

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.  
EHV PC O&M Zone, Karad.**

**T-04**

**2017-18**

**Tender No.** : CE/EHV PC O&M ZONE/KRD/Tech/Re-E-tender-T-04/2017-18  
(Second Call) RFx No. 7000007682

**For works of** : Supply of Equipments/Material, Erection, Testing and Commissioning  
including Civil works for additional 25 MVA, 132/33 kV T/F under  
Augmentation scheme at 132 KV Wai S/stn. under EHV O&M Dn.,  
Karad on TURN- KEY basis.

**Tender Fee** : Rs. 5,250/- (5,000 + 5% GST) (Non-refundable)

**Estimated Cost** : Rs. 150.23 Lakhs (Including all taxes)

**EMD** : Rs. 1,50,230/- to be paid On-line only.

Download of Tender documents	Tender Available at
From Date 16.02.2018, 15:00 hrs to Date 18.03.2018, 15.00 hrs.	<a href="http://srmetender.mahatransco.in/r">http://srmetender.mahatransco.in/r</a>
For submission of Tender	For Opening of Tender
Last Date of submission 18.03.2018, 15:00 hrs.	<b>Technical Bid:</b> Date 19.03.2018, 12:30 hrs, if possible <b>Commercial Bid:</b> Date 21.03.2018, 12:30 hrs, if possible

**Address:-**

Office of the Chief Engineer  
EHV PC O&M Zone, MSETCL  
At:- Vijaynagar, Post :- Supane,  
Tal :- Karad Dist:- Satara - 415114

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.  
EHV PC O&M ZONE KARAD**

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**Note :** Schedule for Price and Specification of Material, the separate file is attached.

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**

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

**Invitation For Bidding**

**TENDER NO : CE/EHV PC O&M ZONE/KRD/Tech/Re-E-tender-T-04/2017-18 (Second Call)**

Dear Sir/s,

Please offer your lowest rates for the work detailed in the enclosed Schedule for Supply of Equipments/Material, Erection, Testing and Commissioning including Civil works for additional 25 MVA, 132/33 kV T/F under Augmentation scheme at 132 KV Wai S/stn. under EHV O&M Dn., Karad on TURN- KEY basis. 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 15:00 Hrs. On Dtd.18.03.2018. 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 Dtd.19.03.2018 at 12:30 Hrs. if possible.

Intending Bidders or their representatives may view bidder's technical evaluation sheet online on SRM portal within 10 days from the opening of technical bid.

Thanking you,

**Chief Engineer  
EHV PC O&M Zone, Karad**

## **SCOPE OF WORK**

### **CE/EHV PC O&M ZONE/KRD/Tech/Re-E-tender-T-04/2017-18 (Second Call)**

Supply of Equipments/Material, Erection, Testing and Commissioning including Civil works for additional 25 MVA, 132/33 kV T/F under Augmentation scheme at 132 KV Wai S/stn. under EHV O&M Dn., Karad on TURN- KEY basis as per Schedule for Supply & Erection (Power T/F will be provided by MSETCL).

The detailed scope of work is briefed as below:

- A. Erection, Testing and commissioning of 1x25 MVA, 132/33 kV T/F along with HV/LV bay and its allied equipments.
- B. Supply of all equipments except T/F.
- C. Assembly, erection, filtration, testing and commissioning of T/F.
- D. Erection, testing and commissioning of all equipments.
- E. Cabling, Earthing, Jumpering etc. and all allied works.
- F. Civil works.

**Completion Period : 06 Months** from the Date of work order.

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

## INSTRUCTIONS TO THE BIDDERS & TQR

### PAYMENT OF EMD & TENDER FEE:

The payment of Tender fees and EMD should be done by the bidder 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 id:-  
sradmin@mahatransco.in for Technical/ for financial issue.

### **Qualifying Criteria**

Sr. No.	Qualifying Requirements for Bidder		
1	ELIGIBILITY		
i)	As a part of risk management process, maximum number of T/Fs and ICTs Augmentation works awarded/in hand to one agency shall be limited to four (04) only within zone. However, the Risk & Cost works and augmentation works having progress more than 75% (Total Civil + Electrical) will not be counted. Further, augmentation works completed above 75% should not be stuck-up projects.		
ii)	Performance Bank Guarantee will be double for more than two (02) augmentation works. Augmentation works having progress more than 75% (Total Civil + Electrical) will not be counted.		
2	STATUTORY QUALIFYING CRITERIA Statutory Licenses/Registration.		
i)	The bidder or his associate should have a valid Govt. Electrical Contractor's License.		
ii)	The <b>lead</b> bidder should be registered under  Maharashtra Value Added Tax (MVAT) Act or Central Sales Tax Act and Service Tax Act under GOI as well as for other various taxes in force such as <b>GST</b> .  The bidder should have returns of all above said taxes for preceding 3 financial years.		
iii)	The <b>lead</b> bidder should be registered under P.F. Act.		
Note	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.		
3	TECHNICAL QUALIFYING CRITERIA		
i)	The bidder should have, in last 3 years executed and commissioned minimum one no. of augmentation work by way of addition or replacement/substation work on <b>turnkey</b> basis including civil works, supply of equipments, erection, testing & commissioning of voltage level mentioned as below.		
	Sr. No	Tender Voltage Level	Required Experience of minimum Voltage Level
	1	765 KV	400 KV
	2	400 KV	220 KV
	3	220 KV	132/110/100 KV
	4	132/110/100 KV	a) 66/33 T/F or 66/11 T/F (25 MVA/ 16MVA) OR b) Erection & commissioning of at least 2 nos. of 33-22/11 kV S/s
ii)	Combination of individual experience of construction of EHV T/F bay/ICT bay/Reactor bay /Capacitor bay/ EHV Line bay along with supply of the equipments <b>AND</b> erection, testing & commissioning of EHV T/Fs / ICTs/ Reactors will also be considered as per above mentioned voltage.		
iii)	The bidder should submit the user's certificate for successful erection, testing &		

	commissioning of T/Fs/ ICTs, indicating commissioning date of the work with details work order copy. <b>Note:</b> The T/Fs /ICTs commissioned on turnkey basis with owner's supply of T/Fs / ICTs will also be considered as bidder's experience, provided rest of material for the augmentation works are supplied by the bidder with its erection and allied civil works.
<b>Note</b>	The original colored scan copy should be uploaded as bid documents in support of Technical Qualifying Criteria. The Attested/Notarized photocopies of the same will not be entertained. Detailed communication address, e-mail ID & contact numbers of end users should be furnished for cross verification.
<b>4</b>	<b>FINANCIAL QUALIFYING CRITERIA</b>
i)	The average annual turnover of the bidder during last three financial years should be not below than 60% of estimated cost.
ii)	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) values 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.
<b>Note</b>	<ol style="list-style-type: none"> <li>1. The original colored scan copy should be uploaded as bid documents in support of Financial Qualifying Criteria. The Attested/Notarized photocopies of the same will not be entertained.</li> <li>2. The duly audited, verified &amp; certified figure from Chartered Accountant will be considered for Annual Turnover &amp; Net Worth. The provisional certificates (if any) will not be entertained.</li> </ol>
<b>5</b>	<b>IN CASE OF CONSORTIUM ( Not more than 2 partners including lead partner)</b>
i)	<p>The principal (lead) bidder who desire who desires to bid against this specification this specification may submit the offer jointly with erection contractor/equipment manufacturer by entering into a legally valid agreement subject to fulfillment of following requirements.</p> <ul style="list-style-type: none"> <li>▪ The bid, and in case of successful bid, the Contract Agreement shall be signed so as to be legally binding on both partners.</li> <li>▪ Both partners of consortium shall be jointly and severally liable for execution of the contract in accordance with the contract terms.</li> </ul>
ii)	One of the consortium partners should satisfy 100% technical qualifying criteria at 3.0 and subject to fulfillment of remaining qualifying criteria jointly by both the partners.
iii)	The numbers of partners in a consortium should not be more than two, including the lead partner.
iv)	The lead partner shall be authorized to be in charge and this authorization shall be evidence by submitting a duly registered/notarized power of attorney signed jointly by legally authorized signatories of both partners.
v)	A copy of agreement entered into by the consortium partners as specified in Schedule 'G' shall be submitted with the bid.
vi)	The bid document should have been purchased and submitted by the Lead Partner only.
<b>6</b>	<b>OTHER MANDATORY DOCUMENTS FOR VALID BID</b>
i)	Original colored scan copy of duly signed/sealed schedules A to J.
ii)	Bid Security Deposit (BSD) for an amount equal to 1% (one percent) of the estimated cost of tender in the form of bank Guarantee from Scheduled/Nationalized Bank in the prescribed format annexed in the tender specification as schedule 'F', along with the offer. The validate of Bank Guarantee should at least be for six (6) months from the originally scheduled date of techno-commercial bid opening.
<b>7</b>	The owner reserves the right to accept/reject the Bid.

**Chief Engineer**  
**EHV PC O&M Zone, Karad**

### Check List

Sr. No.	Name of Document	Bidder must give the following names to the uploaded files <filename>
1	The information regarding No. of T/Fs and ICTs augmentation works if awarded/in hand under Karad Zone with progress report in following format. a. Name of office under Karad Zone b. Work order No. c. Order amount d. Progress in % (Civil + Electrical)	<1_ELIG>
2	Valid Govt. Electrical Contractor's Licenses for the work of erection/commissioning of EHV equipments.	<2_ EC Licenses >
3	IT PAN Card	<3_ PAN>
4	Income Tax Return ITR (last three Financial Years ; 2014-15, 2015-16, 2016-17)	<4_ ITR>
5	GST Registration Certificate & returns of MVAT/CST & Service Tax for F.Y. 2014-15, 2015-16, 2016-17.	<5_GST reg>
6	P.F. Registration Certificate	<6_PFreg>
7	Experience as per QR clause 3(i, ii & iii) with documents mentioned in the <b>Note</b>	<7_Experience>
8	SSI Certificate. If you are exempted for EMD, SSI Certificate applicable to work under subjected tender should be submitted. If SSI Certificate is for different work/supply then vendor should pay EMD invariably.	<8_SSI>
9	The bidder's minimum average annual turnover for the last 3 years (2014-15, 2015-16, 2016-17) shall not be less than 60 % of the estimated cost. CA's Certificate shall be submitted towards the same as per <b>Note</b> in TQR 4.	<9_Turnover>
10	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% of total estimated cost of the works. The bidder should submit the statement of Net worth duly certified by Chartered Accountant for the last financial year as per <b>Note</b> in TQR 4.	<10_Net_worth>
11	In case of CONSORTIUM documents as per TQR 5 (i to vi)	<11_ CONS. >
12	Original colored scan copy of duly signed Schedules A to J as per TQR 6 (i)	<12_ Sch. A to J >
13	If Bid Security deposit as per TQR 6 (ii), if applicable, upload the required documents i.e. original B.G. as per TQR. For this requisite changes in vendor registration should be got done by respective bidder from C.O.	<13_ BSD >

**A] 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.

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] Commercial Bid (Price Bid):**

Bidder has to quote the rates as direct input in SRM items. No separate Memorandum of Tender declaration shall be uploaded. The Bidders shall quote the prices inclusive of all duties & taxes in the SRM items. The ex works rates should be purely exclusive of taxes. The taxes which are applicable should be quoted in tax field in SRM. If tax bifurcation in SRM item conditions is not given, such offers will not be considered for price comparison. Bidders quoting a system of pricing other than that required 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.

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



## **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 Karad
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 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, Karad- 415114. But, 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 Chief Engineer EHV PC O&M Zone, MSETCL, Karad.
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 work will be the Executive Engineer, EHV O&M, Dn. Karad.**
21. **Completion period :- 06 (six) months** from the date of work order.
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, Karad.**

## 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 of Equipments/Material, Erection, Testing and Commissioning including Civil works for additional 25 MVA, 132/33 kV T/F under Augmentation scheme at 132 KV Wai S/stn. under EHV O&M Dn., Karad on TURN- KEY basis. **The bidder is expected to visit the site and get familiarize with the site.** All personnel / labour, material and T&P are to be arranged by the bidder.

The Executive Engineer of EHV Project Division, Kolhapur 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 Executive Engineer, EHV O&M Division Karad & Concern 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/WARRANTY:**

Contractor will have to supply the material as per specification provided in the tender document and the supplied material should be defect free. If supplied material found to be defective, same should be replaced free of cost. 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.

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 concern 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 concern 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 endeavour 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 contract 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:**

Income tax at source as per prevailing rates & WCT as per rules or at the rate-amended from time to time will be deducted from your bill in accordance with the provision of clause 194 (c) of Income Tax Act 1961 and to that effect a certificate will be issued to the contractor.

22. **GST:**

The contractor shall be registered under section 69 of Finance Act 1954 issued by the Central Excise Authority. The contractor shall pay GST as per the provisions of the Act. Payment of GST if any against this contract is liability of the contractor and MSETCL shall not be responsible for any evasion/ non-payment of such tax.

23. **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.

24. **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.

25. **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 at least 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 itemwise, 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.

26. **JURISDICTION:**

All the disputes arising out of this contract shall have exclusive jurisdiction of court in Karad.

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

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:** Within 7 days from the receipt of the letter of intent or work order, the contractor shall furnish a performance guarantee deposit amounting to **10% of the contract value** by bank guarantee of a Nationalised / scheduled bank.
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 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 Executive Engineer, EHV Project Division, Kolhapur 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 132 KV Wai S/stn. The consignee for the supplied material is Executive Engineer, MSETCL, EHV O&M Division, Karad or his designated representative.
7. **Pre-dispatch Inspection:**  
The Superintending Engineer, EHV O&M Circle, Karad 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 [se3100@mahatransco.in](mailto:se3100@mahatransco.in).
8. **Period of Work:** The duration of this contract shall be **Six Months** effective from the date of work order or letter of intent whichever is earlier. 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 by supervising authority, Division office and after due audit.

## PAYMENT SCHEDULE

### a. For Supply of materials/ equipment

- (i) 60% 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) 30% 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. 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.
- iii) Payment against supply of material and services will be paid by EHV O&M Circle, Karad.

### c. For Civil Works:-

- i) 90% of the Charges towards Civil portion completed shall be paid within 45 days from the date of completion, on those works.
- ii) Balance 10% of Civil charges (for the completed works) shall be paid within 45 days after successful commissioning of the works.
- iii) Payment against Civil works will be paid by EHV CCCM, Kolhapur.

All payment due to the Contractor shall be paid only through "NEFT/RTGS" on contractors bank account.

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.**

10. **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.
11. **Guarantee:-** Tenderer will have to supply the material as per specification provided in the tender document 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.
12. **Technical skilled persons:-** The contractor shall depute skilled workman for each class of work.
13. **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.

14. **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.
15. **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.
16. **Jurisdiction of Court:-** For Dispute, yielding court case if any arises jurisdiction of court shall be KARAD.
17. **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.
18. The Contractor should always Keep & Maintain First Aid Box for this work as safety measure.
19. The contract is Governed by the MSETCL's general condition of contract.
20. **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.
21. **Quality of Material:-** You will be responsible for quality of work & workmanship. The material used to be strictly as per specification.
22. **Inspection by our representative:-** The concerned Executive Engineer or Engineer In-charge will be free to visit the contractors work as & when required at any time.
23. **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.
24. 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.
25. **Agreement:-** The agency with whom order will placed require to make agreement with the undersigned on non-judicial bond. The value of the bond as per following formula:-  
Rs. 500/- up to Rs. 10.00 Lakhs contract value+ Rs. 100/- for each Lakh more than 10.00 Lakhs contract value.
26. The right to add/ alter/ modify/ delete any of the conditions of this tender are reserved by the undersigned.
27. The undersigned reserves the right to cancel the tender at any time without assigning any reason.

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

## UNDERTAKING OF CONTRACTOR

To,  
The Chief Engineer,  
EHV PC O&M Zone,  
MSETCL, KARAD.

Dear Sir,

Having Examined the specification of tender No. **CE/EHV PC O&M ZONE/KRD/Tech/Re-E-tender-T-04/2017-18 (Second 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

## SCHEDULE 'A'

### DEVIATION FROM SPECIFICATION

All the deviations from this specification shall be set out by the tendered, clause by clause in this schedule. Unless specifically mentioned in this schedule the tender shall be deemed to conform to the specification.

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Sr.	: Part/Section	: Details of	: Justification/
No.	: Clause No.	: deviation	: Reasons

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Signature of the Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Authorized Common  
Rubber Stamp/Seal of  
The Bidder : \_\_\_\_\_



## SCHEDULE 'B'

Tender Specification No. :

Name of Project: :

Name of Bidder & Address :

### DETAILS OF WORKS EXECUTED

The following is the list of orders executed by us, the details of which are furnished in support of Qualifying Requirement.

Sr. No.	Customer : and date	Order ref. : Value	Order : S/S with	Name of : Starting	Date of : Comp-	Date of : Commi-	Date of : ssioning
Re-mar-ks		(Rs. : Voltage	Work	letion	ssioning		
		Lakhs) :	rating	:	:	:	:
		:	:	:	:	:	:
		:	:	:	:	:	:

NOTE: 1) Copies of User's certificate to be enclosed in support of above details.

Signature of the Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Authorized Common  
Rubber Stamp/Seal of  
The Bidder : \_\_\_\_\_

### SCHEDULE 'C'

Tender Specification No.

Name of Project:

Name of Bidder & Address:

#### DETAILS OF ANNUAL TURNOVER FOR LAST THREE YEARS IN TRANSMISSION SECTOR

Sr. No.	Financial year (Specify)	Annual Turnover (in Rs. Lakhs)
1		
2		
3		

Average Annual Turnover for last three financial years: Rs.....Lakhs.

NOTE: The above details should be duly certified by the Chartered Accountant.

Signature of the Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Authorized Common  
Rubber Stamp/Seal of  
The Bidder : \_\_\_\_\_

## SCHEDULE 'D'

Tender Specification No.

Name of Project:

Name of Bidder & Address:

### DETAILS OF NET WORTH

Sr. No.	Financial Year	Equity Capital *	Reserves *	Revaluation Reserves *	Intangible assets *	Misc. Exp. to the extent not written off & carry forward losses *	Net Worth *
1							

(\* All the figures are in Rs. lakhs.)

NOTE: 1) The above details should be duly certified by the Chartered Accountant.

2) Details of comfort letter from a Nationalized Bank / Scheduled Bank

a) Name of a Bank with address & telephone /fax no. :

b) Amount for which the Bank agrees to provide adequate cash flow. :

c) Letter from a Bank is Enclosed Yes / No.

Signature of the Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Authorized Common  
Rubber Stamp/Seal of  
The Bidder : \_\_\_\_\_

**SCHEDULE 'E'**  
**PERFORMANCE SECURITY FORM**  
**(PERFORMANCE GUARANTEE IN LIEU OF SECURITY DEPOSIT)**  
(To be Stamped in accordance with Stamp Act)

The Bank of .....(Name & Address) hereby agree unequivocally and unconditionally to pay, at Mumbai within 48 hours, on demand in writing from the Maharashtra State Electricity Transmission Co. Ltd. or any Officer authorized by it in this behalf, of any amount up to and not exceeding Rs. .... (in Words) Rs..... to the said Electricity Transmission Co. Ltd on behalf of M/s..... who have tendered and/or contracted or may tender or contract hereafter for unit scope of works for the Maharashtra State Electricity Transmission Co. Ltd; against order No..... dated..... . Total value of order is Rs.....

This agreement shall be valid and binding on this Bank up to and including.....and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, concerned or agree with or without our knowledge or consent, by or between parties to the said written contract. The validity of this Bank Guarantee will be extended by us for the further period, of six months, one month prior to its present validity period at the request of Maharashtra State Electricity transmission Co. Ltd.

In case of any dispute arising out of or in connection the extension or encashment of Bank Guarantee, the courts in Mumbai will have jurisdiction.

Our liability under this Guarantee is restricted to 10% value of Contract Rs..... (Rs..... only). Our Guarantee shall remain in force until.....

Date:

Signature:.....

Address:

Name & Designation:.....

(For:.....)

(Banker's Rubber Seal)

Fax no.:.....

WITNESS:

(Signature)

(Name)

(Official Address)

**SCHEDULE 'F'**  
**BID SECURITY FORM**  
**(BANK GUARANTEE IN LIEU OF BID SECURITY EQUIVALENT TO 1% OF**  
**ESTIMATED COST)**

(To be Stamped in accordance with Stamp Act)

Ref.....

Date.....

Bank Guarantee No.....

In accordance with invitation to Bid for the Establishment of ..... KV substation at..... in accordance with the contract specification \_\_\_\_\_ Messers (Bidders) \_\_\_\_\_ or Mr. \_\_\_\_\_ Address \_\_\_\_\_ Director(s) \_\_\_\_\_ wish/wishes to participate in the said tender and as a bank guarantee for the sum of Rs.....(in words Rs.....) as specified in the invitation to Bid valid for..... days from..... is required to be submitted by the tenderer, this bank hereby guarantees and undertakes, during the above said period, to immediately pay on written request by Maharashtra State Electricity Transmission Co. Ltd; Owner) the amount ..... to the said Electricity transmission Co. Ltd; without any reservations. This guarantee would remain valid upto 4 P.M. on..... (this date shall be 6 months after last date for submission of bid) and if any further extension to this is required, the same will be extended on receiving instructions from the .....on whose behalf this Guarantee has been issued.

Witness: .....

(Signature)

(Signature)

(Name)

Mailing address  
including Fax No.  
(Official Address)  
H.O.of Bank

(Seal of the Bank)

## **SCHEDULE 'G'**

### **PROFORMA OF JOINT UNDERTAKING BY THE COLLOBORATOR /ASSOCIATE ALONGWITH THE BIDDER**

(On Non-judicial stamp paper of Appropriate value)

THE DEED OF UNDERTAKING executed this.....day of ..... (month) Two thousand ..... by a Company incorporated under the laws of ..... and having its registered office at..... (hereinafter called the collaborator"/"Associate" which expression shall include its successors, executors and permitted assigns) and "Bidder"/"Contractor" which expression shall include its Successors, executors and permitted assigns) in favour of Maharashtra State Electricity Transmission Co. Ltd: having its Registered office at Mumbai,(hereinafter called the "Owner" which expression shall include its successors, executors and assigns).

WHEREAS THE OWNER invited bids as per its specification TENDER NO. T-1701/MSETCL/CO/DC&M/D&T/SS-Pretender for establishment of substations at \_\_\_\_\_ substations

AND WHEREAS clause 3.0 of Section I , Part-I interalia stipulates that the Bidder along with its Collaborator/ Associate must fulfill the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the contract in the event the bid is accepted by the Owner resulting in a "Contract".

AND WHEREAS the bidder has submitted its bid to the Owner vide Proposal No..... dated ..... based on the Collaboration/Association of the Collaborator/ Associate.

#### **NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:**

1) In consideration of the award of Contract by the Owner to Bidder (hereinafter referred to as the "Contract") we, the Collaborator/Associate and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the Maharashtra State Electricity Transmission Co. Ltd; (Owner) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, erection, testing and commissioning including civil works and successful performance of the 220 kV -132 kV substations in accordance with contract specifications.

2) In case of any breach of the contract by the Contractor, we, the Collaborator/ Associate do hereby agree to be fully responsible for successful performance of the Contract and undertake the Contract in order to discharge the Contractor's obligations stipulated in the contract. Further if the Owner suffers any loss or damage on account of any breach in the contract, we the Collaborator/ Associate and the Contractor jointly and severally undertake to pay such loss or damage to the Owner on its demand without any demur. This is without prejudice to any rights of the Owner against the Contractor under the contract and connected documents/guarantees. It shall not be necessary or obligatory for the Owner to proceed against individual Collaborator/ Associate before proceeding against the while dealing with the Contractor, nor any extension of the time or any relaxation by the Owner to the Contractor shall prejudice any rights of the Owner under the deed of undertaking against the Collaborator/ Associate or the Contractor.

3) Without in anyway affecting the generality and total responsibility in terms of this deed of Undertaking, the Collaborator/Associate in particular hereby agrees to depute their technical experts from time to time to contractors works/Owner's project site as mutually considered necessary by the Owner, Contractor and the Collaborator/ Associate to ensure proper design, manufacture, erection, testing and successful performance of the material package in accordance with contract specifications and if necessary the Collaborator/Associate shall advise the Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.

4) The financial liability of the Collaborator/Associate to MSETCL (Owner) with respect to any and all claims arising out of the performance or non performance of the obligations set forth in this Deed of Undertaking read in conjunction with the relevant provisions of the contract, shall however, be limited to the extent of 100% price of the supply portion as established in the contract awarded by the Owner to the Contractor in terms of the Contract and this Deed of Undertaking.

5) This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction in all matters arising under the Undertaking.

6) -DELETED-

7) We, the Collaborator, Associate and the Bidder/ Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this Undertaking shall continue to be enforceable till the Owner discharges and it shall become operative from the effective date of the contract.

IN WITNESS WHEREOF the Collaborator/Associate and the Bidder/ Contractor have, through their authorized representatives, executed these presents and affixed common seal of their respective Companies, on the day, month and year first above mentioned.

WITNESS

1. ....For Collaborator/Associate

(Signature)

.....(Signature of Authorised Representative)

(Name)

.....

(Official Address)

(Name)

.....

(Designation)

Common Seal of the Company

2. ....For Bidder/Contractor

(Signature)

.....

(Name in Block Letters) (Signature of the Authorized Representative)

.....

(Official Address)

.....

(Name)

.....

(Designation)

Common Seal of the Company



## SCHEDULE 'H'

### PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE MATERIALS HANDED OVER IN INSTALMENTS BY MSETCL FOR PERFORMANCE OF ITS CONTRACT

(On non-Judicial stamp paper of appropriate value)

#### INDEMNITY BOND

THIS INDEMNITY BOND is made on this..... day of .... 20.....by ....., a company registered under the law, having its Registered Office at ..... (hereinafter called a 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favor of Maharashtra State Electricity Transmission Co. Ltd; constituted under the Electricity (Supply) act 1948 having its Registered Office at Mumbai and its project in .....Maharashtra State. (hereinafter called the MSETCL which expression shall include its successors and assigns):

WHEREAS MSETCL has awarded to the Contractor a Contract for..... vide its Award letter/Contract No..... and Amendment No.....(applicable when amendments have been issued) (hereinafter called "Contract") in terms of which the MSETCL is required to hand over materials to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of the MSETCL for the materials handed over to it by the MSETCL for the purpose of performance of the Contract/Erection portion of the Contract. (hereinafter called the "Material").

NOW THEREFORE, this indemnity Bond witnessed as follows:

1. That in consideration of various materials as mentioned in the Contract valued at Rs..... (Rupees.....) handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the MSETCL indemnified, for the full value of the Material. The Contractor hereby acknowledges receipt of initial installments of the Materials as per details in the Schedule appended hereto. Further the Contractor agrees to acknowledge receipt of the subsequent installments of the Material as required by the MSETCL in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral part of this Bond. It is expressly understood by the Contractor that handing over of the Dispatch title documents in respect of the said Material duly endorsed by the MSETCL in favor of the Contractor shall be construed as handing over of the Material purported to be covered by such title documents and the Contractor shall hold such materials in trust as a Trustee for and on behalf of the MSETCL.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Material at the said project sites against all risks whatsoever till the Material are duly used/ erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the owner. The Contractor undertakes to keep the owner harmless against any loss or damage that may be caused to the Materials.

3. The Contractor undertakes that the Materials shall be used exclusively for the Performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the material shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach or trust on the part of the Contractor for all intents and purposes including legal/penal consequences.

4. The MSETCL is and shall remain the exclusive Owner of the Materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by Engineer-in-Charge /Engineer or other employees / agents authorized by him in this regard. Further, the MSETCL shall always be free at all times to take possession of the materials in whatever form the Materials may be, if in its opinion, the Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by and acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the contractor binds itself and undertakes to comply with the directions of demand of the MSETCL to return the Materials without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-charge/Engineer of the Owner shall be binding on the Contractor. The Contractor binds itself and undertakes to replace the lots and any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the MSETCL against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of MSETCL. Then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its and through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

Particulars of the material handed over	Qty.	Particulars of Dispatch Title Docume- ment	Value of the Material receipt. ----- RR/LR/ Carrier No.,date of bill/ Date of loading.	Signature of Attorney in token of
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For and behalf of

M/s.-----

WITNESS :

- |                       |                      |
|-----------------------|----------------------|
| I) 1. Signature-----  | (Signature)-----     |
| 2. Name-----          | (Name)-----          |
| 3.Address-----        | (Designation)-----   |
| II) 1. Signature----- | (Common Seal)        |
| 2. Name-----          | (In case of Company) |
| 3.Address-----        |                      |

Indemnity Bonds are to be executed by the authorized persons and

(i) in case of contracting Company under common seal of the Company of (ii) having the power of attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photo state copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

## SCHEDULE-I

Undertaking by bidder to supply the equipments / materials conforming to GTP / Specification given in tender document and from the approved manufacturers / vendors of MSETCL

**Tender No.** .....

I, the undersigned hereby confirm that the equipments /materials offered against the above Tender shall conform to specification/ GTPs given in Tender Specification and shall be procured from the approved manufacturers /vendors mentioned in Technical Specification of above Tender document.

The drawings /GTPs/Type test reports will be submitted for approval within 30 days from date of LOA.

The undersigned has been authorized to sign the above undertaking on behalf of Company and necessary Power of Attorney /Authorization letter is enclosed with our bid offer.

Date:

Signature of authorized

Place:

Representative Name \_\_\_\_\_

Designation\_\_\_\_\_

Name of Bidder Firm\_\_\_\_\_

Common Seal of Company\_\_\_\_\_

## SCHEDULE-J

Supply of Equipments/Material, Erection, Testing and Commissioning including Civil works for additional 25 MVA, 132/33 kV T/F under Augmentation scheme at 132 KV Wai S/stn. under EHV O&M Dn., Karad on TURN- KEY basis.

**TENDER NO. CE/EHV PC O&M ZONE/KRD/Tech/Re-E-tender-T-04/2017-18**  
**(Second Call)**

### UNDERTAKING BY THE BIDDERS REGARDING TYPE TESTING OF THE EQUIPMENT

(This schedule is applicable when the already conducted type tests are more than five years old)

I/ We hereby confirm that the type tests for the below listed equipment have already been carried out. However, since these tests are more than 5 Years old. I/ We undertake to carryout the relevant type tests on these equipment free of cost to the Purchaser and shall submit the reports after completing type tests successfully, but positively before commencement of the supply, in the event of award of contract to me/us.

Sr. No.	Description of equipment	Model No./ Type Designation	Date of previous (successful) types tests

Name of the firm :

Signature of the bidder :

Name :

Designation :

:

Date :

Seal of the company :





