid documents in support of "TECHNICAL QUALIFYING CRITERIA", otherwise the offer will be rejected. The attested / notarized photo copies of the same will not be entertained. Detailed communication address, e-mail ID & contact numbers of end users should be furnished for cross verification. An undertaking (as per enclosed proforma) in support of documents authenticity/validity, duly notarized, shall be submitted physically.

3.0 Financial Qualifying criteria

- 3.1 **EMD:-** EMD in lieu of bid security deposit @1% of estimated cost will have to be paid by the bidder through online mode only.

OR

The bidder will have to furnish Bank Guarantee of any nationalized/scheduled Bank in prescribed format equivalent to 1% of the estimated cost in lieu of bid security deposit payable at Amravati at the time of submission of bid documents with validity of 8 months from the date of opening of techno-commercial bids.

3.2 **Turnover:**

The Bidder should have the Minimum Annual Average Turnover (MAAT) of at **least 40%** of tender estimated cost in the last three years i.e. 36 months. In case of JV, the members of JV shall individually meet the financial criteria as follows:

In case of JV, Lead member shall meet not less than 60% and the other member not less than 40% of the Minimum Annual Average Turnover. Audited balance sheets for the specified last three years duly certified by Chartered Accountant with seal and UDIN only to be submitted.

3.3 **Net-worth:**

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 last financial year, from the last day of month previous to the one in which Tenders are invited, not less than 25% (Twenty Five Percent) value of tender estimated cost. The bidder should submit the statement of Net-Worth duly certified by Chartered Accountant with seal and UDIN.

- 3.4 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.
- 3.5 In case bidder is a holding company, MAAT and the Net worth referred to in clause 3.2 and 3.3 above shall be that of holding company only (i.e. excluding its subsidiary/group companies).
- 3.6 In case bidder is a subsidiary of a holding company, MAAT and Net Worth referred to in clause 3.2 and 3.3 above shall be that of subsidiary company only (i.e. excluding its holding company).
- 3.7 The Bidder should have to submit the audited financial statements i.e. Profit & Loss Account & Balance sheets for last three financial years duly certified by Chartered Accountant with seal and UDIN.
- 3.8 Income Tax Returns: The Bidder shall submit the copy of Income Tax returns for the last three Financial year, from the last day of month previous to the one in which Tenders are invited.
- 3.9 The bidder should note that no deviation in tender conditions will be allowed after bid submission.
- 3.10 Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the owner and may reject the offer without assigning any reason.
- 3.11 The Performance Bank Guarantee for the proper fulfilment of the contract shall be furnished by the Contractor in the prescribed form within stipulated time period of Notice of Award of Contract/Letter of Award. The performance Guarantee shall be as per standard

proforma. This guarantee shall be for an amount equal to 10% (ten percent) of the contract price.

In case of JV, the Lead bidder will have to submit PBG of 06% (Six percent) of the Contract Price and the JV partner will have to submit PBG of 04% (Four percent) of the Contract Price within stipulated time period.

4.0 In Case of Consortium

4.1 The Principal (lead) bidder who desired to bid against this specification may submit the offer jointly with erection contractor / equipment manufacturer by entering into a legally valid agreement subject to fulfilment of following requirements.

- The bid, and in case of a successful bid, the contract Agreement shall be signed so as to be legally binding on both partners.
- Both partners of the consortium shall be jointly and severally liable for execution of the contract in accordance with the contract terms.

4.2 One of the consortium partners should satisfy 100% technical qualifying criteria as mentioned in the qualifying requirements.

4.3 The number of partners in a consortium should not be more than two, including the lead partner.

4.4 The lead partner shall be authorized to be in charge and this authorization shall be evidenced by submitting a duly registered / notarised power of attorney signed jointly by legally authorized signatories of both partners, on a Non Judicial stamp paper issued by Government of Maharashtra.

4.5 A copy of agreement entered into by the consortium partners as specified in specified in enclosed format shall be submitted with the bid.

4.6 The bid documents should have been purchased and submitted by the lead partners only.

5.0 Other Mandatory Documents for Valid Bid.

5.1 Original colour scan copy of duly signed / sealed Annexure A to J & Schedule G.

5.2 Bid Security Deposit (BSD) for an amount equal to 1% (one percent) of the estimated cost of tender should be paid online along with the offer.

Note: 1) All CA certified certificates should have UDIN as per ICAI guidelines. Documents without UDIN are liable for rejection.

2) 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.

3) 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.

Check List

Sr. No.	Name of Document	Bidder must give the following names to the uploaded files <filename>
1	The bidder or his Joint Venture partner should have a valid Electrical Contractor's License issued by the Government of Maharashtra for work of erection / commissioning of EHV equipment.	<1_EC Licenses>
2	The bidder shall submit the copy of PAN card along with bid	<2_pan>
3	The Bidder shall submit the copy of Income Tax returns for the last three Financial year, from the last day of month previous to the one in which Tenders are invited. The Bidder should have to submit the audited financial statements i.e. Profit & Loss Account & Balance sheets for last three financial years duly certified by Chartered Accountant with seal and UDIN	<3_ITR>
4	The lead bidder should be registered under GST Act . GST Returns : The Bidder shall submit the copy of GST returns for the last Financial year from the publishing date of first call of the tender	<4_GST reg>
5	The bidder should be registered under P.F. Act.	<5_PFreg>
6	The bidder should be registered under Workman Compensation Policy / ESIC registration certificate.	<6_Policy>
7	The bidder should have basic infrastructures as per tender QR clause No. 2.0.	<7_Infra>
8	Experience of having successfully completed similar works during last seven (07) years from the last day of month previous to the one in which Tenders are invited in any power transmission licensee in India as per Tender clause No. 2.2 (a) OR 2.2 (b) OR 2.2 (c)	< 8_W.O>
9	Work completion certificate as per TQR clause 2.3 with order copies thereof	<9_Experience>
10	In case bidder is a subsidiary of a holding company, MAAT and Net Worth referred to in clause 3.2 and 3.3 above shall be that of subsidiary company only (i.e. excluding its holding company).	<10_MAAT>
11	List of T&P and Skilled persons for this work.	<11_List of machinery>
12	Proof of payment of Tender fees and EMD	<12_EMD Tender fees>
13	Turnover: The Bidder should have the Minimum Annual Average Turnover (MAAT) of at least 40% of tender estimated cost in the last three years i.e. 36 months. In case of JV, the members of JV shall individually meet the financial criteria as follows: In case of JV, Lead member shall meet not less than 60% and the other member not less than 40% of the Minimum Annual Average Turnover. Audited balance sheets for the specified last three years duly certified by Chartered Accountant with seal and UDIN only to be submitted.	<13_Turnover>

14	Networth :- 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 last financial year, from the last day of month previous to the one in which Tenders are invited, not less than 25% (Twenty Five Percent) value of tender estimated cost. The bidder should submit the statement of Net-Worth duly certified by Chartered Accountant with seal and UDIN.	<14_Net_worth>
15	In case bidder is a holding company, MAAT and the Net worth referred to in clause 3.2 and 3.3 above shall be that of holding company only (i.e. excluding its subsidiary/group companies).	<15MAAT>
16	Schedule A- J, Annexure G & Undertaking on Non judicial stamp paper of Rs.500/-	< 16_ Anx A-J >
17	A written power of attorney authorizing the signatory of the bid to commit on behalf of the bidder, if applicable.	< 17_ Autho >
18	Undertaking towards As a augmentation (08) numbers part of risk management ongoing works to one agency shall be limited to Eight (Irrespective of work orders) within MSETCL.	< 18_ Undertaking >

4.1 **EARTH RESISTANCE:**

Measurement of earth resistance should be submitted along with bill and it should be within permissible limit for 220kV & 132kV level. Earth resistance should be measured in presence of MSETCL representative.

- 4.2 The contractor shall obtain the details of locations and other instructions from the concerned Executive Engineer, EHV O&M Division under this circle for the works to be carried out in his jurisdiction. All the transportation of material from Sub-Division office to the site will be at contractor's side.

5. Financial criteria :

5.1 EMD in lieu of bid security deposit @1% of estimated cost will have to be paid by the bidder through online mode only. Proof regarding payment of E. M. D. and Tender Fee (Scanned copy ONLINE EMD & tender Fees Transaction ID / receipt) should be uploaded in technical bid.

6.0 The bidder has to note that no deviation in tender conditions will be allowed after bid submission and no time shall be given in any circumstances after opening of Techno- Commercial bid for submission of documents which are missing with offer. Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the owner, and may reject the offer without assigning any reason.

B] DISQUALIFICATIONS:

1. Disclosing untrue and / or false information, or withholding information or part of information.
2. Record of poor performance such as unsatisfactory work or abandoning the work etc.
3. Financial shortcomings, or failures in past certificates.
4. Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.
5. Non - payment of requisite EMD.

C] Commercial Bid (Price Bid):

Bidder has to quote the rates at appropriate locations provided. No separate Memorandum of Tender declaration shall be uploaded. The Bidders shall quote the prices inclusive of all duties & taxes in the Prescribed schedule. Bidders quoting a system of pricing other than that will be rejected. The commercial bid will be opened online in respect of those bidders who have submitted required documents/certificates in technical bid as required in satisfactory manner & who are qualified. The bidder not fulfilling qualifying requirements will not be considered for further evaluation and shall be disqualified. If required, the bidder may visit work site prior to bidding. The bidder will be held responsible during uploading the digitally signed tender documents on SRM E-tender website. If any document is found corrupt / tampered while downloading the document i.e. Internet or website problems, then MSETCL will not be responsible for rejection of bid. Thus proper care should be taken while uploading the digitally signed document.

- 6. The tender is invited on an Item Rate Basis. Bidders are requested to Download the BOQ (Bill of Quantities) Excel file(s) from tender documents and submit their offers item-wise for all portions, including Supply, ETC (Erection, Testing, and Commissioning), and Civil works. Bidder must upload the price breakup for each item in provided excel sheet, in the Price Bid Documents Section in the SRM System. The tender will be treated as an Indivisible Composite Works Contract in its entirety.**

7. Additional Instructions for Price Bid Submission:-

The MSETCL tender is invited on an Item Rate Basis. Bidders are requested to submit their offers item-wise for all portions, including Supply, ETC (Erection, Testing, and Commissioning), and Civil works following instructions below-

1. Download the BOQ Excel File:

- Download the BOQ (Bill of Quantities) Excel file(s) for all parts (viz. Supply, ETC & Civil).
- **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.

2. Review the BOQ:

- Carefully review the BOQ. Each item will be listed with a detailed description, quantity, and unit of measurement.

3. Filling the BOQ Excel Sheet:

- Fill in the Ex-Works Price (including Labour Cess) column for each item.
- Ensure that your pricing excludes GST only, as the contract will be evaluated and awarded based on the quoted price exclusive of GST.

4. 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 price fields should be left blank or set to zero. If the price for any item is left blank or set to zero, it will be considered as free to MSETCL, and the bidder must still execute and provide that item.
5. **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. Refer to the sample screenshot attached in the tender documents for guidance.
 6. **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.
 7. **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.
 8. **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.
 9. **Instructions to Refrain from Quoting Imbalanced Rates:**
 - **Balanced Pricing Requirement:** Bidders must ensure that their quoted prices for Supply, ETC, and Civil 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, ETC, and Civil 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.

GENERAL CONDITIONS OF TENDER

1. The competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.
2. **The price variation (PV) clause is not applicable for this tender.**
3. In order to complete the work bidder should have multiple gangs.
4. The comparison of rates quoted by various bidders will be on the basis of overall cost i.e. rates quoted for 100% completion of said work.
5. Right to reject all or any of the tenders without assigning any reasons thereof are reserved by the undersigned.
6. Tender which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.
7. The bidder is expected to visit the site of work and see for himself the site conditions regarding water, labour rates and all other materials affecting the work before submitting the tender.
8. The submission of the online tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
9. The MSETCL, after acceptance of contract will not pay any extra charges for lead or any other reasons, in case the contractor is found later on to have misjudged as available.
10. The contractor must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The contractor shall make his own arrangements for the transport of various material.
11. The rates quoted in the form of words by the bidder shall be taken as correct in case of dispute.
12. The tender documents shall be written legibly and shall be free from eraser, overwriting or conversions of figures correction and where unavoidable shall be made by crossing out, initialling, dating and rewriting.
13. The contract or any part thereof shall not be sublet without the written permission of the Chief Engineer, EHV PC O&M Zone AMRAVATI.
14. The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the tender, shall have the right of rejection all or any of the tender and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tenders.

15. Tender shall remain open for acceptance subject to the provisions of clause (15) above for a period for **four months** from the date on which they are due for submission. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited with the tender.
16. Further information required, if any can be gathered from the office of the Chief Engineer, EHV PC O&M Zone, "A" Wing, "Prakash Sarita", 220KV S/tn Amravati Campus, Welcome Point, Morshi Road, AMRAVATI-444603. However, it must be clearly understood that the tender must be received in order, by the due date and according to the instructions.
17. The technical Documents (Qualifying criteria documents) should be uploaded in Technical Bid & Commercial documents / offer / price Bid should be uploaded separately.
18. For Fast execution of work MSETCL may split the order if required. The decision of splitting the order is at the discretion of The Chief Engineer EHV PC O&M Zone, MSETCL, Amravati.
19. MSETCL will not be responsible for non submission of Bid due to any internet connectivity/server problem.
20. **The nodal officer for the` said project will be the Executive Engineer, Trans(O&M), Divn. Akola.**
21. **Completion period :- 09 (Nine) months Exc Monsoon period** from the date of handing over of First site.
22. The material available in MSETCL Stock will be utilized first for execution of said works & will be mandatory for successful bidder to accept the same.

**Chief Engineer,
EHV PC (O&M) Zone, AMRAVATI.**

TERMS AND CONDITIONS OF CONTRACT

In view of restructuring of MSEB in to four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of Companies Certificate No. U40109MH2005PTC153646 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd." Henceforth, if the words MSEB or Board appears in this tender shall be read as the Maharashtra State Electricity Transmission Co. Ltd.

1. **NAME OF WORK:**

Supply, Erection, Testing and Commissioning towards

- i) Additional 1 x 25 MVA 132/33kV Power T/F at 132kV S/Stn Karanja.
- ii) Additional 1 x 50 MVA 132/33kV Power T/F at 132kV S/Stn Malegaon.
- iii) Additional 1x 25 MVA 132/33kV Power T/F at 132kV S/Stn Mangrulpir under EHV O&M Division, Akola.

The bidder is expected to visit the site and get familiarize with the site and related works.

All personnel / labour, material and T&P are to be arranged by the bidder.

The Executive Engineer of EHV O&M Division, Akola will or his Engineer In-charge whereas Incharge of the substation or deputed by Executive Engineer will be site in Charge for the above works. Outages as and when required will be arranged by the concerned Executive Engineer & Concerned Sub Station Incharge.

2. **RATES:**

The rates should be quoted in Indian Rupee and shall include all the material, T&P, personnel for executing the works and taxes and duties etc. Rates should be all Inclusive. **Conditional offers will be rejected.**

3. **TOOLS PLANTS AND MACHINERY:**

The contractor shall have sufficient and adequate T&P with him. The representative or authorized representative of the owner will verify the workability & availability of T&P owned by contractor. If the inadequacy is observed, contractor should comply all short falls and after written consent of EE/SE, he should start/commence the execution.

Though it is verified by MSETCL officers, it does not mean that owner is responsible to provide shortfall of T&P & machinery to execute the work. It is sole responsibility of contractor to complete the work within stipulated time period. The Contractor shall bring his all constructional tools, plant and machinery for this work. Plant and machinery as are available with the Company may be made available at the discretion of the Superintending Engineer or his representative to the contractor on payment of hire charges as fixed by the Company. Such hire charges will be recoverable from the contractor's bills and shall be charged for the period as stipulated in the anticipated rate. No claim for compensation will be given by the Company for the delay caused to the works by the non-working of any machinery's tools and plants given to the, contractor by the Company. The contractor shall employ skilled mechanics for operation the equipment hired to him by the Company and shall return the equipment in the same running condition as it was when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear.

4. **MAINTENANCE:** The contractor shall give warrantee of his workmanship for a period of twelve months after the date of completion of work certified by the Engineer-in-charge, the contractor shall at his own expense repair, rectify and make good to the satisfaction of the Engineer-in-charge, defects, imperfections, shrinkage's or other faults arising from or out of the use materials or workmanship not in accordance with the contract or failure on the part of the contractor to comply with the provision of contract.
5. **HOUSING AND ACCOMMODATIONS:**
Contractor will make his own arrangement for the housing of his staff and labours.
6. **WORKING HOURS AND OTHER WORKS AT SITE:**
The contractor shall work amicably and co-operate with the Company in case and other work also is being carried out at the site. As such, it may please be noted by the contractor that he has to work without causing any interference or disturbance to the Departmental work or work of the other contractors.
The hours of work for the labour employed by the contractor will be approved by the Engineer-in-charge.
7. **STACKING OF MATERIALS & WATCH and WARD:**
The material shall be stacked at approved places only without obstruction to other work and no extra for leads etc. will be admissible for transport of such material to actual place of use. You will have to take over the site for Work Execution from the concerned SDO/Executive Engineer in Writing. During the execution of work the complete responsibility of the watch & ward of material supplied by the agency / MSETCL will be the responsibility of the Contractor. For any loss due to theft or any other reason, the contractor will have to make good for all the material or pay equivalent amount as per present Market Rate.
8. **VARIATION IN DESIGN AND VARIATION IN QUANTITIES OF WORK:**
The work will be generally carried out in accordance with the drawing and particular specifications and instructions given at site. The concerned Ex. Engineer reserves the right to make any changes in drawing at the places of the work and the contractor is bound to carry out the work accordingly. The concerned Ex. Engineer also reserves right to increase or decrease the quantities of work to be executed or deleted or add any items, part or whole thereof.
9. **SUITABILITY OF TECHNICAL AND SKILLED PERSONNEL:**
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.
10. **DAMAGE OF WORK:**

The works whether fully completed or incomplete, all the materials, machinery plants, tools temporary building, and other things connected there which 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 cost take all precautions reasonably necessary to keep all the aforesaid works, T/F's, materials, machinery, plants, and other things connected therewith, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage, at his own cost.

11. **MSETCL DECISION FINAL:**

If any time question or difference shall arise between the contractor and Engineer-in-charge the decision of C.E. will be final and binding on both parties.

12. **OUTBREAK OF WAR:**

- a. If during the currency of the contract there shall be an outbreak of war, (whether declared or not) which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause, continue to use his best end eavour to complete the execution of the works provided always that the owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving notice in writing to the contractor and upon such notice being given, this contract shall (save as to the rights of the parties under this clause and to the operation of clauses entitled settlement of Dispute-Arbitration) hereof be terminated but without prejudice to the rights of either parties in respect of any antecedent breach thereof, dice to the rights of either parties in respect of any antecedent breach thereof.
- b. If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence, remove from the site all the contractor's equipment and shall give similar facilities to his sub-contractors to do so.
- c. If the contract shall be terminated as aforesaid, the contractor shall be paid by the owner (in so far as such amounts or items shall not have already been covered by on account payment made to the contractor) for all work executed and accepted by the Engineer prior to the date of termination at the rates and prices provided in the contract.
- d. In the event of any dispute in regard to the price of the works and portion of the payment to be made to the contractor, the decision of the Engineer in charge shall be final.
- e. The contractor will be further required to transfer the title and provide the owned with the following detailed works and as directed by the owner.
 - I. Any completed works.
 - II. Such partially completed works including drawings, information's and contract rights as the contractor has specially performed, produced or acquired for the performance of the contract.

13. **FORCE MAJEURE:**

- A. The following causes that substantially affect the performance of the contract shall only be considered as force measure condition
 - i. Natural phenomena including floods, droughts, earthquakes and epidemics.
 - ii. Acts of any government, domestic or foreign including war, declared or undeclared, priorities, quarantines, embargoes.
 - iii. Non availability of Outages required to be provided by MSETCL.

Provided the party affected by the "force majeure" shall within fifteen (15) days from the occurrence of such a case, notify the other party in writing of such cause with sufficient documentary proof.

- B. Notwithstanding any provision under 13A the owner shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of any contract or for any delay in performance thereof in consequence of strikes, shortages combination of labour or workman or lockout, breakdown or accident to machinery or accidents of what so ever nature, failure on the part of the railways to supply, sufficient wagons to carry essential raw materials etc. and furnished produces from the stores etc. These causes shall not be treated as "Force majeure" but subject to the provision and stipulation made in clause of liquidated damages of late delivery.
- C. The Contractor or the owner shall not be liable for delays in performing their respective obligations resulting from any force measure causes as defined above, the date of completion will be extended for the reasonable time by mutual agreement.
- D. In case of damage or destruction of any property or equipments belonging to the contractor due to force majeure causes, the owner shall not be liable for same.
- E. The owner shall have the right to inform the contractor not to slip any part of the equipment due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any extra charge for storage for a reasonable time.

14. **CONTRACTOR LIABLE FOR ALL DAMAGE:**

Compensation for all damage done intentionally or unintentionally by contractors labours, whether in or beyond the limit of MSETCL property shall be estimated by the Engineer-in-charge such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Chief Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation shall on demand failing which the same will be recovered from the contractor as damages or deducted by the Engineer-in-charge from any sums that may be due to or become due from the MSETCL to the contractor under this contractor or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect or precaution to prevent the spread of fire and he shall also pay any damage to cost that may be awarded by the court in consequence.

15. **RECESSION OF CONTRACT AND FORFEITING OF DEPOSIT:**

The contract shall not be assigned or sublet without written approval of the Engineer-in-charge, And, if the contractor shall assign or sublet his contract or attempts, so to do or become insolvent or commence any proceeding to be adjudicated an insolvent or make any compensation with his creditors or attempts

so to do, the Engineer-in-charge, may be notice in writing rescind the contract.

Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents, to any person in the employee of the Board in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may by notice in writing rescind the contract.

In the event of contract being rescinded the Security Deposit of the contract or shall thereupon stand forfeited and be absolutely at the disposal of the Board and the same consequences shall ensure as if the contract had been rescinded under clause 4 hereof

and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

16. **LIQUIDATED DAMAGES**

If the contractor fails to complete all the works within the time frame stipulated as completion period or within any extension of time granted by the owner, the owner shall levy liquidated damages for breach of contract without prejudice to any other rights and/or remedies provided for the contract in case the progress is not to the satisfaction of owner.

The liquidated damages shall be levied at 1/2% (half percent) of the total contract price per week of delay subject to maximum of 10% (ten per cent) of the contract price for the entire scope of work. In case of such maximum delay, the contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor. Amount from RA bill on pro-rata basis will be retained till the retention amount is equal to 10% of the contract value towards delay in completion of works. **In case of such maximum delay, the contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor.**

In the event the contract being divided into sections such as Supply of materials & equipments, Civil and Erection, Testing & Commissioning, the provision for liquidated damages shall be applicable for the total project irrespective of the divisible contract.

17. **DECISION OF CHIEF ENGINEER TO BE FINAL:**

Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Chief Engineer shall be final conclusive and binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

18. **COMPENSATION FOR WORKMEN'S COMPENSATION ACT:**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923, herein after called the said Act for injuries caused to the workmen. If such compensation is paid by the MSETCL, as principal under Sub-section of section 12 of the said act on behalf of the contractor of the said act it shall be recoverable by the MSETCL from the contractor under Sub-section (2) of the said section. Such compensation shall be recovered in the manner or as per MSETCL Rules.

19. **NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:**

No compensation shall be allowed for any delay caused in the starting of the work on account of non availability of Outages and in the case of clearance works, for any delay in according sanction to estimation.

20. **ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:**

Submission of tender or acceptance of work order shall be treated as acceptance of these conditions of the tender by contractor.

21. **INCOME TAX & any Other taxes:**

As per GST Regime.

For 100 % GST payment against tax invoice along with all valid documents submission.

The 45 days period indicated above for payments shall be reckoned from the date of successful clearance of verification of documents such as (a) GST invoice (E-invoice as applicable under GST law) indicating, inter alia description and specification of the goods, quantity, unit price, total value along with copy of GSTR 3B & GSTR 1; (b) Activity completion certificate (ACC) for ETC & MRC for supply of material, (c) Delivery challan, (d) Insurance copy, (e) E-way bill (In case of material supply, (f) Endorsed RR/LR copy, (g) Inspection certificate issued by purchaser's inspector Validity of PBG/ABG, (h) Manufacturer's guarantee certificate and in-house inspection certificate, (i) Packing list; (j) Any other document as and if required in terms of the contract.

For Civil bill - GST invoice (E-invoice as applicable under GST law), Activity completion certificate (ACC), Cement, Steel, Cube Test Reports, Steel purchase receipts, Cement Purchase Receipts, Mix Design details, Royalty payment receipts, certificate for amount of utilization of Electricity and water.

The 10% retention amount will be released in case of completion of full awarded scope of LoA / Work Order of Turnkey Contracts of Substation works, which cannot be commissioned due the reasons beyond the scope of the agency. The Commissioning certificate should be issued by Executive Engineer and above.

In such cases, the validity of Performance Bank Guarantee (PBG) shall be considered from the date of actual commissioning of substation on rated voltage or fully commissioned as per scope. Consent for the same shall be taken from agency before release of the retention.

While releasing the 10% retention against commissioning, the retention amount kept against the Liquidated Damages (LD) will be ensured until the finalization of TLE proposal.

Additional points to be considered:

1. The vendor shall mention GST Registration status i.e. registered, unregistered on in composition scheme.
2. In case of shortage or rejection of material, the vendor shall submit credit Note to MSETCL as per GST Act.
3. In case of failure of vendor to remit the tax amount to GST Department within stipulated time, the same shall recovered from vendor.
4. The vendor shall submit the tax invoice pertaining to the same month to MSETCL. In case of vendor billing from different GST number (Other than registered in MSETCL) prior intimation to MSETCL should be given for creation of new P.O. in billing GST number.
5. Incorporate the interest on delay payment clause as per GoM GR No Tender-2923/Case No-1/Expenditure dated 06.06.2023 circulated by Dir(Fin.) No. 610 dtd. 09.06.2023

22. INSURANCE:

The contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amount to protect his interests and the interest of the Owner, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the contractor.

The contractor 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 contractor.

23. **INDEMNIFICATION OF OWNER:**

The contractor shall insure all his personnel, Tools and plants etc. and shall also take a third party liability cover to indemnify the Owner of all liabilities which may come up due to any act or omission on the part of contractor and cause harm/damage to other contractor / representatives of Owner or all or anybody rendering service to the Owner or is connected with Owner's work in any manner whatsoever. The contractor shall necessarily indemnify the Owner in all these respects and the indemnifications and insurance policy shall be to the approval of Engineer.

The recommended values for the third party insurance policy to be taken by the contractor are as bellows:

- | | |
|---|--------------|
| a) Maximum liability for injury to any person | 3,00,000.00 |
| b) Maximum liability for any one accident | 6,00,000.00 |
| c) Maximum liability for total number of | 30,00,000.00 |

Accidents during the contract period

If the total liability excess Rs. 30.00 Lakhs prior to completion of the work then the contractor shall arrange to renew the policy for the same amount to cover the balance completion period. However irrespective of the value of the policy, the contractor shall indemnify the Owner for all liabilities.

24. **ARBITRATION 1.** The matters to be determined by the Chief Engineer:

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 the C.E. and the C.E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

(i) Demand for Arbitration:

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSETCL of any certificate to which the contractor may claim to be entitled to, or if the C.E. fails to make a decision (within 120 days) then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

(ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.

- (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSETCL.
- (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal,
- (c) The Company shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

(iii) No new claim shall be added during the proceeding by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

- (iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Board, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Board shall be discharged and released of all liabilities under the contract in respect of these claims.

2. Obligation during tendency of Arbitration:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Board shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

- i. In cases where total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the MSETCL or serving or retired officer of the Board/Government not below the grade of C.E. or equivalent nominated by the Chairman of the Board in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Company.
- ii. In case the value of the claim exceeds Rs. 1,00,00,000/- (Rupees one Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSETCL/Govt. not below the grade of C.E./C.A.O. as the Arbitrators. For this purpose, the Board will send a panel of more than 3 names of arbitrators of one or more department of the MSETCL/Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The Chairman shall appoint atleast one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- iii. If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/officer or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the chairman shall appoint new arbitrator/s to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- iv. The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- v. While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had as opportunity to deal with the matter to which the contract relates or who in the course of his/their duties as Boards servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

- vi. Arbitral award shall state item wise, the sum and reasons upon which it is based.
 - vii. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.
 - viii. A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented on the arbitral proceedings, but omitted from the arbitral award.
 - ix. In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.
 - x. Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
 - xi. The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Board from time to time. Provided that the fees payable per arbitrator for claims upto Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25000/and the fees payable per arbitrator for claims over Rs. one Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of 50,000/-. Provided further that the arbitrators who are in service of Govt. /MSETCL shall draw fees at half of the rates mentioned above.
 - xii. Board shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the list as per his discretion.
 - xiii. The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
 - xiv. Subject to the provisions as aforesaid, Arbitration & Conciliation Act. 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.
25. JURISDICTION:
All the disputes arising out of this contract shall have exclusive jurisdiction of court in AMRAVATI.
26. The undersign has all reserved rights to cancel the tender at any time.
27. Validity of the offer should be for a period of 6 moths from the due date of submission of Techno-Commercial Bid.

Chief Engineer,
EHV PC (O&M) Zone, AMRAVATI.

Certified that the booklet TENDER AND CONTRACT FOR WORKS has been read by me/us and I/we abide with all terms and conditions stated therein.

SIGNATURE & SEAL OF BIDDER

Special Terms And Conditions

These special conditions of contract, supplement the instructions to bidder and the General Conditions of contract as applicable to works contract document, where in provisions of these special conditions are at variance with the General Conditions of contract those conditions shall prevail.

1. **SIGNING OF CONTRACT:** Within 7 days from the date of the receipt of this work order or the letter of intent, the contractor shall enter into an agreement with the MSETCL, in the Company's standard proforma using stamp value in accordance with the clause no. 63 of the Bombay Stamp Act (Amendment) 2006. Until the agreement is executed, the Company will not be liable to pay, nor shall the contractor be entitled to claim amount due or payable under the contract. The necessary stamp paper, etc charges for the agreement shall be borne by the contractor.
2. **PERFORMANCE SECURITY DEPOSIT:** The Performance security for the proper fulfilment of the contract shall be furnished by the Contractor (In case of JV, the performance security deposit shall be provided by both partners in proportion of 60% for lead partner and 40% for JV Partner in the project) in the prescribed form within 14 (fourteen) days of Notice of Award of Contract/Letter of Award. Performance security may be furnished in the form of account payee demand draft, fixed deposit receipt from a Schedule bank, bank guarantee issued/confirmed from any of the Schedule bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects. This guarantee shall be for an amount equal to 10% (ten percent) of the contract price subject to that stated in 6.9 below. BG should be payable at respective office as per directives of Tender floating officer.
BG may be ensured as per format enclosed. Further, if PBG is submitted in the form of bank guarantee, proof of stamp duty paid as per Maharashtra Stamp act 2015 (Circular No. MSETCL/Director (Finance)/04567 Dtd. 30.04.2016) should be attached.

In the case of increase in contract value, the contractor shall within 14 (fourteen) days from the date of amendment letter, indicating increase in contract value, submit the Performance security equivalent to 10% (ten percent) of the value of increase in contract value, valid for period as indicated in tender.

For the offers received below the estimated cost of tender, the amount of Performance Bank Guarantee shall be applicable as under.

Table for Sr.no.6.8					
Sr.no.	Offer Received	SD Works including Supply	ASD for Offer upto 10% below	ASD for Offer between 10% to 15% below	ASD for Offer below 15% or more
1	At Par or Above	10%	--		
2	Up to 10% Below	10%	01%		
3	between 10% to 15% below	10%	01%	01% for every 01% or part thereof more than 10%	
4	below 15% or more	10%	01%	05%	02% for every 01% or part thereof more than 15%

3. **REFUND OF SECURITY DEPOSIT:** The performance Security Deposit will be refunded after satisfactory completion of guarantee period.

4. **EXECUTION OF THE WORK:** Immediately after receipt of the LOI /work order, the contractor shall take prompt action in planning the work in consultation with the Engineer in charge. He should also take steps for timely procurement of the necessary material and tools and plant. The programme should be finalized quickly and the Executive Engineer concerned should be approached to make the structures/equipment safe for works wherever necessary, at least two weeks in advance. Having finalized the programme, the schedule shall be strictly adhered to. The Site handing over should be recorded. The work should be carried out to the full satisfaction of Executive Engineer.
5. **SUPERVISION OF THE WORKS:** The works shall be under the overall supervision of the concerned Executive Engineer, or his designated representative not below the rank of Dy. Ex. Engr. The contractor shall obtain a certificate from the Executive Engineer for having executed the works satisfactorily.
6. **Dispatch Instruction:** The Tenderer will have to supply the above material to the 132kV Karanja & 132kV Mangrulpir S/Stn & 132kV Malegaon S/S resp. The consignee for the supplied material is concerned Executive Engineer, MSETCL, EHV O&M Dn. Akola or their designated representative.
7. **Pre-dispatch Inspection:**
The Superintending Engineer, EHV O&M Circle, Akola or his representative not below the rank of Addl. Executive Engineer will inspect and witness the routine tests at manufacturer's works site prior to dispatch. The material supplied should strictly be as approved by them. The communication in this regard should be made on mail ID se1200@mahatransco.in
8. **Period of Work:** The duration of this contract shall be **six months** from handing over of first site, including Monsoon period. The site In-charge shall intimate the contractor regarding marking of layout or survey of line / location and availability of materials. The delay in above completion period for each activity shall be considered if execution of work is delayed on account of any of the following reasons:-
 - a. Delay due to handing over of site.
 - b. Delay due to unforeseen problems.
 - c. The completion period shall be proportionately extended for such delays on production of documentary evidence, if approved by Competent Authority.
9. **Payment:** Payment will be done by respective Circle on receipt of bill duly certified from Sub Station Incharge, Division office and after due audit.
10. **The concerned Executive Engineer, please note that, before execution of the work, Bar chart should be taken from agency for said work.**

PAYMENT SCHEDULE

- a. **a) For Supply of materials/ equipment**
 - (i) 80% of the cost of supply of materials/equipment shall be payable within 45 days against receipt of material on site after submission of BG and entering into contract agreement.
 - (ii) 10% of the cost of supply of materials/equipment shall be payable within 45 days against successful erection.
 - (iii) The balance 10% of the cost of supply of materials/equipment shall be paid within 45 days upon successful commissioning and finalization of levy of liquidated damages.
- b. **b) For Services (Erection ,Testing and commissioning)**
 - i) 90% of the Charges towards erection portion completed shall be paid within 45 days from the date of completion, on those works.
 - ii) Balance 10% of Erection charges (for the completed works) shall be paid within 45 days after successful commissioning of the works.

All payment due to the Contractor shall be paid only by "Account Payee Cheques".

The contractor will have to submit Final/R.A. Bill to Sub Station office for all the work executed in the previous month. Final/R.A. bill will be released depending upon the funds availability in reasonable period as per terms and conditions of the contract.

Remaining 10% thus with held under R.A. Bill be released at the discretion of the Engineer in-charge of work but only after all works are completed and all finishing items, repairs and rectifications are completed in full and works sites are cleared off all construction material, surplus debris & Employees land on which contractors labour colony, store shed, office shed etc. constructed are cleared, vacated & handed back to the employers in original conditions, all to the entire satisfaction of Executive Engineer in-charge. No claims for payment of interest/damage etc. for any delay in the payment shall be considered or payable by the company. The bank charges for realisation of Cheque shall be borne by you. **The contractor shall be directly responsible for payment of wages to his workmen as per applicable rules.**

11. Liquidated Damages :- In case of material are not delivered in stipulated period or works are not completed as scheduled, you will be liable to pay at the discretion of the competent authority a the sum equal to 0.5% of the contract value per week subject to a maximum of **ten percent** of work order value as liquidated damages.
12. **Guarantee:-** Tenderer will have to supply the material as per specification provided in the tender document from approved MSETCL Vendors and the supplied material should be defect free. If supplied material found to be defective, same should be replaced free of cost by the Tenderer. The material supplied should be guaranteed for **2 years from the date of commissioning** and entire workmanship of said **work/ETC** should be guaranteed for **One year** from the date of commissioning of T/F . The guarantee certificate should be submitted along with the bill.
13. Technical skilled persons:- The contractor shall depute skilled workman for each class of work.
14. Precaution:- All equipments line & bus are in charged condition. The contractor should take all precautions at his own cost until handing over the site to the Company MSETCL.
15. Insurance:- The contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and interests of the MSETCL, against all risks. Any loss or damage to the equipment during supply, handling, storage and erection till such time the site is taken over by MSETCL shall be to the account of the contractor.
16. Crossing of Contract Value:- The Contractor will have to watch & ensure that, the total value of work carried out by him does not exceed the contract value. If the work/Value of contract is likely to be exceeded, the same should be brought to the notice of undersigned in writing. In such case he is not permitted to do the work without permission of undersigned.
17. Jurisdiction of Court:- For Dispute, yielding court case if any arises jurisdiction of court shall be AMRAVATI.
18. 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, shut down etc. The Board shall not pay any compensation/Damage to the contractor towards item like 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 Executive Engineer.
19. The Contractor should always Keep & Maintain First Aid Box for this work as safety measure.

20. The contract is governed by the MSETCL's general condition of contract.
21. Accident:- If any accident occurs to your labourers skilled or unskilled compensation if any is to be paid by you only. The contractor at his own cost will arrange the workmen's Compensation Insurance that shall protect the contractor against all claims applicable under Workmen's Compensation Act 1948 or any amendment thereof and also claims for injury, disability, disease or death of his or his sub-contractor's employees which for any reasons are not covered in the workmen's compensation act 1948. The liabilities shall not be less than the workmen's compensation as per statutory provisions.
22. Quality of Material:- You will be responsible for quality of work & workmanship. The material used to be strictly as per specification.
23. Inspection by our representative:- The concerned Executive Engineer of Engineer In-charge will be free to visit the contractors work as & when required at any time.
24. Quality of Work:- Joint minutes of meeting shall be made by representative of bidder with Engineer In-charge at site to ensure the quality of the work done by bidder.
25. Shutdown as & when required & if possible will be arranged by the concerned Engineer In-charge. Concerned Engineer In-charge will intimate to Bidder at least 15 days in advance the program of shutdown/outage of line for mobilizing bidder's engineer & manpower.
26. Agreement:- The agency has to make agreement at the O/o The Superintending Engineer Trans (O&M), Circle, Akola on non-judicial bond duty of value about as per formula
Bond duty required=Rs. 500+100x(order value-10lakh)/1lakh.
27. The right to add/ alter/ modify/ delete any of the conditions of this order are reserved by the undersigned.

**CHIEF ENGINEER
EHV PC O&M ZONE, AMRAVATI.**

UNDERTAKING OF CONTRACTOR

To,
The Chief Engineer,
EHV PC (O&M) Zone,
MSETCL, AMRAVATI.

Dear Sir,

Having Examined the specification of tender No. **CE/Zone/Amt/Add/TF/ Karanja + M'pir +Malegaon/ 25-26/T-10 8th call** together with the accompanying Annexures, the general conditions of the contract and the instructions of the tender applicable to MSETCL's work / supply contract there in referred to I / we hereby offer to carry out supply/ works described in the tender documents and the said specifications and schedule at the rate entered in the Annexure.

I/We hereby guarantee the performance of our supplies / work in full confirming to your specification and instruction. The particulars entered in the Annexures attached with tender document and in accordance with the conditions of contract applicable for MSETCL's contract.

Signature & Seal of the Contractor.

Address of the contractor