

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. (CIN: U40109MH2005SGC153646) Office of The Executive Engineer EHV O&M Division, Manchar

DSK's Pride , Survey No-170/7B, Pune-Nashik Highway, In front of Rural Health Centre, Manchar , Tq- Ambegaon Dist: Pune E-mail: ee61A0@mahatransco.in, eemanchar404@gmail.com
Ph- 02133-223040/41, FAX-02133-223042

Date: 15.03.2022

EE/EHV/O&M/Division/Manchar/Tech/No. 327

To,	
Subject: SRM Enquiry for supply of silica gel of transformers at Manchar. (RFX No. 7000022632)	Sub-Stations under EHV O&M Division
Dear Sir,	

Online bid is invited in two bid system for supply of silica gel of transformers at Sub-Stations under EHV O&M Division Manchar on or before 22.03.2022, 23:59 Hrs on following terms and conditions:-

TERMS AND CONDITIONS

Submission of bid

Two bid systems 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/

A. Techno - Commercial bid:

This should contain following documents/certificates as a proof of qualifying pre-requisites, broachers, attested certificates etc.

Sr. No.	Particulars				
1	Valid Copy of shop Act or NOC from Grampanchayat				
2	Valid Copy of PAN				
3	Copy of GST No.				
4	Income Tax return for FY 2020-21				
5	Experience certificate along with work order for similar type of work executed in MSETCL or MSEDCL or MSPGCL or PGCIL or Private Power Sector from Authorized Person/Competent Authority (not below the rank of Executive Engineer or Equivalent) should be submitted. *Joint venture or partnership deed will not be accepted.				

6	Proof of EMD & Tender fee paid receipt. (*Please refer clause No. 04 & its sub clauses.)
7	Official email id & contact number of bidder

If validity of any license/certificate expires during order period, contractor will have to renew the same & submit the copy to this office. Payment will be effected for valid period only.

Sd/-Deputy Manager (F&A) EHV O&M Division Manchar Sd/(Jayant Edlabadkar)
Executive Engineer (Charge)
EHV O&M Division Manchar

B. Commercial bid:-

Bidder should upload the digitally signed price bid under commercial bid online.

- 1. Techno-commercial bid will be opened online for all received bids. After verification of all documents /certificates submitted in techno commercial bid for prequalification as mentioned above, if it is found that, the tender fulfills the desired prerequisites; the price bid will be opened online. If the same is not found to be meeting the prerequisite, the commercial bid shall not be opened. Tenders with incomplete details or not submitted in prescribed tender form etc. are liable for rejection.
- 2. This office reserves all rights to reject any or all quotations/bid without assigning any reasons thereof.
- 3. The technical documents should be uploaded in the technical bid & commercial documents /offer/price bid should be uploaded separately, in case both technical & commercial bid are uploaded in one file, the offer will be rejected.

Estimated Cost in (Rs.)	EMD (Rs.)	Tender Fee (Rs.)	Closing Date	Technical opening Date	Commercial opening Date		
Rs. 1,77,740/- Inclusive of all taxes	Rs. 5,000 /-	Rs.500 + 5% GST (Non Refundable)	22.03.2022 up to 23:59 Hrs.	23.03.2022 11:00 Hrs. (If possible)	24.03.2022 11:00 Hrs. (If possible)		

4. Earnest Money Deposit: - EMD should be paid on or before due date online only and scan copy of Transaction ID received after online payment should be submitted along with Technical Bid. Request for exemption from EMD shall not be considered on any grounds. In case of failure to do so, the tender is liable to be rejected. Request for payment of EMD after closing of tender and considerations of the tender thereby shall not be entertained.

Earnest money deposit will be refunded online through SRM System after approval from the competent Authority. EMD will be credited to the bank account maintained by the bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details; i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address etc. are correctly maintained in SRM System and update the same, if required.

It may be noted that:

a) In case bank details are not maintained by the bidder in their SRM Vendor profile, EMD will not

be refunded online and MSETCL will not be responsible for the delay or any other conflict related to the said issue.

b) MSETCL will not be responsible for any financial implications in case if incorrect bank details are maintained by the bidders; as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD.

Above Note is incorporated in the Tender Documents to ensure successful refund of EMD to the eligible Bidders and to avoid any legal complications.

Exemption from paying EMD and tender fees to Micro & Small Enterprises in following cases:-

1. The micro and Small enterprises (only manufacturing and Service enterprises) as defined in MSMED Act 2006 are exempted from paying EMD and tender fees. The Udyog Aadhar Memorandum and Udyog Aadhar registration certificate submitted by said enterprises should indicate the same Material/Service as required against the tender floated.

2. The bidder has to pay EMD and tender fees in following cases,

- **A.** If the Micro/Small enterprises Registration Certificate does not indicate the relevant classification code covering Material/Service as required against the tender floated.
- **B.** If the investment in Plant and Machinery or Equipment exceeds the threshold limit indicated in the MSMED Act, 2006 (at present the threshold prescribed limit being for Micro- up to Rs. 25 Lakhs, Small: 25 Lakhs to Rs. 5.00 Cr. As investment in Plant & Machinery and for Micro- up to Rs. 10 Lakhs, Small: Rs. 10 Lakhs to Rs. 2 Cr. As investment in Equipment).
- **3.** In case of work contract, if the Micro and small enterprises submit that the enterprises shall supply all the materials of intended Work contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & tender fee to MSETCL. However, an undertaking duly notarized from Micro and Small Enterprises to this effect is to be submitted along with bid.
- **4.** The works contractors except as stated above and traders are excluded from the benefits of EMD and Tender fees, hence shall be required to pay EMD or tender fees while participating for e-tender process at MSETCL
- **5.** The registration certificate as submitted by micro and small enterprises should be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountant in practice.

Note:- In case, the micro and small enterprises (who have been exempted from payment of EMD/Tender fees) does not accept the tender being L1, then such micro and small enterprise shall be debarred from the bidding process for all tenders at MSETCL for next 2 years from the date of non-acceptance of L1 bid.

3. The EMD is liable to be forfeited under following conditions:-

- a. In case the tender is withdrawn after the tender submission time or after the date oftender opening, but before expiry of the validity period.
- b. In case, the tenderer refuses to accept the order placed during the validity period.
- c. In case tenderer fails to pay the prescribed Security Deposit against an order placed within the validity period.

No interest shall be allowed on the EMD in respect of unsuccessful tenders. The EMD will be refunded after the tender is finalized and after producing the transaction document of payment of E.M.D. to the Company, duly discharged in favor of the Company.

- 5. The EMD of the unsuccessful tenderer will be refunded after finalization of work order in r/o successful L1 agency for execution of subjected work. This refund money will not bear any interest. The EMD of the successful bidder will be returnable after payment of SD by him.
- 6. **Scope of Works:** The detail scope of work mentioned in **Schedule "A"** at locations / Sub-stations mentioned in as per Annexure "A". The Material should be transported and unloaded as per following locations in mentioned quantity:
 - (A) 132KV Narayangaon: 300 Kg (For 220KV Kathapur, 220KV Alephata, 132KV Narayangaon, 132KV Pimpalgaon)
 - (B) 132KV Chakan: 400 Kg (220KV Chakan Ph-II, 220KV Bridgestone, 132KV Chakan)
 - (C) 220KV Ranjangaon: 380 Kg (220KV Ranjangaon, 132KV Shirur, 132KV Kuruli, 132KV Kawathe Yemai, 132KV Whirlpool)
 - (D) 132KV Sanaswadi: 150 Kg (132KV Sanaswadi, 132KV ESSAR)

The material to be supply must be got approved from Executive Engineer before supply of material. All the material should be kept in the custody of the In-Charge of Sub-Station or his representative. The contractor shall obtain a gate pass for supply of material from In-Charge for having the material received in good condition.

7. **Packing and Marking:** The Material shall be suitably packed in clean, dry polythene bags of at least 100 micron thickness and sealed. These polythene bags shall be further packed in air tight synthetic material containers. The capacity of the containers shall be 10 Kg each.

Each consignment shall be legibly marked or labeled with the following information:

Blue Silica Gel

Manufactures / Supplier Name:

Trade mark if any:

Date of manufacture and expiry, if any:

Sizes and quantity supplied:

- 8. **Supervision of work**: Contractor has to carry out all work under the overall supervision of respective Sub-Station In-Charge. The contractor shall obtain a certificate from In-charge for having executed the work satisfactorily.
- 9. **Contractors Employees**: The contractor shall employ & provide only such employee who is skilled & experienced for execution & it supervision of work. He shall make suitable arrangement for accommodation of his employees.
- 10. **Quality of work:** Work is to be done as per norms, specifications & Schedule 'A' of MSETCL, to the fullest satisfaction of operating officer otherwise it will be rejected and contractor has to repeat the same at his cost and risk only.

- 11. **Guarantee:** 12 months from the date of completion of work. If any mishap/damage occurs in guaranty period the same will have to be made good by contractor at his own cost. **Guarantee Certificate should be enclosed with the bill.**
- 12. **Damage to person & property:** The contractor shall indemnify The company against any losses and claim in respect of injuries or damage to any person, material or physical damage to any property what so ever, which may arise out of or in consequence of the execution of the work.
- 13. **Work completion period:** The work should be completed within 60 days from the date of issue of work order.
- 14. Failure in Execution of Work:- In case of failure to execute the work as per Schedule A against the order in full, within the stipulated period, the company shall be at liberty without any notice or reminder to the contractor, to get the same work done on account of and at the risk of the contractor and to prefer a claim for a difference in price and for all expenses whatsoever incurred in getting the said work done from other agency and same shall be recovered from any claims due to the contractor from bills or deposits or from any account with any MSETCL's Offices. Such expenses shall also include 15% supervision charges.
- 15. The works whether fully completed or incomplete, all the materials, machinery, T&P temporary building, and other things connected therein shall remain at the risk and in the sole charge of the contractor until the completed work has been handed over to the Engineer In-Charge and till completion certificate has been obtained from the Engineer In-Charge. Until such handing over of the completed work, the contractor shall at his own risk &cost take all precautions reasonably necessary to keep all the aforesaid works and other things connected therewith, free from any loss or damage. In the event of the same or any part thereof being lost or damaged, he shall reinstate and make good such loss or damage, at his own cost & risk.
- 16. **Idle Labour hours:** In case of suspension of work, or delay in work due to any reason or stay order of the Court of Law **no compensation** will be paid by the Company for idle labors /idle machinery etc., for that period.
- 17. **Loss of material:** Contractor will have to keep his material in his safe custody. MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for your staff shall not be provided by the MSETCL.
- 18. **Security Deposit**: -Security deposit amounting to 10% of the total value of the contract in the form of B.G./D.D. of any nationalized/Scheduled Bank in the name of Executive Engineer, EHV O&M Division-Manchar, MSETCL, payable at Manchar within 7 days from the receipt of the LOI/WO for the contract & warranty period. No interest shall be allowed on the security deposit. You have to execute the agreement with proper stamp duty at Division level at your own cost in the Company's standard forms within a fortnight from the issue of work order.
- 19. **Agreement**;- Contractor will have to execute the agreement bond with Executive Engineer, EHV O & M Division Manchar on as per Govt. rule The cost of stamp paper will be borne by contractor.
- 20. **Quality Of Work**:- Quality of work to be carried out should be strictly confirmed to our specification. The make of water coolers to be supplied shall be got approved from Executive Engineer before supply of water coolers.

21. Penalty for Late Execution of the Work:

- i. **Performance of work:** If it is found that performance of work is unsatisfactory, or not as per norms of MSETCL the contract is liable for termination at any stage of work without giving any prior notice and at contractor's entire risk & cost. The security deposit paid by agency shall be forfeited in that case.
- ii. **Delay in execution of work:** If the agency fails to complete the work within stipulated Time, penalty @ ½ % per delayed week, maximum to 10% of order amount shall be levied on contract value. If the work is not carried out in the stipulated period, the works will be got done departmentally or from any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.
- 22. **Liquidated Damages:** Should contractor fail to complete the works in the stipulated time period, he shall be liable to pay to the MSETCL the sum equal to 1% of the contract sum (for the delayed portion of work) per day delayed, subject to maximum of 10% as liquidated damages and subject further to 'Force Measure conditions.
- 23. The T&P labour machinery equipment material required for the work shall be to contractor's account. The oil drum for draining & filling of oil will be arranged by site In charge of sub-station.
- 24. **Bills** in **three copies** are to be submitted to respective Sub-Station In-Charge along with Guarantee certificate, delivery challan or gate pass in original/certified by SSI.

25. Payment Terms:

- a. The bills in 3 copies, advance stamped receipt along with the certificate from the respective Sub-Station In-Charge for having completed the work satisfactorily must be submitted to the Executive Engineer (EHV O&M Division Manchar). The PAN No. & GST No. should be mentioned on bill.
- b. Payment will be made within reasonable time by EE/EHV O&M Division Manchar, after receipt of duly certified and recorded bill by concerned operating officer and after taking necessary entries in ERP-SAP system
- c. 100% payment will be made against duly certified, recorded & audited bills after successful completion of work.
- d. Necessary documents such as Guarantee certificate, delivery challan or gate pass in original/certified by SSI etc must be enclosed with the bill.
- 26. Paying Office: The payment against this contract will be effected by Executive Engineer- EHV (O&M) Division, Manchar office within reasonable time & as per availability of funds.
- 27. **General:** You are fully aware of MSETCL's general conditions of the Contract to supply of material & execution of work.
- 28. **Income Tax, GST, TDS and Labour Cess:** Income Tax, GST, TDS and Labour cess as applicable will be deducted from the bills as per rules & regulations. All applicable taxes & levies are deducted (if applicable) at the time of payment. Income Tax & any other taxes as applicable will be deducted from the bills.
- 29. **Risk & Cost:** In case contractor fail to complete the entrusted work in partly or fully, the undersigned reserves the right to get the balance work carried out through other agency and difference in cost will be recovered from contractors bill and S.D. If the balance remained to be recovered the same shall be recovered from contractor

- 30. If any accident occurs to contractor's labors, supervising staff during the execution of work, then contractor will be responsible for the same and if any expenditure done towards medical aid, compensation if any will be on contractor's account.
- 31. If any recovery towards losses/damages/shortages etc. is applicable, the same shall be recovered from contractor's bill, as assessed by the Sub-Station In-Charge.
- 32. The contractor shall make his own arrangement for skilled labors, tools, and vehicles etc. No such incidental & peripheral facilities will be provided by the Company.
- 33. **Hindrance of work:-** If the work has to be suspended due to any reason, shut down etc, the MSETCL shall not pay any compensation/ damage to the contractor towards items like labour, idle machinery, vehicle etc. however in such cases the contractor will be paid for the actual work executed by him under the supervision & measured by concerned engineer.
- 34. **General**: The contractor should make himself fully aware of M.S.E.T.Co.Ltd.'s general conditions of contract for supply of material and execution of work.
- 35. **Applicability of General Conditions of Contract:** Notwithstanding anything stated herein the M.S.E.T.Co.Ltd.'s General Terms and Conditions of contract shall be applicable to the contract as far as they are applicable to this contract.
- 36. **Termination of Contract**: The undersigned reserves the right to accept or reject the enquiry in part or full. The undersigned reserves the right to terminate the contract at any time during the contract period by giving appropriate notice of 7 days, if it is found that the contractor is not able to cope up with or discharge duties satisfactory/or not able to execute the work as per the order conditions. The discretion of the contract operating authority shall be final & binding upon you.
- 37. In case of difference of opinion, misinterpretation of any of the condition of the contract, in connection with or arising out of the condition or during the work period, the decision of the undersigned shall be final & binding on contractor.
- 38. **Court:** All disputes, differences related to this tender contract shall be subject to the exclusive jurisdiction of Pune District Court only.

Thanking you.

Yours faithfully,

Sd/-

(Jayant Edlabadkar)

Executive Engineer (Charge) EHV O&M Division Manchar

Sd/-

Deputy Manager (F&A) EHV O&M Division Manchar

Conv to:

The Dy. Manager (F&A), EHV O&M Division Manchar.

• M/F



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SCHEDULE 'A'

Subject: SRM Enquiry for supply of silica gel of transformers at Sub-Stations under EHV O&M Division Manchar.

Sr. No.	Particular	Material/ Service Number	SAC/ HSN Code	Unit	Qty.	Ex-Rate	Amount
1	Supply of Blue Silica Gel Size: [3-4 mesh (6-8 mm) crystal size.	500002690	38249025	Kg	1230	120.06	14767.38
A-Sub-Total							14767.38
B-F&I 2% on A						2953.47	
C-Total= A+B						150624.27	
D-GST 18% on C						27112.90	
E- Grand Total (C+D)						177740.19	

Quantity may vary as per actual.

Payment will be effected as per actual measurements.

Sd/Deputy Manager (F&A)
EHV O&M Division Manchar

Sd/(Jayant Edlabadkar)
Executive Engineer (Charge)
EHV O&M Division Manchar



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Subject: SRM Enquiry for supply of silica gel of transformers at Sub-Stations under EHV O&M Division Manchar.

Schedule-B

Sr. No.	Name of Sub-Station	Unit	Qty
1	220KV Kathapur	Kg	100
2	220KV Ranjangaon	Kg	100
3	220KV Alephata	Kg	100
4	220KV Bridgestone	Kg	50
5	220 KV Chakan Ph-II	Kg	200
6	132KV Kuruli	Kg	100
7	132KV Shirur	Kg	100
8	132KV Chakan	Kg	150
9	132KV ESSAR	Kg	50
10	132KV Narayangaon	Kg	50
11	132KV Pimpalgaon	Kg	50
12	132KV Kawathe Yemai	Kg	50
13	132KV Whirlpool	Kg	30
14	132KV Sanaswadi	Kg	100
		Total	1230

Quantity & Location may vary as per requirement.

Payment will be effected as per actual measurements.

Sd/Deputy Manager (F&A)
EHV O&M Division Manchar

Sd/(Jayant Edlabadkar)
Executive Engineer (Charge)
EHV O&M Division Manchar