



CIN No. U40109MH2005SGCI53646
GST no.27AAECN2936N1Z2

<https://srmetender.mahatransco.in>

Re-Enquiry No. EE/400 KV/RS
DN./LONIKANDII/2021-22/ET-07/ 257
DATE: 13.09.2021

RFX No. 7000020923

Providing and fixing of silica gel (orange and blue) with breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand-II S/Stn.

Amount : Rs. 1,90,026.00 /- inclusive of 18% GST and other charges

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD..

400KV R.S. (O&M) Division,Lonikand II.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD..**400KV R.S. (O&M) Division,Lonikand II.****INDEX****1. E-Enquiry No : - EE/400 KV/RS DN./LONIKAND II/2021-22/ET-07/257 DATE: 13.09.2021****2. Name of work:- Providing and fixing of silica gel (orange and blue) with breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand II S/Stn.**

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MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**400 KV RS. DIVISION, Lonikand II**

Enquiry No. : EE/400 KV/RS DN./LONIKAND II/2021-22/ET-07/257
Date: 13.09.2021

RFX no. : 7000020923 **Date:**13.09.2021

Enquiry Name : Providing and fixing of silica gel (orange and blue) with
(Brief Description of work) breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand-II S/Stn.

Time period : Work to be completed within 30 days after handing over of Site and contract will be valid for 12 months

Estimated Cost : Rs. 1,90,026.00 /- (Rs. One Lakh Ninety Thousand and Twenty Six Only) Inclusive of all Taxes.

Tender Fee : Rs. 100/-+GST(Non Refundable)

EMD : Rs.5,000 /- Refundable

Tender Type : Two Bid

Download of Tender documents : 13.09.2021 18:00 hrs to 20.09.2021 upto 11:00 hrs.
Date and Time

Technical Bid Opening : 20.09.2021 11:30 Hrs. (If Possible)

Commercial Bid Opening : 20.09.2021 at 13:00 Hrs. (If Possible)

Last Date of Submission online : 20.09.2021 up to 11:00 Hrs

Contact : Mr. V. M. Rathod
Executive Engineer
ee6190@mahatransco.in Mobile No.8669989333

Office :- Office of Executive Engineer
400 kV RS Division ,Lonikand II
Lonikand II 412216 Ta: Haveli Dist: Pune

RE-Enquiry Notice**EE/400 KV/RS DN./LONIKAND II/2021-22/ET/ 07/257****DATE: 13.09.2021**

MSETCL invites online bids (E-Tender) from registered contractors / agencies on Mahatransco E-Tendering [website https://srmetender.mahatransco.in](https://srmetender.mahatransco.in) for following works,

Sr. No.	Tender No. & Description of Work	Due date & Time (Hrs) for submission & opening of Tender
1	Enquiry No. EE/400 KV/RS DN./LONIKAND II/2021-22/ET-07/ 257	DATE:13.09.2021
	RFX No:7000020923	DATE: 13.09.2021
	Providing and fixing of silica gel (orange and blue) with breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand-II S/Stn.	Download of tender documents Date 13.09.2021 18:00 hrs to 20.09.2021 upto 11:00 hrs

	Estimated Cost (Rs.)	EMD (Rs.)	Tender Fee (Rs.)	Closing Date	Technical opening Date	Commercial opening Date
1						
2	₹ 1,90,026/-	5000/- (Refundable)	100/- Excluding GST(non refundable)	20.09.2021 11:00 Hrs.	20.09.2021 11.30 Hrs. if possible	20.09.2021 13.00 Hrs. if possible

Note :-

All eligible interested contractors are mandated to get enrolled on E-Tendering portal (<https://srmetender.mahatransco.in>).

Contact Person :

The Executive Engineer mob no. **8669989333** , Dy.Exe. Engineer (O), Mob No. 8459043800
For further details visit to website <https://mahatransco.in/>

1. Relevant portions of the Tender which the tenderers have to fill online would be available on aforesaid web site.
2. Tender documents can be downloaded from aforesaid website.
3. Eligible contractor / 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. Agency are required to re-bid for this tender (who as earlier submitted bid online) in case of any corrigendum is made, as earlier bids will be invalidated after creating the corrigendum.

Note : All eligible interested contractors are mandated to get enrolled on srm e-Tendering portal

contact: (<https://srmetender.mahatransco.in>).

Sd-/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II

1. Introduction:

Maharashtra State Electricity Transmission Company Limited (hereinafter referred as MSETCL) is inviting SRM E-Enquiry for **Providing and fixing of silica gel (orange and blue) with breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand-II S/Stn.** from the reputed agencies registered under appropriate class/laws and who are meeting the qualifying criteria mentioned hereunder.

2. Requirement:

E-Enquiry in the prescribed format are invited from the agencies having experience of **Similar work**. The contract will be for a period of one year or till the requirement exists whichever is earlier. MSETCL will also take into consideration the performance of the contesting agency / agencies in the past at the time of deciding their eligibility. Further, MSETCL has the right to review the performance of the agency / agencies at regular intervals during the contract period to decide whether contract to be continued or not. The selected agency / agencies shall be asked to provide required service as indicated in Schedule A.

3. Technical & Financial Qualifying Criteria for the Bidder

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

I] **Technical (Part-I)** - This should contain following documents certificate/as a proof of qualifying pre-requisites, brochures, attested certificates etc.

Qualifying bid :- The following documents shall be attached with the qualifying Bid of Tender without which the price bid will not be opened.

Sr. no.	Documents description
1.	Full name of the company/firm, Bank name & full address, Bank account number, contact details
2.	EMD & Tender fee paid details.(Transaction ID generated for online EMD & tender fees.
3.	S.S.I. / N.S.I.C. Certificate , If exempted from EMD payment . (Please read note of EMD Payment)
4.	Proof of income tax return fill up (acknowledgement of income tax return) of last 2 Financial year.
5.	Valid copy of Shop Act License/NOC of Gram panchayat self-attested (If not applicable Shop Act Intimation letter and undertaking needs to be submitted on letter head of firm/company regarding total no. of employee working under firm/company)
6.	Valid Electrical contractor certificate
7.	PAN Card Xerox
8.	Valid Registration under GST .
9.	The Bidder should have experience in work of providing and fixing of silica gel or Errection of ICT (400/220 kV ICT of Minimum 105 MVA capacity). Certificate of performance/work order of mentioned work in power sector of state government or central government, Public/Private Limited company.
10.	Declaration regarding not been blacklisted/ non forfeiture of EMD/ Security.

All the above documents should valid during bid validation period as well as contact period If the validity of any of above documents is expired then the agency should renew the validity of documents.

Two bid system should be followed for submitting the offer. Uploading of required documents shall be done on MSETCL's SRM E-tender website <https://srmetender.mahatransco.in>. The bidder should attach the file in .PDF , .JPG format and file size should not be more than 20 mb . The file should be named.

Note : Payment of EMD

" Firm/Bidder has to pay EMD , irrespective of S.R.M. System ask for the same or not in following cases .

1. If S.S.I. / N.S.I.C. Certificate do not indicate Material /Services required against present Tender.
2. 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 E.M.D. exemption. If required E.M.D. is not paid by the bidder , the offer is liable for rejection."
3. The bidder should attach the EMD transaction proof .If not attached then it can be liable for rejection.

II)Commercial (Part-II) – PRICE BID

3.2.1.

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.

Bidders to submit their response as under:

- a. **enter basic price [including freight, packaging & forwarding, insurance etc.] in ex-works field**
- b. **enter prevailing rate of GST in vat% field as follows:-**
 - 1 **in case SGST and CGST is applicable, the summation of these taxes [SGST + CGST] to be entered in the vat% field**
 - 2 **in case IGST is applicable, the same to be entered in the vat% field**

bidders who will submit their response prior to issuance the GST , failing which their offer is liable for rejection .

The lowest one (L1) bidder will be decided on the basis of rates offered in the Financial Bid by the bidder inclusive of all taxes/profit margins etc. including GST.

3.2.2.

Tender with incomplete details not submitted on prescribed tender form etc. are liable for rejection. This office will not be responsible for delay due to website problem. Therefore, bidder should submit their offer as early as possible without waiting of last date .

This office reserves the right to reject any or all tenders without assigning any reason thereof.

3.2.3.

Discount on any account such as quantitative discount, payment discount etc. will not be entertained. As such, rate should be on firm quotation basis.

3.2.4.

The contract or any part there of shall not be sublet without the written Permission of the EXECUTIVE ENGINEER, 400KV R. S. Division Lonikand II.

3.2.5

The Maharashtra State Electricity Trans. Co. Ltd. or their Office who accept the tender shall have the right to reject all or any of the tenders fully or partly and will not be bound to accept the lowest or to assign any reasons, whatsoever for the rejections of any tender or all tenders.

3.2.6.

These instructions to Bidder shall also form a part of contract.

3.2.7

The quantities mentioned in the Schedule 'A' are approximate and likely to vary. The payment will be effected on the actual quantities executed. No claim will be entertained for the reason that the executed quantities are in excess or in- defect than the quantities mentioned in the Schedule 'A'. No rate revaluation on any reason can be done and price evaluation clause is not applicable to this contract.

3.2.8

Notwithstanding anything stated herein, the M.S.E.T.C.L.'s general terms and conditions of contract shall be applicable to this contract.

Sd-/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II

SRM E-tendering System of MSETCL is now GST Compliant.

The procedure to submit the bid is as under:

- 1) The Pricing Conditions have to be entered for all the Items. The % GST applicable (Tax Code) as per HSN/SAC has to be selected by the Bidder from General Data Tab under Item Details [Refer the below Table]. Alternatively, these changes can be easily carried out by Download/Upload Template functionality on the Response Page.

Sr. No	Vendor	TAX CODE	TAX RATE	DESCRIPTION
1	Vendor within Maharashtra	T0	0%	GST Purchase 0%
2		T1	5%	GST Purchase 5% (SGST+CGST)
3		T3	12%	GST Purchase 12% (SGST+CGST)
4		T5	18%	GST Purchase 18% (SGST+CGST)
5		T7	28%	GST Purchase 28% (SGST+CGST)
6	Vendor Outside Maharashtra	T0	0%	GST Purchase 0%
7		T2	5%	GST Purchase 5% (IGST)
8		T4	12%	GST Purchase 12% (IGST)
9		T6	18%	GST Purchase 18% (IGST)
10		T8	28%	GST Purchase 28% (IGST)
11	Vendor within Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
12		E1	5%	Reverse charge on expenses 5%(SGST+CGST)
13		E2	12%	Reverse charge on expenses 12%(SGST+CGST)
14		E3	18%	Reverse charge on expenses 18%(SGST+CGST)
15		E4	28%	Reverse charge on expenses 28%(SGST+CGST)
16	Vendor Outside Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
17		E5	5%	Reverse charge on expenses 5%(IGST)
18		E6	12%	Reverse charge on expenses 12% (IGST)
19		E7	18%	Reverse charge on expenses 18% (IGST)
20		E8	28%	Reverse charge on expenses 28% (IGST)

- 2) After filling all the prices and Tax code, confirm.
- 3) Save and submit the response.

Bidders are requested to take note of above and submit their offers accordingly.

In case of any difficulty, please refer the revised version of "Guidelines to Submit eTenders", Contact MSETCL Contact Person indicated in the RFx or reach us at sradmin@mahatransco.in

Sd-/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II

TERMS AND CONDITIONS

4.1. Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail .The bidder should answering the all question ask in SRM tendering in Yes /No. along with comments if asking

- a. In comments must submit the information in prescribe format
- b. If the answer is yes for question then should attach the necessary documentary proof

4.2 Fixed Price

The Financial offer shall be on a fixed amount/ value of order basis, inclusive of all taxes. No price of work order variation should be asked for relating to increase in material / labour cost, taxes, price variation, etc.

4.3. Information about Bid Process

For the smooth bid process, the information regarding bid process and / or any change if any, shall be displayed **only on website** as and when required. All the prospective bidders are suggested to take cognizance of the same.

4.4 Submission of E-Tender Offers

Online submission of tender document will be **on or before on 20.09.2021 at 11:00 Hrs.** MSETCL may, at its discretion, extend this deadline for submission of offers by amending the tender document. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable will be rejected.

4.5. Validity of Bids

All the bids will be valid for a period of 120 days from the date of tender opening for placing the initial order. If necessary, MSETCL may give extension in the bid validity period beyond 120 days. This may extend for further 45 days. No request will be considered for price revision during the contract period. However, after selection of bidder, the successful bidder failed short to satisfy the requirement of the company and he is required to be removed, the rest of the bidder may be consider for selection for the rest of contract period on the same rates quoted by the bidder.

4.6. Evaluation of Bids

a) Preliminary Scrutiny

- i) Prior to the detailed evaluation, MSETCL will determine the substantial responsiveness of each offer to the bid documents. For purpose of this clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the tender documents without any material deviations. The MSETCL's determination of an offer's responsiveness will be based on the contents of the bid offer itself without recourse to extrinsic evidence.
- ii) MSETCL reserves the right to waive any minor infirmity or irregularity in offer, if it is curable and is in the interest of the organization (MSETCL). The decision of MSETCL in this regards shall be final binding on all bidders.

b) Technical Evaluation

- i) The two-stage selection procedure shall be adopted for evaluation of the bids .In the first stage, the Technical bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC) comprising technical evaluator and commercial evaluator .
- ii) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications mentioned in technical & financial qualifying criteria. Bids of the agencies, not

satisfying the eligibility criteria shall be rejected and no further evaluation /deviation of bids of these agencies will be done.

iii) For the agencies which meet the prequalification criteria, the TEC would examine the technical details and may ask for additional information from the bidders if required through the deviation in SRM. Deviation will call only for documents are attached by agency but not readable condition . But if the agency has attached the file which has been not comfortable to opening or corrupt file attached by agency then deviation will not be called . On request from the TEC, the bidding agencies may have to produce additional information. To speed up the tender process, MSETCL at its discretion may ask for any technical clarification to be submitted by means of SRM deviation process by the bidder. In such cases, original copy of the document describing the technical clarifications must be sent to MSETCL by means of courier / in person if required . The time limit, in which the bidders' have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.

iv) MSETCL will not accept conditional bids.

v) MSETCL reserves the right to accept or reject any tender offer, and to recall the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the MSETCL's action.

vi) The bids of firm quoting impracticably low or nil service charges are liable to be rejected on technical grounds.

c) Financial Evaluation

i) Commercial bids of only the technically qualified bidders shall be opened after completing the technical evaluation of bidders.

ii) A Tender Evaluation Committee (TEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format shall be rejected.

iii) The lowest total amount for all kind of services quoted by any one bidder in the comparative chart will be selected and contract will be awarded. The individual lowest rate of service items will not consider.

iv) In case same rates quoted by two or more agencies, the work order will be issued on based on equally divided, In such case, the order may divide/split in that bidder subject to receiving the consent from bidder. The final decision will be taken by tendering authority and which will bind to all bidder.

v) GST (SGST + CGST +IGST) at the prevailing rates shall be payable by MSETCL on production of documents of its submission with the concerned authority.

vii) TDS will be deducted as per prevailing Income Tax Laws and certificate to his effect shall be provided to the agency by MSETCL. The responsibility of paying the GST as per prevailing rates and as claimed in the bill amount, will be of the agency.

viii) In case, the agency fails to comply with any statutory duties & liabilities and taxation liability under appropriate law, and as a result thereof the MSETCL is put to any loss/obligation, monetary or otherwise, the MSETCL will be entitled to get itself reimbursed from the condition and for the same the outstanding bills/ performance security bond to the extent of the loss or obligation in monetary terms.

ix) The Executive Engineer 400KV R.S.Division Lonikand II , MSETCL reserves the right to withdraw /relax any of the terms and condition mentioned above so as to overcome the problems encountered at a later stage.

4.7 Award Criteria:

- i) On written communication from MSETCL for having qualified for providing manpower to MSETCL,
the agency shall sign the contract (letter of award) within 15 days of such communication.
Failing
which the offer shall be treated as withdrawn and EMD will be forfeited.
- ii) The agency selected for this tender work shall give **Security Deposit of 3%** of contract value in cash/D.D./FDR /A/c payee cheque . On receipt of **Security Deposit** towards Security Deposit
the EMD of the empanelled agencies will be returned. MSETCL will have the right to forfeit the Security Deposit without assigning any reasons if performance of the agency is not found up to the mark.
- iii) The cost of stamp duty Rs.500/- payable as per Mumbai Stamp Duty Act 1958 towards work contract shall be borne by the agency for execution of agreement after awarding of tender .
- iv) MSETCL reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

5. Payment Terms

- i) The services to be provided shall be on monthly basis and as per work schedule i.e. The payments to the agency will be made on monthly basis.
- ii) The payment towards services provided by the agency shall be made by MSETCL **within reasonable time** from the date of submission of the bill/ invoice in triplicate by account payee cheques the agency along-with all necessary documents showing payments made by him to these persons and having made the compliance of the rules of the relevant statutes. The payment towards services provided shall be made after recording in the SAP ERP System on monthly basis. Payment will be subject to verification of proof that the agency has made payment of all statutory dues and complied with all other statutory provisions. No other charges or claims on any account whatsoever shall be payable by the company other than as mentioned in the (Financial Bid). The company shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.
- iii) All payments to agency shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income- Tax Act, 1961 and other taxes if any as per Government of India rules.
- iv) The agency will submit pre-receipted bills in triplicate by the 05th day of every quarter after fulfilling the following conditions:
- v) The Engineer In charge Engineer will provide duly certified joint work measurement sheets of the services provided by agency at every quarter.

6. General Terms & Conditions

6.1. General Conditions

i) **Statutory compliance:** The selected agency shall specifically ensure compliance of various Laws/Acts, including following Laws / Acts, and their enactments / amendments / modifications, if any.

i. The Payment of Wages Act, 1936

ii. The Employees' Provident Fund Act, 1952

iii. The Bombay Shops and Establishment Act, 1948

iv. The Contract Labour (Regulation and Abolition) Act, 1970 and Rules there under

v. The Payment of Bonus Act, 1965

vi. The Payment of Gratuity Act, 1972

vii. The Employees' State Insurance Act, 1948

viii. The Employment of Children Act, 1938

ix. The Minimum Wages Act, 1948

x. The Maharashtra Workmen Minimum HRA Act, 1983

xi. The Bombay Labour Welfare Fund Act, 1953

xii. Any other relevant Act / Rules in force

ii) The bidder should submit the details of partnership deed or joint venture or proprietorship deed or Article/Memorandum of Association etc. as the case may be.

iii) The selected agency shall not, without MSETCL's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of MSETCL in connection therewith, to any person other than a person employed by the agency in the performance of the contract. Disclosure to any such person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

iv) The selected agency shall not outsource the work to any other associate / franchisee/third party under any circumstances. If it so happens then it would amount the breach of conditions and ground for termination of contract including forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders also).

v) MSETCL may, by written notice sent to the selected agency, terminate the work order and/or the contract, in whole or in part, at any time as per the requirement or change in circumstances in MSETCL. MSETCL reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed services.

vi) The contract will be for a period of one year or till the requirement exists, whichever is earlier. The contract will be automatically stand terminated as soon as the period of contract or contract value is over. No separate notice will be issued for the termination of the contract. Further, the MSETCL reserves right to extend the period of selected categories for more than one year (not exceeding maximum period of 6 months or 50% of contract value whichever occurs earlier) on the same terms and conditions. The successful bidder is bound to accept such extension orders.

vii) The successful bidder will have to pay **Security Deposit @ 3%** of order value of contract. The Security Deposit shall be paid by Demand Draft / FDR drawn on any Nationalized Bank in favour of The Executive Engineer 400KV R. S. Division **Maharashtra State Electricity Transmission Company Limited** Lonikand and payable at Koregaon Bhima Pune at par or in cash at 400KV Lonikand I. No interest will be paid against S.D amount by this office .

viii) The terms and conditions stated in this Tender notice are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tender conditions and the bidders are bound to accept the same. If any condition appearing herein

contradicts the standard terms and conditions for works, the conditions mentioned herein will supersede the standard conditions.

ix) Tenderer shall make arrangement to deploy one person as supervisor to monitor his work force without any extra cost to the Company.,

6.2. Security

The tenderer shall ensure that all his personnel, while in the premises of the company; comply with the company's rules and regulations regarding safety, security, discipline and good conduct

6.3. Indemnity

The agency will indemnify MSETCL of all legal obligations of its personnel / professionals deployed for MSETCL. In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and you will have to make good of the losses so incurred to MSETCL, otherwise the same will be deducted from the security deposit or from the payments.

6.4. Providing Services / Support

i) The agency personnel shall be required to provide services/support as specified by MSETCL. In case any personnel of the agency is found engaged in doing any work other than the above or found not useful for the specified job, the agency shall withdraw him/her from service and arrange for replacement immediately at their own cost.

ii) The agency shall be responsible for any damage to equipment's, property and third party liabilities caused by acts on his part of/ on part of its deployed manpower at MSETCL's premises. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use.

iii) MSETCL stands absolved from any liability on account of death or injury sustained by the concerned personnel during the performance of this contract and also for any damages or compensation due to any dispute between the agency and its personnel.

iv) The personnel shall maintain office decorum. They shall be courteous, polite and cooperative and able to perform the duties with due diligence. They must observe all the etiquette and protocol while performing the duty. The agency shall verify the character antecedents before deploying any person at MSETCL.

v) Any extra expenditure for getting the work done from other agencies /open market due to the failure of the agency to provide support within the scheduled time as mentioned in the contract / work order will be recovered from the agency through security deposit or pending bills or any other dues payable to the agency by raising claims.

vi) MSETCL reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of MSETCL will be final in this regard.

vii) This contract is a contract for services and there is no express or implied relationship of employer and employee between agency's employees' representatives and the MSETCL.

viii) The agency shall provide the required service within the period specified in the requisition of the company otherwise the penalty of 0.5 % per week of the value of contract not provided in time will be levied subject to maximum 10% of order value. In case agency fails to provide service to the MSETCL, the contract to agency will be terminated and security deposit will be forfeited. Recovery will also be done for work got done from alternate sources at the risk and cost of the defaulting agency.

ix) JURISDICTION:

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

6.11 Termination for Insolvency & default**6.11.1. Termination for Insolvency**

MSETCL may at any time terminate the work order / contract by giving written notice of one month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

6.11.2. Termination for default

i) Default is said to have been occurred –

a. If the agency fails to deliver any or all of the services within the time period(s) specified in the contract / work order or any extension thereof granted by MSETCL.

b. If the agency fails to perform any other obligation(s) under the contract / work order.

ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from MSETCL (or takes longer period in spite of what MSETCL may authorize in writing), MSETCL may terminate the contract / work order in whole or in part. In addition to the above, MSETCL may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate MSETCL for any extra expenditure involved towards support service to complete the scope of work totally.

6.12 Force Majeure

i) Force majeure clause shall mean and be limited to the following in the execution of the contract / work order placed by MSETCL:-

a. War / hostilities.

b. Riot or Civil commotion.

c. Earthquake, flood, tempest, lightning or other natural physical disaster.

d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agency, which prevent or delay the execution of the order by the agency

ii) The agency shall advise MSETCL in writing, duly certified by the local concerned authority, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MSETCL reserve the right to cancel the contract / work order without any obligation to compensate the agency in any manner for whatsoever reason.

Sd-/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II

ANNEXURE – I

(Declaration to be given by the Bidder on official Letter Head)

Declaration regarding not been Blacklisted in the past and / or EMD / Security

Deposit / Bank Guarantee not forfeited

DECLARATION

I Shri/Smt. do hereby state and declare that M/s.

...../ I am have not been Black Listed by any State /

Central government institution / PSU or any Private Organization in the past. Further, my EMD /Security

Deposit / Performance Security Deposit / Bank Guarantee etc. have not been forfeited by MSETCL or

any other State / Central Government Department or Public Sector Undertaking.

Place:

(Signature & Seal of the Tenderer)

Date:

UNDERTAKING

To,
The Executive Engineer
Maharashtra State Transmission Co. Ltd.
400KV R.S O&M Division , Lonikand II

Dear Sir,

I / We agree to execute the mentioned in the above tender at the rates herein tendered by me/us . I / We have carefully read and which I / We have thoroughly understood and to which I / We hereby agree.

I / We hereby agree to keep this offer open for 120 days from the opening date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,
Seal and Signature of the Bidder

Date :

Address:

Contractor Bank Detail for Re fund of EMD**AGREEMENT FORM**

This agreement made at _____ on the date of _____ between _____ hereinafter called 'The Contractor' which expression shall unless excluded by or repugnant to the context include its successors or permitted assigns of the one part and the Maharashtra State Electricity Transmission Co. Ltd. (hereinafter called 'The Company' which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part. Whereas The Executive Engineer, 400kV R.S O & M divisions, Lonikand II of Maharashtra State Electricity Transmission Co. Ltd. invited tenders according to the power held by him as per rules ---

-----, in accordance with the plans and specifications annexed there to and WHEREAS the said bid was accepted by the Maharashtra State Electricity Transmission Co. Ltd. under the Work Order No. _____ dated _____ placed with the said contractor on the terms and condition specified in the tender & aforesaid work letter of the Company and on the conditions of the contract as specified in the tender.

NOW THIS AGREEMENT witnesses and it is hereby agreed and declared as under :

1) In consideration of the value of the work (contract) Viz. ₹.

_____ (₹. _____) placed with contractor on the terms and conditions specified in this contract the contractor hereby covenants with the company that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described or which are implied there from or may reasonably be necessary for the completion of the said work within and at the time & in manner and subject to the terms & conditions and stipulations contained in this contract and the Company shall pay to the contractor all the sums of money as and when become due and payable under provisions of contract.

2) The Contractor shall undertake for ----- as per specification and bid accepted by the company vide letter No. _____ and will complete the same in the stipulated period in accordance with the plans and specifications and conditions in the bid & specification.

3) The contractor shall complete the work as per the terms and conditions specified in the company letter No. _____ dated _____.

4) The Contractor shall indemnify the company for all claims of injury caused to any person whether workman or not while in or upon the works or the site and the Company shall not be bound to defend claim brought under the Workmen's Compensation Act and the contractor shall be liable for any such claims.

5) The Company's aforesaid letter along with tender submitted by the contractor along with the plans and specifications and contractor's acceptance letter No. _____ The said papers has listed below are signed by : 14

1) Shri.

2) Shri.

3) Shri.

for and on behalf of the contractor and The Executive Engineer, 400kV R.S O & M divisions, Lonikand II on behalf of Company.

List of Documents forming the Schedule hereto.

a) The letter of acceptance **b)** Bid form **c)** Conditions of contract. **d)** Form of agreement

e) Scope of Work

f) Bill of quantities i.e. Schedule 'A'

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature. Signed and delivered by.

1. Shri. 1.

2. Shri. 2.

In presence of

1. Shri. 1.
2. Shri. 2.

Duly constituted attorney for signing on behalf of MSETCL

Signed and delivered by : The Executive Engineer, 400kV R.S O & M divisions, Lonikand II.

For & behalf of company

In presence of

1. Shri.
2. Shri.

**Sd-/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II**

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
400KV RS DIVISION Lonikand II

SCHEDULE 'A'

Sub: - Providing and fixing of silica gel (orange and blue) with breather container for ICT-I, ICT-II, Spare ICT and reactor at 400 kV Lonikand-II S/Stn.

Sr No	Name of item	SAP material Code	Rate per unit	Unit	Qty	Estimated amount in ₹
1	Supplying Silica gel (Orange and Blue) with breather for main tank	500025257	9,096.74	nos.	15	136451.1
2	Supplying Silica gel (Orange and Blue) with breather for OLTC.	500025258	909.67	nos.	7	6367.69
3	Fixing of conservator breather	50003896	828.20	nos.	22	18220.4
Sub-Total						161039.2
GST 18%						28987.05
Grand Total						190026.2
Say						1,90,026.00

In words Rs.1,90,026/- including GST (In words Rs. One Lakh Ninety Thousand and Twenty Six only)

Sd/
V.M. Rathod
Executive Engineer
400 KV R.S Division, Lonikand II