

**(CIN No.U40109MH2005SGC153646)**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED**

**Office of the Executive Engineer,  
EHV Projects Division, Amravati.**

**Near Duffrin Hospital, Old Power House, Shrikrishnapeth, Amravati – 444 601.**

**Ph.no. 0721-2663688 (O), Email ID :- ee1620@mahatransco.in**

**No.:- MSETCL/EE/EHV/PROJ/DN/AMT/DyEE(O)-I/No. /3536**

**Date: 26.06.2019**

**E-Enquiry**

**To,**

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\_\_\_\_\_  
\_\_\_\_\_

**Sub: -** Enquiry for the work of preparation of forest proposal and obtaining preliminary and final forest approval from Competent Authority for forest involved in 132 KV LILO line on 132 KV Yavatmal-Yavatmal MIDC line at 132 KV Darwha S/Stn.

Dear Sir,

Please quote your lowest rates (Inclusive of all taxes) for the work of preparation of forest proposal and obtaining preliminary and final forest approval from Competent Authority for forest involved in 132 KV LILO line on 132 KV Yavatmal-Yavatmal MIDC line at 132 KV Darwha S/Stn. as per M.S.E.T.C.L. rules on the Schedule 'A' annexed herewith and terms and conditions given below. The bidders should submit their quotation online, on or before Dt.10.07.2019 up to 13:00 Hrs. and same will be opened on same day at 15.00 Hrs. onwards, if possible. The quotations received after this time will not be considered for bidding process and will not be opened for this enquiry.

**TERMS AND CONDITIONS –**

1. **Scope of work:** - The said work should be carried out in accordance with the particulars and description enlisted in the enclosed **Schedule 'A'**.

**1. Requirement of Statutory Registration : -**

- i. The bidder should be registered under GST Act under GOI as well as for other various taxes in force.
- ii. The Bidder should provide proof of registration of firm under Bombay shop & establishment act, PAN No. and principal place of business of the company or firm or partnership, Copies of documents defining constitution or legal status.
- iii. The Bidder should have basic infrastructure for consultancy for obtaining NOC from various forest departments. Please submit the List T&Ps and of Skilled personals along with qualifications along with quotations.
- iv. Bidder should have experience in consultancy for obtaining NOC from various forest departments. Documents in respects of the same may please furnished.
- v. The bidder should have Income Tax returns of last three financial years (e.g. Year 2015-16, 2016-17, 2017-18) with Pan card copy

**2. Technical Experience Criteria: -**

- i. The bidder shall have experience of preparing and processing proposals, online submission and obtaining recommendation From DCF to CCF, CCF to PCCF, PCCF to Mantralaya and Mantralaya to Regional office for in-principle approval from forest department of forest for EHV transmission line only includes obtaining FRA certificate from district collector office. The experience certificate from the authority of the rank of Executive Engineer or above in MSETCL or equivalent shall be submitted.
- ii. The bidder must have experience of having successfully completed similar works (of preparing and processing proposals, online submission and obtaining recommendation From DCF to CCF, CCF to PCCF, PCCF to Mantralaya and Mantralaya to Regional office for Final approval from forest

department for EHV transmission line, during last seven years (from the scheduled date of submission of quotation ) having --

a) One similar completed works of obtaining Final forest approval from forest dept for EHV transmission line costing not less than the amount of each equal to 80% of the estimated cost in single order.

OR

b) Two similar completed works of obtaining Final forest approval from forest dept for EHV transmission line costing not less than the amount of each equal to 50 % of the estimated cost in two orders.

OR

c) Three similar completed works of obtaining Final forest approval from forest dept for EHV transmission line costing not less than the amount of each equal to 40 % of the estimated cost in three orders.

OR

d) Four similar completed works of obtaining Final forest approval from forest dept for EHV transmission line costing not less than the amount of each equal to 30 % of the estimated cost in four orders.

Note-- For all above works, satisfactory work completion certificate is mandatory.

### **3. Other Requirements: -**

- i. Copy of Labor insurance against workman compensation act for the labors required for the work.
- ii. The bidder should be registered under P.F.Act. And have to submit copy of last EPF paid challan .
- iii. Joint Venture is not allowed for this tender.

4. Notwithstanding anything stated above, the MSETCL's decision in this regard shall be final.

5) Right to cancel any or all the tender offers without assigning any reason thereof is reserved by the undersigned.

For such cancellation the Bidders shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

6) The rates quoted should be firm and price variation will not be applicable. The offer quoted shall be valid for 120 days.

### **7) DISQUALIFICATION: -**

The quotations may be disqualified in the following conditions:-

- i) Disclosing untrue and/ or false information, or withholding information or part of information.
- ii) Record of poor performance such as unsatisfactory work or abandoning the work etc.
- iii) Financial short comings, or failures in past contracts.
- iv) Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.

### **8) ADDITIONS / ALTERATIONS PROHIBITED: -**

Any additions, alterations or changes in the enquiry form and the conditions of enquiry and supply including the description, specifications of material mentioned shall not be made by bidder.

## **9) SITE VISIT:**

Information about the work given in specification is purely tentative and may change during actual execution. The Bidder is advised to visit and examine the sites of work and their surroundings and obtain for himself, at his own risk and cost, all information that may be necessary execution of the work, at the Bidder's own expense.

## **10) INSTRUCTIONS TO BIDDERS:**

The bidder must also satisfactorily demonstrate that, it has the personnel for the key positions required to carry out the works, and it has access to minimum levels of key plant, equipment's and machinery that are required to complete the power transmission sector works within the stipulated time for completion, and that its proposals regarding work methods, scheduling and mobilization of resources are adequate to demonstrate the Bidder's capability to complete the works in accordance with the specifications and work completion schedule that its understanding of the requirements of the contract is clear and unambiguous. Any unsatisfactorily assessment of this requirement may lead to the bidder being evaluated as technically non-responsive.

## **11) AWARDING OF CONTRACT:**

The MSETCL is not bound to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past record will carry due weightage while arriving at the decision.

## **14) SIGNING OF CONTRACT AGREEMENT:**

The contractor shall enter into a contract agreement with the MSETCL within seven days from the date of receipt of work order. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. The necessary stamp duty for the agreement shall be borne by the contractor

## **15) SECURITY DEPOSIT:**

The agency shall have to pay the prescribe Security Deposit amounting to 5% of the total value of the contract in the form of cash or D. D. of any nationalized / Schedule bank in the name of Executive Engineer, EHV Projects Division, Amravati payable at Amravati. The same will be refunded to you after the satisfactorily completion of the work.

## **16) PROJECT COMPLETION TIME: -**

The Successful bidder will have to complete the entire work in all respect within 40 days from the date of issue of Work order.

## **17) TIME THE ESSENCE OF CONTRACT: -**

a) The time stipulated in the contract for the completion of the work shall be deemed to be the Essence of the Contract. The Contractor shall so organize his resources and perform his work so as to complete the work within stipulated time period.

b) The Contractor shall submit the activity wise bar chart within 7 days, consisting of adequate number of activities covering various key phases of work. Also clearly indicating the completion period for various groups of activities. This bar chart shall also indicate the interface facilities to be provided by MSETCL and the dates by which such facilities are needed. The contractor shall discuss the bar chart so submitted with the MSETCL and the agreed bar chart which may be in the form as submitted or in revised form in line with the outcome of discussion shall form the part of the contract. During the performance of the contract, if in the opinion of the Engineer In-charge progress is not maintained, suitable changes shall be made in the contractor's operation to ensure proper progress

c) The above bar chart shall be reviewed and the daily progress report shall be submitted by contractor as directed by the Engineer In-charge.

## **18) RESPONSIBILITY OF THE CONSULTANT:**

a) The consultant shall have to make his own arrangements for travelling boarding, lodging etc to the site including visit to office of DFO, RCCF, PCCF Office, Office of MOEF, Govt. of India, New Delhi & any/all other govt. offices related to above job, the cost of which should be included in financial proposal/price bid. Identification, allocation, demarcation& posting of pillars with GPS reading, drawl of suitability certificate, facilitate preparation of scheme for transfer & mutation of additional non forest govt. land for compensatory

afforestation shall be responsibility of the Consultant. Enumeration of trees, preparation and obtaining approval of WLMP if required shall be responsibility of the consultant.

b) All the corrections / compliances on deficiencies pointed out by the authorities should be duly complied by the consultant within time stipulated by the authorities concerned.

c) The liaison required for the purpose should be exclusively done by the Consultant.

**19 ) Payment schedule** -50 % payment will be effected after submission of proposal with required document to the concerned authority and balance 50% payment will be effected after receipt of final approval from forest authority.

## **21) SPECIAL CONDITIONS:**

The Bidder shall get fully informed/apprised himself of the status of the project which may have any effect on execution of work covered under the Bid document and specification, MSETCL shall not entertain any request for clarification from the Bidder regarding such ground conditions. It must be understood and agreed that all the attributes have been properly investigated and considered while submitting the Bids.

No claim for financial adjustment to the contract shall be entertained by MSETCL. On this account, neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by MSETCL, which are based on the lack of clear information. However sufficient justification up to the satisfaction of management may be put up for consideration of extension of contract period.

The work should be carried out strictly, in line with the format and guideline under Forest Conservation Act, 1980 & Amendments made thereafter and as per the laid down procedures of GoM & GoI, in general and recent decisions by the Apex Court in particular.

## **21) MAINTENANCE OF PROGRESS REPORT:**

The Consultant is to report progress of work to the Add. Executive Engineer, MSETCL on daily basis and impediments if any shall be reported forthwith to work out a solution thereof.

Timely processing & grant of Forest Diversion Proposal from MOEF, Govt. of India under F.C.Act,1980 is the essence of the contract.

## **22) TAX DEDUCTED AT SOURCES:**

Income Tax and other taxes/ levies will be deducted as applicable.

## **23) ESCALATION:**

The rate shall be firm and fixed during the tenure of contract and no escalation shall be allowed. The Consultant shall at his own cost, comply with the amendments if any in Forest Conservation Act 1980 pertaining to processing of the proposal for obtaining forest clearance during the period of contract without any financial liability on the Company. However, this excludes statutory payments to be made by the company.

## **24) GENERAL CONDITIONS OF CONTRACT:**

1. The price shall be inclusive of all works, tasks, studies all other Subsidiary or Complementary Statutory clearances from the required statutory authorities, all taxes, levies, duties, Insurance, etc. to obtain the Approval of Diversion of Forest Land from MoEF, except the statutory payments to Govt. to acquire Forest Lands, Forest dues (NPV, cost of CA, cost of CA Land, penalty cost if any , any other cost imposed by MOEF towards study, protection, conservation of wild life/ protected areas etc and towards implementation of wild life, biodiversity plan, conservation plan if any etc.) and service Charges, if payable, shall be borne by MSETCL.
2. The price shall be inclusive of all revisions/proposals required till the finalization of the job to the entire satisfaction of the CMD, MSETCL or his duly appointed representative.
3. Any error or mistake in the nomenclature, unit can be corrected at any stage by the competent Authorities.
4. The Consultant shall be required to sign the contract agreement within seven days of the intimation of the acceptance of bid to him. Failure on their part to do so may result in invalidation of the contract and forfeiture of earnest money.

5. The time allowed for carrying out the job as entered in the bid shall be strictly observed by the Consultant and shall be reckoned from the date on which the order to commence the job is given to the Consultant.
6. If the Consultant shall desire an extension of the time for completion of the job on the grounds of his having been unavoidably hindered in its execution or on any other valid and genuine ground, he shall apply in writing to MSETCL, on account of which the Consultant desires such extension as aforesaid but before the expiry of the time limit and MSETCL or his authorized representative(s) shall, if in his opinion which shall be based on objective reasons in writings, may grant such extension or refuse such extension as per MSETCL procedure and power delegations.
7. Consultant shall depute only competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. CV of the persons who are performing the works are to be furnished by the Consultant to MSETCL in prescribed format as per Annexure-II.
8. The scope of work can be increased or decreased according to the requirements.
9. Consultant will provide required copies of properly bound documents and reports as required under Forest Conservation Act, Wild life protection Act, FRA, 2006, Environment Protection Act, R&R Policy and other allied acts, rules, notifications and guidelines etc. for submission to Forest Department, Maharashtra, MSPCB and MoEF for obtaining Forest and Environmental Clearances including extra copies required to be sent to the members during compliance. The consultant will also provide all reports in soft copies (on External Hard Drives and CDs/DVDs).
10. Two final copies of the reports shall be submitted to MSETCL for record and Reference.
11. The Consultant shall arrange presentations for all statutory authorities as per need to obtain the Forest Clearance. Nothing extra on this account shall be paid to the Consultant/ as it is an integrated and Comprehensive Job. Any additional scientific study required by the statutory authorities of Forest shall be borne by the Consultant at his cost.
12. The report should be complete in all respect, the Consultant shall attend to the observations raised by FD Maharashtra, MSPCB and MoEF within 10 days of such observations and will be responsible for facilitating to obtain the Forest clearance of the project within the prescribed time as per the contract.
13. All the documents created out of the assignment will become the sole property of MSETCL.
14. The Consultant is required to complete the assignment and take necessary instructions from the concerned officers of the corporation on the subject from time to time. Any instructions given from time to time are required to be followed in the interest of completion of the work. Any dispute arising on the implementation of the assignment the decision of the Chairman of the corporation shall be final and binding.
15. The Consultant shall abide by the relevant Act like Minimum wages, Employees Provident Fund, ESI etc. and Rules and Regulations in force of the state of Maharashtra from time to time for the labour employed in the work. The Consultant shall be fully and solely responsible for any compensation/ fine that may be imposed for violation of the said Rules/Regulations/Act.

Note: All reports and copies required as mentioned above shall be coloured and properly bound as per the prescribed formats of MoEF, GoI, FD Maharashtra, MSPCB and MSETCL.

All the above terms and conditions of the Bid notice and Bid document are acceptable to us.

**25) FORCE MAJEURE: -**

Only the following conditions shall be considered for the purpose of this clause.

- i) Natural phenomena such as floods, draughts, earthquakes, epidemic etc.
- ii) Acts of any Government, domestic or foreign, such as war (declared or undeclared), priorities, guarantees, embargoes etc.
- iii) The party affected by 'Force Majeure' shall within 15 days of the occurrence of such a cause, notify the company in writing with sufficient documentary proof.

## **26) LIQUIDATED DAMAGES:-**

a) If the contractor fails to complete all the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.

b) The Liquidated damage shall be levied at the rate of ½ % (Half Percent) on the total contract price per week of delay, subject to the maximum of 10 % of the contract price with 18% GST extra on liquidity damage calculated amount for the entire scope of work.( for details refer Circular No. MSETCL/F&A/CA/DATE: 01.11.2018)

c) In case of such delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at bidder's risk and cost.

## **27) CO-ORDINATION MEETING: -**

a) The Co-ordination Meeting between the MSETCL and Contractor shall be held from time to time at the discretion of the MSETCL, to monitor the works.

b) The Contractor will also be called upon to attend to design Co-ordination meeting with MSETCL, other contractors and consultants during the period of contract.

c) The Contractor shall attend all these meetings at his own cost as and when required and fully co-operate with the MSETCL and other agencies involved during these discussions.

28) All royalties and all local and other Taxes/duties etc, shall be paid by the Contractor at his cost.

29) If the Contractor fails to execute the work, it will be treated as breach of contract & contract will be terminated and order will be canceled by forfeiting the EMD/security deposit.

## **30) APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT: -**

Notwithstanding anything stated here, the Board's General Terms & Conditions of Contract shall be applicable to the contract as far as they are applicable to your contract.

**31) TERMINATION OF CONTRACT: -** The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of the breach of contract in any respect or undue delay in execution of works /starting of the works.

32) The above work will be executed under the Supervision of Add. Executive Engineer, EHV S & I Sdn, Amravati

33) In case of any dispute arising out of your contract, it will be in the jurisdiction of Amravati only.

Thanking you.

Encl: - Schedule 'A'

**Yours Sincerely**

**(SD)**  
**(S.W.Sherekar)**  
**EXECUTIVE ENGINEER,**

## **Copy s.w.r.to :**

The Superintending Engineer, EHV Project Division, Amravati

Copy to :-

1. The Add. Executive Engineer, S&I Sdn, Amravati
2. The Manager (F&A), EHV Projects Division, Amravati.
3. Notice Board.

## **Schedule A**

<b>S. N</b>	<b>Particulars of Item</b>	<b>Forest involved in Ha (Quantity)</b>	<b>Unit</b>	<b>Estimated Amount in Rs. (including GST)</b>	<b>Offered Rate</b>	<b>GST</b>	<b>Total offered Rate in Rs.</b>
1	Preparation of forest proposal and submission to competent authority for obtaining preliminary and final NOC from forest Department for 0.45 Hectare forest land involved in the route of 132 KV LILO line on 132 KV Yavatmal-Yavatmal MIDC line at 132 KV Darwha S/Stn under the jurisdiction of EHV Project Division Amravati.	0.45 ha	per line	298700/-			
				<b>298700/-</b>			