

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED



Specifications No: - EE/EHV/O&M/NGP/TECH/SRM E-tender-18-19/13

(RFX No. 7000009377)

TECHNICAL SPECIFICATION

&

GENERAL TERMS & CONDITIONS

FOR

***Annual Maintenance Contract for the work of
Weed Control Treatment to be carried out at the
Sub-Stations under E.H.V. (O&M) Division,
MSETCL, Nagpur.***

OFFICE OF THE

**EXECUTIVE ENGINEER,
EHV (O&M) DIVISION, M.S.E.T.C.LTD.
2ND FLOOR, MOHTA BUILDING,
CHAONI, KATOL ROAD, NAGPUR – 440 013
Tele Fax No. 0712 - 2591288,
Phone No. 0712 - 2560567**

Issued to: - _____

M.R. No: - _____ ***Date.*** _____

Price: - 500/- + GST 5% EXTRA

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division MSETCL, Nagpur.

- 1) SRM e-tender No. : EE/EHV/O&M/NGP/TECH/SRM E-tender-18-19/13
- 2) RFX No. : RFX No. 7000009377
- 3) Name of work : Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur.
- 3) Estimated cost : Rs. 18, 61, 932/-
- Download of SRM e-tender**
- 4) Documents Date : 01.07.2018 to 15.07.2018
- 5) Closing Date : 15.07.2018, 23.55 Hrs.
- 6) Opening of SRM e-tender : 16.07.2018 at 11.00 Hrs. (Technical)
- 7) Opening of SRM e-tender : 17.07.2018 at 12.00 Hrs. (Commercial)
- 8) E.M.D. : Rs. 18, 619/-
- 9) SRM e-tender Fee : Rs. 525.00 (i.e. 500.00 + 5% GST Extra) Non Refundable

**Executive Engineer,
EHV (O&M) Division,
MSETCL, Nagpur.**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division MSETCL, Nagpur.

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**Executive Engineer,
EHV (O&M) Division,
MSETCL, Nagpur**

SRM E-TENDER NOTICE

MSETCL invites online bids (SRM e-tender) from registered agencies those who have carried out such works in the MSETCL and or registered with State electricity Board, B & C , NTPC, other Govt./ Semi Govt. & Public sector Organizations on Mahatransco SRM e-tendering website <http://srmetender.mahatransco.in> for following work :-

SRM e-tender No. & Description of Work			Due date & Time (Hrs) for submission & opening of SRM e-tender		
EE/EHV/O&M/NGP/TECH/SRM E-tender -18-19/13 (<u>RFX No. 7000009377</u>)					
Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur.			Download of SRM e-tender documents Date : 01.07.2018 to 15.07.2018		
Estimated Cost (Rs.)	EMD (Rs.)	SRM e-tender Fee (Rs.)	Submission Closing Date	Technical Bid opening Date	Commercial Bid opening Date
Rs. 18, 61,932/-	18, 619/-	500 + 5% GST Extra (Non refundable)	15.07.2018, 23.55 Hrs.	16.07.2018 at 11.00 Hrs.	17.07.2018 at 12.00 Hrs.

Note :- All eligible interested contractors are mandated to get enrolled on SRM e-tendering portal

(<http://srmetender.mahatransco.in>)

Contact Person for enrolling on SRM e-tendering portal: The Addl. Executive Engineer (O), EHV (O&M), Circle, MSETCL, Nagpur,
Tel. No. 0712 – 2591253 / 2591706,
Mobile No. 08554993416

Contact Person for enquiry about SRM e-tender work : The Addl. Executive Engineer (O), EHV (O&M), Division, MSETCL, Nagpur,
Tel. No. 0712 – 2591288 / 2590567,
Mobile No. 08554993497

For further details visit our website <http://www.mahatransco.in/>

1. Relevant portions of the SRM e-tender which the tenderers have to fill online would be available on aforesaid website.
2. SRM e-tender documents can be downloaded online from aforesaid website.
3. Eligible agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related Problems.

4. **Payment of SRM e-tender fees and EMD should be paid by the bidder through online only. For any queries please contact Corporate Office on mail srmadmin@mahatransco.in**
5. **The SRM e-tender will be opened in the office of the Executive Engineer, EHV (O&M), Division, 2nd Floor, Mohata Building, Chaoni, Katol Road, Nagpur.**

**Executive Engineer,
EHV (O&M) Division,
MSETCL, Nagpur**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division MSETCL, Nagpur.

Subject: - Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur..

Most important instructions for tenderer '

1. Tenderers are requested to please register at zone level for SRM e-tendering.
2. The SRM e-tender is to be submitted online on website www.mahatransco.in
3. The SRM e-tender Documents are not Transferable Change in name & address of any kind will not be entertained. The SRM e-tender s sign with digital signature will be accepted up to due date & time of submission. It is advisable to submit the digitally sign SRM e-tender s sufficiently in advance of due date & time, so as to avoid last minute trafficking at server.
4. The SRM e-tender s will not be accepted after due date & time of submission.
5. If the date of opening happens to be holiday, it will stand extended to the next working day with no change in timings.
6. The SRM e-tender fee paid against the particular SRM e-tenders (RFX No.) shall not be refunded / transferred or adjusted at all.
7. The undersigned reserves the right to reject any or all the SRM e-tender s without assigning any reason whatsoever.

**Executive Engineer,
EHV (O&M) Division,
MSETCL, Nagpur**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division MSETCL, Nagpur.

Subject: - Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur.

SPECIAL CONDITIONS:

Your offer should be submitted in two separate parts –“Part I- Technical” & “Part II Commercial”

(A) Technical (Part-I) - This should contain following documents as a Part of qualifying pre-requisites, brochures, attested certificates etc. Original certificate will have to be produced if demanded before opening of SRM e-tender .

REQUISITES:

You should have to submit following document

1. **EMD:** - Earnest Money Deposit (EMD) as above should be paid by the tenderer online only. **For any queries please contact Corporate Office on mail srmadmin@mahatransco.in**

In no case exemption for payment of earnest money will be granted, except in case of SSI Units. As such the bidder is requested not to make any request for exemption of SRM e-tender fee / EMD. The SRM e-tender without online E.M.D. / tender fee payment will not be considered in any case. ***If at the time of opening of technical bid it is found that the bidder has not paid the EMD, the bidder will be declared disqualified and will not be considered for further evaluation.*** The SRM e-tender fee and EMD payment shall be done **on or before the due date/time of sale of bid. Hence the bidder shall take correct note of all the date's & time of the bidding processes.**

EMD will be refunded only after 90 days.

SSI unit is not required to pay the EMD amount as per prevailing Govt. Norms. However any such agency / firm will have to submit the SSI certificate along with qualifying/technical bid. For any further queries regarding payment of EMD and Tender fees , communication with C.O , Mumbai shall be done on above email ID's. As per MSETCL's present guidelines, if minimum three bidders are not qualified (for first time) the complete tender is to be refloated. In such case the bidders are requested to make communication with Division Office after expiry of opening date of bids (as per SRM e-tender notice) for return of EMD. However the SRM E- tender fee is non-refundable in any case. All bidders shall take note of above and participate in the bidding process only if all terms and conditions are fully accepted. If the SRM e-tender is required to be refloated, the bidder shall pay fresh EMD and SRM e-tender fees. The SRM e-tender reference no. for refloated SRM e-tender will be different and advanced than the SRM e-tender floated under same subject previously. It is the responsibility of the registered bidder to have communication with this Office for confirmation of bid opening dates and apply for refund if any. All bidders shall invariably mention their Email addresses while submitting the bid. The SRM e-tender opening dates may vary due to administrative reasons. It is the responsibility of the bidder to regularly check the SRM e-tender site for opening of the bids. The bids opening process on SRM E-SRM e-tender portal is a transparent process and all the bidders can view / witness the documents of each other. Individual bidders will not be separately notified regarding any / each opening dates. In case of any dispute the decision of the C.A. viz. the Executive Engineer EHV (O&M) Dn, Nagpur will be final and binding on the agency.

2. Valid Bank solvency certificate from Nationalized bank, Schedule Bank or Co-Operative Bank for amount not less than 25% of the estimated cost i.e. not less than **Rs. 4.65 Lakhs shall not be older than one year from the date of publishing of Tender.**

3. Average Annual Financial Turnover certified by Chartered Accountant, during the last 3 Years (Financial Year 2014-15, 2015-16, 2016-17) duly tallied with profit & Loss Account of corresponding years, ending 31st March of the previous financial year, should be at least 50% of the estimated cost i.e. **Rs. 9.31 Lakhs**
3. Experience of having successfully completed similar works i.e. the work of Annual Maintenance Contract for the work of Weed Control Treatment amounting to 60% of the estimated cost in maximum 3 orders during last 5 years ending last day of month previous to the one in which applications are invited.
4. Copy of **license to Store and use restricted insecticides for commercial pest control operation from Government of Maharashtra** should be submitted alongwith the offer.
5. Proof of professional tax registration certificate.
6. Proof of valid registration of firm under Bombay Shop and Establishment Act/SSI/NSIC if applicable.
7. Proof of registration under P.F. Act.
8. Income Tax Returns of last 3 financial Years (2014-15, 2015-16, 2016-17) with PAN Card copy and audited balance sheet & Profit & Loss Account
9. Valid Insurance of Employees.
10. Proof of GST Registration Number.
11. Details of T&P required to execute the work. (Complete profile of organization)
12. Inspection should be carried out before quoting SRM e-tender.
13. Proof of Tender fee and EMD paid / exempted. Tender fee and EMD is to be paid by online mode only.
 " Firm/Bidder has to pay EMD, irrespective of SRM system asks for the same or not in following cases:
 - i) If S.S.I./ N.S.I.C. Certificate do not indicate Material / Service required against present Tender.
 - ii) If turnover or Manufacturing Capacity exceeds the limit indicated in S.S.I. / N.S.I.C. Certificate specified by the concerned Authority to avail the benefit of EMD exemption.
 If required EMD is not paid by the Bidder, the offer is liable for rejection."
 The original colored scan copy should be uploaded as bid documents in Support of Statutory Qualifying Criteria.

SPECIAL NOTE:-The undersigned reserves the right of condoning any minor element of lapses in producing above certificates/documents which will not affect the bid cost.

B) Commercial (Part-II) – This should contain only price bid i.e. the rates should only be quoted in Schedule 'A' meant for quoting the rates in SRM e-tender documents. After verifying the full documents/certificate, pre-qualifications as above in Part.1, fulfilling the desired pre-requisites, the Part -II will be considered / opened. If the same is not found to be meeting the pre-requisites Part-II will not be opened. SRM e-tender with incomplete details not submitted on prescribed SRM e-tender form etc. are liable for rejection. This office will not be responsible for delay due to website problem.

This office reserves the right to reject any or all SRM e-tender s without assigning any reason thereof.

**EXECUTIVE ENGINEER
EHV (O&M) DIVISION
M.S.E.T.C.L. NAGPUR**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division MSETCL, Nagpur.

Subject: - Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur.

Special Instructions to the Tenderers.

1. The SRM e-tender shall be valid for a period of 90 days from the date of opening. The Transmission Company reserves the right of forfeiting the earnest money in case the SRM e-tender is withdrawn by the tenderer after opening date but before the expiry of 90 days (Prescribed validity period) or in the event of refusal to pay the prescribed security deposit as per clause.
2. In view of restructuring of MSEB into 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. U40109 MH 2005 SGC 153646 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd."
3. All the works under this SRM e-tender would be subjected to Maharashtra State Electricity Transmission Company general terms & conditions for works and supply contract, as stipulated in the booklets.
4. Tenderers should carefully read the terms and conditions of the SRM e-tender and follow the instructions contained therein scrupulously before submission of SRM e-tender. In case of any omissions in the SRM e-tender, the SRM e-tender shall be liable for rejection. If tenderer has any doubts in respect of any of the clauses or schedules the same should be got clarified in writing from the office of the undersigned before submitting the SRM e-tender . Any complaints in this regard will not be entertained after opening of SRM e-tender.
5. The tenderer should quote exact specifications / details in SRM e-tender. **Conditional SRM e-tender /offer shall be summarily liable for rejection.**
6. The rates shall be quoted in the price **Schedule 'A'**. The rates and amount shall be written both in words and figures **upto two decimal only**. The rates shall be legible. Overwriting or conversions of figures correction and where unavoidable shall be made by initiating, dating and rewriting.
7. The rates quoted should be firm and price variation will not be applicable.
8. **The SRM e-tender who does not fulfill the above conditions or is incomplete in any respect is liable for summarily rejection.**
9. **Agreement:** - The Contractor will have to enter into an **Agreement** with the Company to carry out the contract in the prescribed form on non-judicial court stamp paper on stamp paper of appropriate value shall be executed with MSETCL to carry out the work before commencement of the work as per MSETCL's Adm. Circular No.207 Dt.17.04.2010. **The cost of the stamp paper will be borne by the Contractor**
10. **TAXES:** Ex-works rate & GST Taxes extra should be quoted alongwith HSN code for supply & SAC code for works.
11. Contractor may visit work site before quoting the rates.

12. This contract is meant for Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur. Chemical treatment comprising of grass removal & treating the open space for arresting the growth of grass, shrubs weeds by pest control spraying method & disposal of the removed grass as directed by engineer in-charge & consequently maintenance of same complete.
13. **VALIDITY OF ORDER:** The order will be valid for period **1Year** from the date of issue of the order or exhausting order amount whichever will be earlier. Three day will be reckoned for transit of this order.
14. **EXECUTION OF WORK: -** Immediately after receipt of the work order, the contractor shall take prompt action in planning the work in consultation with the concern Sub-Station officer. The programmed 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 program the schedule shall be strictly adhered to. The work should be carried out to the full satisfaction of Sub-Station officer and Executive Engineer. You will have to execute the works in presence of Concerned Sub-Station Incharge and your representative. **Complete work of Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur including Chemical treatment comprising of grass removal & treating the open space for arresting the growth of grass, shrubs weeds by pest control spraying method & disposal of the removed grass as directed by engineer in-charge & consequently maintenance of same complete, is to be completed bimonthly per annum for each Sub-Station during the financial year from the date of start of work.**
15. **SUPERVISION OF WORK: -** The work shall be under the overall supervision of Concerned Sub-Station Incharge or their representative.
16. It is the sole responsibility of the Agency to maintain switchyard neat & clean. For this Agency has to submit details of Schedule of Chemical treatment & for removal of Grass/Weeds/Shrubs and disposal schedule.

For annual maintenance treatment

Total area of switchyard for annual treatment is shown on page no. 19.

17. **A register will be maintained at each Sub-Station. Entry of the work done bimonthly and visit of supervisor fortnightly should be made in the Sub-Station duly signed by Sub-Station Incharge / Shift Incharge.**
18. **If work of agency at any of the Sub-Station during the year is found not to the satisfaction of Sub-Station Incharge or Executive Engineer, the order will be immediately terminated.**
19. To maintain the Switch yard neat and clean, the contractor will be required to carry out Panja Treatment in metal spread area of the switchyard of Sub-Station.
20. Since the work is to be carried out in live switch yard the contractor shall take all precautions while working and advise the labour not to touch any structure/equipments etc. the contractor shall be responsible for all accidents caused to his men during execution of works and shall have make good the losses at his/their own cost. MSETCL will not be responsible for any accident (Fatal or non-fatal) or injury to the personal of the agency or any financial implication arising there from. All necessary precautions are to be taken while spraying the chemicals providing, gloves, shoes, mask etc. are to be provided by tenderer/Contractor for any side affect of chemical used or for any lacuna MSETCL is not responsible.

21. **MAINTENANCE:** - The contractor shall maintain Switchyard for a **period of twelve months after the date of completion** of work certified by the Engineer-in-charge, maintain the work in such a manner that on the expiry of the period of maintenance they shall be in as good as perfect order and condition (fair wear and tear expected) as that in which they were at the commencement of period of maintenance. 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 workmanship not in accordance with the contract or failure on the part of the contractor to comply with the provision of contract.
22. The successful tenderer has to take working permit if so required from Engineer in charge. As Contractor shall be subject to security checks as per M.S.E.T.C.L. rules. The work will have to be carried out as and when the clearance is given by the Sub-station authorities. No compensation for idle time and idle labour shall be entertained by MSETCL on what so ever ground.
- Normal working hours 8.00 Hrs. to 17.00 Hrs (In between one hour is for lunch) Sundays are holidays. Labour engaged by the contractor shall not be allowed entry before 8.00 Hrs. and will not be allowed after 17.00 Hrs. Successful Tenderers will have to submit the list of persons and addresses engaged by him for above work.
23. The employees/Labour of the agency will not be entitled for any facility as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by provisions of labour acts such as workmen compensation act, minimum wages Acts, payment of wages Act, Gratuity Act, PF Act and other regulations framed by Govt. from time to time MSETCL will not be responsible for any violation of the Act.
24. All the labourers engaged for this work should be well behaved, physically fit and should have good habits. No one shall be allowed to smoke, to have alcoholic drinks etc. Special care is to be taken by contractors during execution of work.
25. The agency will be responsible for compliance of all statutory obligations under the Factory Act, Contractor labour Act, minimum wages Act, contribution under E.P.F., professional tax, C.P.F. & I.S. Act etc. an respect of his employees. The payments monthly/weekly shall be made as per min. wages Act. And will have deposit P.F. amounts to eligible employees/Labour.
26. It will be the Agency's responsibility to maintain various registers required under various contract Acts and shall produced on demand or to Govt. Authorities for inspection.
27. **TOOLS PLANTS AND MACHINERY:** - The contractor shall have sufficient and adequate T&P with him. The contractor shall bring his own tools, plants and machinery for this work. No T&P will be provided by the MSETCL.
28. It may please be noted by the tenderer that it is the sole responsibility of the agency to pay the minimum wages as per existing/prevaling under minimum wage Act including all statutory payments to the staff. (Including P.F. for this purpose agency must have their own PF Code number and required to maintain all the records under "Employees Provident Fund and Miscellaneous provisions Act 1952"). The successful tenderer should execute a bond on stamp paper of adequate value to this effect. Since this bond is being executed by the contractor, it is the sole responsibility of contractor to guarantee to minimum wages as per prevailing act including all statutory payments and as such while quoting the rates the contractor should be careful.
29. The tenderer must arrange for all the transport of Man power, equipments and T&Ps.

30. **TERMS OF PAYMENT:** You have to submit quarterly bill **in quadruplicate at respective Sub-Station under intimation to this office.** This office will settle all the quarterly bills payment within reasonable time after satisfactory completion of work and after receipts of quarterly bills in Quadruplicate duly recorded in M.B. and certified from concerned site In-charge & subject to availability of funds. **The concerned Sub-Station Incharge / SDO will record the Bills in M.B. and will punch the bills received from contractor in ERP SAP system and prepare the SERVICE ENTRY SHEET for the bills within 03 days. Bill in quadruplicate to be submitted at respective Sub-Station, within 15days from the date of completion of work, under intimation to this office.**
31. **Partnership Deed:** The Contractor will have to give partnership deed along with tender, if it is a partnership firm.
32. Submission of tender offer in SRM e-tendering system by a bidder implies that he/she has read all the instructions and conditions of contract and has made himself/herself aware of the scope and specifications of the work to be done, of the conditions and rates at which stores, etc. will be issued to him and **local conditions** and **other factors** bearing on the execution of the work. Also, **Submission of tender offer in SRM e-tendering system by a bidder implies that the bidder has read all the terms and conditions (all pages) of the tender document.**
33. A **schedule of quantities** is included in the tender documents. It shall be definitely understood that the **Company does not accept any responsibility for the correctness or completeness of the schedule and the schedule is liable to alterations, omissions, deductions or additions** at the discretion of the C.A., as set forth in the conditions of contract. **The finalization of lowest bidder will be decided on the actual work which is required to be executed at the time of comparison of bids & finalization of work order.**
34. *The Maharashtra State Electricity Transmission Co. Ltd., or its officers who accept the tender, shall have the unconditional rights of rejection of all or any of the tender (part or full) and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tenders in the interest of MSETCL.*
35. **Force Majeure:** - The completion dates as specified shall be subject to force Measures herein defined as.
- a. Any cause which is beyond personal control of contractor or the Company as the case may be.
 - b. Acts of any Government and authority domestic or foreign including, but not limited to war declared or undeclared, guarantees, embargoes etc.
 - c. Licensing control, production or distribution restrictions.
 - d. Accidents and disruption, including but not limited to fire and exposures.
 - e. Strikes slow down, lockouts, riots, grave disorders and sabotage affecting the work of contractor or Company.
- The party affected by forced measures will notify the other party thereof immediately with sufficient profounder. For such circumstances reasonable extension for commissioning dates and starting and completion dates stipulated should be revised as mutually agreed upon.
36. Any point to be specifically highlighted / elaborated or quoted, shall be clearly mentioned during the submission of the offer. Post thoughts / findings or appeals by the bidder will not be entertained. Hence the bidders shall carefully read all the pages, terms & conditions of this tender booklet.

37. **Quantity:** - The Competent Authority may delete or add the items in the schedule (Price Bid) and reduce or increase the quantity specified in schedule / detail order as per the actual requirement at site, **even before finalization of SRM e-tender / Purchase order.** The **Lowest bidder will be finalized on the basis of the item wise/schedule rates received to MSETCL for the actual Supply / Work required to be executed at the time of giving L.O.I / detail order.** The decision of the C.A. on deciding the lowest bidder will be binding on the bidder / contractor. Hence the item wise rates should be quoted carefully by the bidder. **50 % extension** to the original order may be accorded if there is site requirement at the same rate and other terms of contract. The Agency will have to execute the order accorded under 50% extension in the same rates or lower rates at that prevailing time, whichever is lower.
38. **WORKMANSHIP:** - All Workmanship shall be neat and clear and in conformity with the latest and best engineering practice. Entire work shall comply with the applicable standard specifications.
39. In case the tenderer fail to enclose all the necessary and correct documents, the tender application, at the **discretion of Competent Authority** of MSETCL, may be rejected without further consideration. However, MSETCL may call additional documents at the discretion of its officers. **If any condition of the qualifying conditions is not applicable, the bidder shall submit the undertaking for the same without fail with due justification at the time of filling uploading tender.** However **decision of Competent Authority** of MSETCL will be final and binding to the bidder for acceptance of such undertakings.
40. Competent Authority (CA) is Executive Engineer EHV (O&M) Dn Nagpur.
41. All royalties and all local and other taxes/ duties etc., shall be paid by the tenderer at his cost.
42. **QUALITY OF WORK:** - Tenderer will be responsible for quality of work and workmanship.
43. **TOOLS PLANTS AND MACHINERY:** - The contractor shall have sufficient and adequate T&P with him. The contractor shall bring his own tools, plants and machinery for this work. No T&P will be provided by the MSETCL.
44. **VARIATION IN QUANTITIES OF WORK:** Work will be carried out in accordance with the particular specification and as per instructions given by the in-charge at site. The Executive Engineer, also reserves the right to decrease or increase the quantity of work.
45. **FIRST AID BOX:** The contractor should always keep and maintain First Aid Box for this work as safety measure.
46. **PRECAUTIONS:** - All equipments, lines are in charged conditions. Tenderer will have to take all precautions at his cost until handing over the site to MSETCL.
47. **ACCIDENT:** - If any accident occurs to the labour skilled or unskilled, compensation if any, is to be paid by the tenderer only.
48. **Performance of bidder:** - The performance of work of the bidder in the past or for ongoing works/projects will be evaluated. It is essential for any bidder to have good/satisfactory work performance track record. If it is found that any bidder is found defaulter for poor / slow work performance or penalty is imposed for delay in works / convicted in court for poor performance, for fraudulent practices etc , found producing fake supporting documents or creating obstructions in MSETCL's works, such bidders will be straightaway termed disqualified even if they have submitted all required documents. The discretion of U/s will be final and binding on the bidders. Such bidder should not participate in the bidding process.

49. The performance of the agency will carry due weightage while deciding the qualified bidder.
50. **Awarding of contract:-**The Company does not bind itself to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past track record and work performance will carry due weightage while arriving at the decision. The bidder should not quote conditional rates related to quantity of work. The Company reserves the right to award the contract to more than one bidder by splitting the tendered quantity in the interest of MSETCL and may cancel the tender at any stage in the interest of MSETCL due to administrative reasons. Work order will be awarded as per the lowest rates received in individual schedule i.e. the work order can be awarded to 03 different agencies who have quoted lowest rates in particular schedule.
51. If any agency is found blacklisted / or orders entrusted on agency are terminated for non-performance of works as per work order terms & conditions or work is not done satisfactorily, or penalty is imposed on agencies. Such agencies should not participate in the bidding. Their bids will not be considered for evaluation. No any correspondence of such defaulter agencies will be entertained by this office.
52. **Watch & Ward During Execution:-** You will have to take over the site for Work Execution from the concerned SDO 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.
53. The **work shall be completed within minimum possible time** but not more than time specified by the C.A at individual site locations from the date of handing over of site. MSETCL reserves right to continue this contract for further period of six months at the same rate and other terms of contract. The agency shall have to carry out the work during the extended period; otherwise, the work will be got done through another agency at the risk and cost of the agency.
54. **CONTRACTOR'S EMPLOYEES:** - Tenderer will have to employ and provide on site only such employees who are skilled and experienced for execution and supervision of works. Tenderer will have to provide housing accommodations to his employees. Tenderer will also be responsible for any injury / accident to his employees. Payments of compensations for any accidents etc. as may required to be paid eventually shall be borne by the tenderer. Tenderer should ensure that his staff uses the requisite safety equipments. The employees should be duly ensured against any such eventually.
55. **DAMAGE TO PERSON AND PROPERTY:** - Tenderer will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damaged any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage / loss to Transmission Company's property occurs will be recovered from your bill.
56. **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** - Notwithstanding anything stated here, the Board's general terms and condition of contract shall be applicable to the contract as far as they are applicable to your contract.
57. **INCOME TAX CLEARANCE:** - The tenderer is requested to note that **income tax @ 2.0%** or as per the applicable rate of the gross bills payable will be deducted while making payments by this office to contractor. Income Tax deducted at source certificate (T.D.S.) /necessary certificate will be issued to the contractor.
58. **PENALTY:** If the work is not carried out within stipulated time limit, penalty at the rate 1% per week on delayed portion maximum to 10% of order amount alongwith GST shall be levied.

59. **Safety:** - The contractors should provide all safety equipment / Tools & Tackles required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipment, the same shall be in the contractor's risk and cost. The contractor must maintain one first aid box in safe custody during the execution of work at site. **MSETCL will not be responsible for any negligence on the part of contractor or contractor's personnel.**
60. The tenderer must be registered under workman compensation act and the **employees shall be insured** under workman compensation act prior to start of work at site. For any accident the company will not be responsible for any compensation and all settlements pertaining to Govt. statutory payments shall be resolved by the tenderer only. The copy of **Valid Insurance of Labours** will have to be handed over to the SDO prior to start of work.
61. MSETCL will not be responsible for any accident (fatal or non-fatal) or injury to the personnel of the agency or any financial implication arising there from.
62. For any loss to the company's property during execution of work, the contractor will be liable to pay the equivalent compensation as per the recommendation of concerned Dy. Executive Engineer / Assistant Engineer i. e the contractor will have to make good for all the material or pay equivalent amount as per present Market Rates.
63. It is the responsibility of the contractor to maintain the discipline of his staff and himself and any hindrance to the work will be viewed very seriously and will make the contract liable for the termination by the MSETCL without entertaining any claims from the contractor in this regard(Not applicable to contracts for supply of material at MSETCL stores).
64. The **employees of the agency will not be entitled for any facility** as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by the provisions of Labour Acts such as Workmen Compensation Act, Minimum Wages Acts, Payment of Wages Act, Gratuity Act, P.F. Act, Service Tax and other regulations framed by the Govt. from time to time. MSETCL will not be responsible for any violation of the Act or Regulations by the agency.
65. The **agency will be responsible for compliance of all statutory obligations** under the Factory Act, Contract Labour Act, Minimum Wages Act, Contribution under the C.P.F. Professional Tax, C.P.F. & E.S.I.S. Act etc., in respect of his employees. The payment, monthly/weekly to the staff of agency shall be made as per prescribed Minimum Wages Act in presence of authorized representative of MSETCL. The agency shall prepare a wage cum attendance register in the format given in Minimum Wage Act 1948. Any deviation to the above may result in suspending payment of bill of Agency by MSETCL.
66. **Liabilities & Responsibilities of the Contractor:-**The Contractor will be responsible for the payment of compensation to his staff in case of accidents as may be admissible under the Workmen's Compensation Act, 1923. If he fails to pay the same, it will be recovered from any of his bills due for payment to him by the Company and will be paid to the concerned persons or his dependent/heirs/Govt. Authority etc., as required under the rules and regulations. The Contractor will have to insure all his staff under Workmen's Compensation Act and the copy of the same will have to be produced to the contract operating Authority, Failing which the bill will not be released.
67. Under no circumstances shall any bidder/contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.
68. In normal cause, the interpretation of the undersigned on any matter or decision given by him on any disputable point will be final and binding on the contractor.

69. The complete tender process is through SRM e-tendering system only, hence the SRM e-tender document does not require the signature of competent authority.
70. **The bidder shall not wait for the last date/time of submission of bid and ensure all efforts for the bid submission well before the due date/time. This office will not entertain any plea of the bidder for not been able to submit the bids due to website problems or otherwise.**
71. The contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to other working at site. The contractor shall be responsible for provision of all safety notices and safety equipment required both by relevant legislation and the Engineer as he may deem necessary.
72. **SECURITY DEPOSIT: 10%** of the amount of the order is to be paid as security deposit by cash/DD/BG in Executive Engineer EHV O&M Division, MSETCL, Nagpur within 7 days from the date of receipt of this order. **If S.D amount is not paid, you will not be allowed to start the work at site and the work order will be cancelled without any further communication** No interest will be paid on this amount and this will be refunded after execution of works/guarantee period satisfactorily. Failure to furnish the security deposit within the specified period shall entailed to forfeiture of the EMD and cancellation of the contract.
73. In case you fail to complete work fully and partly, the balance will be completed from other agency may be at higher rates and difference in cost will be recovered from your bill and security deposit in this case will be forfeited to MSETCL.
74. **WORK & SAFETY REGULATION:** - The contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to other working at site. The contractor shall be responsible for provision of all safety notices and safety equipment required both by relevant legislation and the Engineer as he may deem necessary.
75. No living accommodation at site will be provided by M.S.E.T.C.L.
76. Any Loss to MSETCL property during work execution will be at the **cost & risk** of contractor.
77. **COMPENSATION UNDER WORKMAN COMPENSATION ACT – 1923 (VII of 1923):** - The contractor shall be responsible for and shall pay compensation to his workmen / employee as per Act for injuries that may be inflicting on the workmen. In case if the MSETCL pays such compensation, as per Principals under subsection (1) of Section 12 of said Act, on behalf of the Contractor the amount of such compensation paid shall be recovered in the manner laid in clauses 4 of the relevant section of the Act.
78. The right to accept the SRM e-tender will rest with the M.S.E.T.C.L. The M.S.E.T.C.L. does not bind itself to accept the lowest SRM e-tender. The M.S.E.T.C.L. reserves the right to accept or reject any or all the offers in part or full without assigning any reasons
79. If it is found that the work is not being executed satisfactorily and methodically and within stipulated time period of programs given / during the contractual period, the MSETCL reserves the right to get the work done at the risk and cost of the contractor with 15% supervision charges by another agency.
80. The undersigned reserves the right to increase or decrease the quantum of work of each round depending upon the site situation. The agency will have to agree this condition. Nothing will be paid extra.
81. **One or more qualifying conditions may be relaxed at the time of opening of qualifying bid, if required in the interest of MSETCL.**

82. **Subletting of contract** in any form to other contractive agency will not be permitted. If it is found that any other agency is executing the work, U/s reserves the right to terminate the contract immediately without giving any advance notice for termination.
83. **DEDUCTION:** Any amount or amounts which become payable by the contractor to the M.S.E.Trans.Co.Ltd. Under particular contract will be deducted by the Purchaser from any amount/amounts due or becoming due by him to the contract under the same or any other contract.

SAVE AND EXCEPT:

Amount/Amounts due to account of damage or compensation for default or breach of contract by the contractor in which case instead of deduction of the same amount/amounts, shall be retained and the purchaser shall have the right on amount/amounts so retained or withheld.

84. **JURISDICTION:** All disputes or difference arising out of in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of Nagpur City Court.
85. You are also deemed to be fully aware of the Companies general condition of contract for work, supply of equipment/material and any ignorance of any of the conditions will not exempt you from your liability to abide by the same.
86. The undersigned reserves the right to accept or reject any or all SRM e-tender s without assigning any reason thereof.

**EXECUTIVE ENGINEER
EHV (O&M) DIVISION
M.S.E.T.C.L., NAGPUR.**

I/We

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Have read all yours terms and conditions mentioned in Part 'A' above and Abide by the same.

**Signature, Name &
Address of the contractor.
With seal**

Part A of SRM e-tender S.G.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV O&M Division, MSETCL, Nagpur.

I) Details of Sub-Station and Sq. Mtr. Area

Subject: - Annual Maintenance Contract for the work of Weed Control Treatment to be carried out at the Sub-Stations under E.H.V.(O&M) Division, MSETCL, Nagpur.

Sr. No.	Name of the Sub-Station.	Total Switchyard Area in Sq. mtr.	Total Other than Switchyard Area in Sq. mtr.	Total Area in Sq. Mtr.
1	220KV Butibori - I	56703	8200	64903
2	220KV Butibori - III	23040	20532	43572
3	220KV Umrer	14000	32000	46000
4	220KV Ambazari	29496.40	13516	43012.4
5	220KV Khaperkheda	36500	8122	44622
6	220KV Kalmeshwar	37420	10433	47853
7	220KV Kanhan	29376	7708	37084
8	220KV Butibori TSS	2208	2500	4708
9	220KV Purti	5350	1700	7050
10	220KV Abhijeet	11400	300	11700
11	132KV Katol	5600	7946	13546
12	132KV Mansar	6560	5285	11845
13	132KV Saoner	15620	61902	77522
14	132KV Mouda	8500	2500	11000
15	132KV Ambhora	9191	5828	15019
16	132KV Bharsingi	7980	5680	13660
	Total Area	298944.4	194152	493096.4

(SAC Code: 998531)

**EXECUTIVE ENGINEER
EHV (O&M) DIVISION
M.S.E.T.C.L. NAGPUR**

:: SRME- TENDER FORM ::

Specifications : EE/EHV/O&M/NGP/TECH/ SRM E-tender-18-19/13

RFX No. : 7000009377

To,

**The Executive Engineer
EHV (O&M) Division,
M.S.E.T.C.L., 2nd floor,
Sadar, Chaoni, Katol Road,
N A G P U R - 440 013.**

Dear Sir,

Having examined the above specification together with the accompanying Schedules, the general conditions of the contract and conditions applicable to Transmission Companies Works / supply contract there in referred to I / We hereby offer to carry out the works described in the different sections of the said specifications and schedule at the rate entered in the attached contract schedule prices.

I / We hereby guarantee the performance of our work / supply in full conformity of your specifications and instructions the particulars entered in the schedules attached to the specification and in accordance with the conditions of contract applicable for Transmission Company's works contract.

Place : Yours faithfully.

Date :

(Signature and seal of Contractor)

Address of the Contractor.