



765kV R.S. Division Ektuni.

SRM E-TENDER

FOR

Contract for AMC for the work of weed control by removing grass by chemical treatment for arresting growth of grass, shrubs, etc by Pest Control method within and outside the switchyard at 765 kV R.S. Dn., Ektuni

RFx: 7000023680

TENDER NO. EE/765kV RS Dn/Ektuni/2022-23/T- 3

PRICE: Rs. 525/- ({Tender Fees 500 + 25 VAT} (Non-Refundable)

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

765kV R.S. DIVISION, EKTUNI.

THIS BID CONTAINS

- 1) Tender Notice.
- 2) Terms & Conditions of Contract.
- 3) Annexure “D” and “G”

SIGNING OF BID

Tender signatory as per the registration on E-Tendering portal
<http://srmetender.mahatransco.in>

E-TENDER NOTICE

MSETCL invites online bids (E-Tender) from reputed & registered Electrical Contractors of MSETCL on Mahatransco SRM E-Tendering Website <https://srmetender.mahatransco.in> for the following Tender specification.

Sr. No. (1)	Particular (2)	Description (3)
1	Tender No. & Name of Tender :	Tender no EE/765kV RS Dn/Ektuni/2022-23/T-3 RFx No. 7000023680 2 nd Call to Contract for AMC for the work of weed control by removing grass by chemical treatment for arresting growth of grass, shrubs, etc by Pest Control method within and outside the switchyard at 765 kV R.S. Dn., Ektuni
2	Dates for download of Tender documents.	From 28.06.2022, 15.00 Hrs. to. 04.07.2022, 10.00 Hrs.
3	Date & Time (Hrs.) for online submission of Tender Documents.	On or before 04.07.2022 up to 10.00 Hrs.
4	Date & Time (Hrs.) for online opening of Tender Documents.	04.07.2022 at 10:15 Hrs. onwards if possible
5	Tender Amount	Rs. 7,21,485/- Approx.
6	E.M.D. to be paid (at 1% of Tender value)	Rs. 7,214/-
7	Tender Fees.	Rs. 525/- ({ Tender fees 500 + 25 VAT } Non Refundable)

For further details visit our Website <https://srmetender.mahatransco.in>

Contact Person: The Dy. Executive Engineer (O): Mob:- 9923767667.

& office address:-

The Executive Engineer,

765kV R.S. Division, MSETCL, Ektuni,

Address: 765kV Substation Marathwada (Aurangabad), MSETCL,

Ektuni, Tq. Paithan, AURANGABAD-431 121.

Email Address: ee2160@mahatransco.in

Note: All eligible Contractors are mandated to get enrolled on SRM E-tendering portal.

<https://srmetender.mahatransco.in>

Terms & Conditions:-

1. The Tender documents can be downloaded only online from aforesaid Website within the aforesaid date & time.
2. The Tenderer should have submitted their bids online well in advance within the aforesaid date & time.
3. The payment of tender fees and EMD should be done by the bidder online only. Bidder can pay through credit card or by their axis bank account (NEFT/RTGS) transfer. For payment confirmation send complete tender no/ amount/transaction id and mode of payment (i.e. through credit card or net banking) copy directly from vendor to following mail ids.
 - i) srmabd@mahatransco.in
 - ii) sradmin@mahatransco.in
4. The (Technical Bid) will be opened on line on Dt. 24 .06.2022 at 10:15 Hrs. onwards if possible, in the office of The Executive Engineer, 765kV R.S. Division, Ektuni.
5. MSETCL will not be responsible for non-submission of Bid due to any Website related problems.
6. The undersigned reserves the right to cancel any or all the tenders at any stage without assigning any reason.

Sd-
(Dinkar Shejule)
Executive Engineer
765kV R.S. Division, Ektuni.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD
765kV R.S. DIVISION EKTUNI
TERMS & CONDITIONS

- 01) The tender document is available on the Web site: <https://srmetender.mahatransco.in>. The Tenderer can download the Tender document from the above Website from 17.06.2022, 00.00 Hrs. to 24.06.2022, 10.00 Hrs by paying the Tender fees as Rs. 525/- ({Tender fees 500 + 25 VAT }Non Refundable).
- 02) The bidder online should do the payment of tender fees and EMD only. Bidder can pay through credit card or by their axis bank account (NEFT/RTGS) transfer. For payment confirmation send complete tender no/ amount/transaction id and mode of payment (i.e. through credit card or net banking) copy directly from vendor to following mail ids.
- 03) **Tenderer should upload the following digitally signed scan copies of documents / Certificates online under Technical Bid.**

1	Statutory Registration
1.1	Valid GST registration certificate.
1.2	Valid Electrical contractor license
1.3	Valid registration of firm under Bombay shop & establishment Act.
1.4	Valid EPF registration
1.5	Valid pest control license for use & storage from Agricultural department, Govt. of Maharashtra.
1.6	Valid Workman compensation policy
2	Technical Experience criteria
2.1	Experience Certificate from the officer not below the rank of Executive Engineer for the work of Chemical treatment for arresting growth of grass, shrubs etc and annual maintenance treatment by pest control method during last five years as below.
a	Three certificates regarding successfully carried out above works costing not less than the amount equal to 40% of the Tender value.
	OR
b	Two certificates regarding successfully carried out above works costing not less than the amount equal to 50% of the Tender value.
	OR
c	One certificate regarding successfully carried out above works costing not less than the amount equal to 80% of the Tender value.
2.2	List of key technical persons with qualification & experience along with T&Ps..
3	Financial Criteria
3.1	Pan No. and income tax returns for the financial years (last three years)
3.2	GST returns for Last Year
3.3	The average annual turnover of the bidder during last three financial years should be not below than 60% of estimated cost.
3.4	Proof of EMD & Tender Fees paid online. (Transaction id)
3.5	The bidder should have a Net Worth (which is defined as " Equity share capital + Reserves– Revaluation reserves – Intangible assets – Miscellaneous expenditure to the extent not written off and carry forward losses") of not less than 25% (Twenty Five Percent) value of estimated cost of tender offered. The bidder should submit the statement of Net worth duly certified by Chartered Accountant for the last financial year.
3.6	Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities -Prohibiting participation of such Firms in MSE/FCL Tenders
3.7	Undertaking from contractor Annexure D

- 04) Tenderer should fill the rates in SRM system to all items.
- 05) First the Technical bid will be opened online in respect of all the Tender received. The commercial bid will be opened online in respect of those Tenderers who have submitted all digitally signed documents/certificates in Technical bid as required in satisfactory manner & who are qualified. Right to split up the Tender or to cancel any or all the tender offers without assigning any reason thereof is reserved by the undersigned.
- 06) The rates quoted should be firm and price variation will not be applicable.
- 07) **NAME OF WORK :- Contract for Work of Chemical Treatment for Arresting Growth of Grass, Shrubs etc. and annual maintenance treatment by Pest Control Method at 765kV R. S. Division Ektuni, Aurangabad.**
- 08) The bidder is expected to visit the site and get himself familiarized with the site and equipment. All personnel/labours, machineries and T & P are to be arranged by the bidder only.
- 09) **RATES:-** The rates shall be quoted on % basis as per Estimate "A" The rates quoted shall Include all the machineries, T&P and personnel required for executing the works. The rate should be quoted in rupees per Sq. Mtr. As per Estimate 'A' enclosed for initial chemical treatment and for AMC separately.
- 10) **VALIDITY OF OFFER :-** The tender submitted shall be valid for 120 days, from the date of opening of the tender. The tenderer will forfeit the right to the earnest money deposited by him, in case the tenderer has withdrawn his tender after the opening date and before the expiry of 120 days or in the event of refusal to accept the order and to pay the security deposit within the stipulated period..
- 11) **EMD: -** The bidder online should do the payment of tender fees and EMD only. Bidder can pay through credit card or by their axis bank account (NEFT/RTGS) transfer. For payment confirmation send complete tender no/ amount/transaction id and mode of payment
- 12) **DOCUMENTS TO ACCOMPANY THE TENDER: -** As per special conditions.
DISQUALIFICATION – Tender shall be disqualified for followings:
- a) Disclosing untrue and / or false information, or withholding information or part of information.
 - b) Record of poor performance such as unsatisfactory work or abandoning the work or delay in work etc.
 - c) Financial shortcomings or failure in past contracts.
 - d) Insufficient experience, or employing insufficient number of employees or not employing qualified employees.
 - e) Non payment of requisite EMD.
 - f) Non submission of document on above list.
 - g) Tenderer must return the form of the tender document with the specification and the schedule of quantities of rates and other schedules duly signed .A tender not bearing signature with rubber stamp of the firm of the tenderer on all pages / documents accompanying, will be rejected.

- 13) **AWARDING OF CONTRACT:-** The M.S.E.T.Co. Ltd does not bind itself to award the contract to the lowest Tenderer. Past record will carry due weight age, while arriving at the decision. The tenderer should not quote conditional rates related to quantity of work. The M.S.E.T.Co. Ltd reserves the right to award the contract to more than one bidder by splitting the tendered quantity. The tenderer must not make any corrections / alterations in the text or body of the tender document. Difference of opinion or deviations, if any, should be brought out separately. Tenderer should quote the rates online in SRM Tender.

The submission of the tender by tenderer implies that, he has read these instructions / conditions of the contract etc and he has made himself clear regarding scope of the work and specifications of the work to be done. While considering the offer, the experience of the Contractor / Tenderer along with availability of skilled persons with them will be taken into consideration.

- 14) **SIGNING OF CONTRACT:-** Within 7 days from the date of receipt of the work order, the contractor shall enter into an agreement with the M.S.E.T.Co. Ltd. in the prescribed format. Until the agreement is executed, the M.S.E.T.Co. Ltd will not be liable to pay, nor the contractor shall be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by the contractor.
- 15) **SECURITY DEPOSIT:-** You should pay 5% of the order value towards Security Deposit in this office. The Security Deposit may be paid in the form of Cash/D.D./FDR. The Security deposit will be refunded after satisfactory completion of work order.
- 16) **EXECUTION OF WORK:** Immediate after receipt of the work order, the contractor shall take prompt action in planning the work in consultation with the AEE (Maintenance). The program should be finalized quickly in consultation with the AEE (Maintenance). While finalizing the programme the schedule shall be strictly adhered. The work should be carried out to the full satisfaction of the AEE (Maintenance).
- 17) **SUPERVISION OF THE WORKS:** The works shall be under the overall supervision of AEE (Maintenance) and shall be subject to the approval of the Executive Engineer or his designated representative.
- 18) **CONTRACTOR'S EMPLOYEES:**
- a) The contractor shall employ and provide on site only such employees who are skilled and experienced for execution and supervision of works. The contractor shall provide housing accommodation to his employees. Since the work is to be carried out in live switchyard the contractor shall take all precautions while working and advise the labour's not to touch any structure/equipments etc., the contractor shall be responsible for all accidents caused to his men during execution of work 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. For any side effect of chemical used or for any lacuna MSETCL is not responsible. The gloves, shoes, mask etc are to be provided by tenderer/contractor.
 - b) All the labour's engaged for this work should be well behaved physically fit and should have good habits. No one shall be allowed to smoke & alcoholic drinks etc in live switchyard/premises. Special care is to be taken by contractors during execution of work.
 - c) The agency will be responsible for compliance of all statutory obligations under the Factory Act., minimum wages Act, contribution under E.P.F., Professional tax, C.P.F. & I.S. Act etc in respect of his employees. The payments monthly/weekly shall be made as per min. wages Act & deposit P.F. amounts to eligible employees / labours as per Govt. rule.
- 19) **DAMAGES TO THE PERSON & PROPERTY:** The contractor will be responsible for any kind of loss to the M.S.E.T.Co. Ltd against any injuries or damage to any persons, material &

physical Damage to any property whatsoever which may arise out of or in consequence of the execution of work.

- 20) **SITE CLEARANCE:** The contractor shall during the progress of work, keep the site reasonably free of all unnecessary obstructions and shall remove the grass, shrubs etc. out of sub-station area so as not to cause any obstruction for normal working / operations. Similarly, on completion of the works the contractor shall clear away and remove from the site all surplus material, rubbish and temporary work of any kind. Site should be kept clean.
- 21) **SUB LETTING OF CONTRACT:** The contract or any part thereof shall not be assigned, transferred, or sublet without the prior written permission of the undersigned. Even if such permission is granted, it shall be responsibility of the principal contractor to whom the work order was originally issued to execute the works as per the terms of the contract.
- 22) **WORK COMPLETION PERIOD :**
- a) Initial treatment to be carried out within 1 month from the date of handing over of site as per schedule 'A'. or as per the instruction of Executive Engineer
 - b) After completion of initial treatment, site will be handed over for Annual maintenance work. Agency has to carry out at least 12 turns during one year. In addition to this, agency should attend for the maintenance work as and when there is call from The Executive Engineer or the AEE (Maintenance) as per site conditions.
 - c) The contractor shall strictly adhere to work completion period so as to avoid delay in works.
- 23) **FORCED MEASURE:-** Only the following conditions shall be considered for the purpose of this clause.
- a) Natural Phenomenon such as floods, Draughts, Earthquakes, Epidemics etc.
 - b) Acts of any Government, Domestic or Foreign such as war (declared or undeclared) Priorities, Guarantees Embargoes etc.
 - c) The party affected by 'Force Measure' shall within 15 days of the occurrence of such a cause, notify the M.S.E.T.Co. Ltd in writing with sufficient documentary proof.
- 24) **PAYMENT TERMS:**
- 1) The bill in triplicate along with, advance stamped receipt should be submitted to AEE (M) after completion of work allotted to him. The AEE (M) will take the measurement of work done and record the bill in MB and he will submit the bill to the Executive Engineer. The Executive Engineer will verify the works and he will arrange for payment.
 - 2) Payment for initial treatment will be made after completion of one time initial chemical treatment and removal of all weeds.
 - 3) Payment of Annual maintenance will be made quarterly in four equal installments.
 - 4) All payments will be made only by account payee cheque.
 - 5) Payment will be made on basis of actual area of work done after duly certification by the AEE (M).
 - 6) Paying Office: The payment against this contract will be effected by The Executive Engineer, 765kV R.S.Division, office Ektuni within reasonable time as per funds availability.
 - 7) Penalty: If the work is not completed within stipulated period, the penalty at the rate of ½ per week up to maximum of 10% of the total value of the order will be payable by the contractor.
- 25) **TAX DEDUCTION AT SOURCE:** Income Tax @ 2.3% or as applicable will be deducted from the bills.
- 26) **LIQUIDATED DAMAGES:**

1) If the contractor fails to complete all the work within the time frame stipulated as completion period, the Superintending Engineer shall levy liquidated damages for breach of contract without prejudice to any other rights and or remedies provided for the contract.

2) The liquidated damages shall be levied at ½ % of the balance contract price per week of delay subject to maximum at 10 % of the balance contract price of work. In case of such maximum delay the contract may be terminated by the Executive Engineer and the balance work shall be completed by the Executive Engineer at the risk and cost of the contractor.

27) **TERMINATION OF CONTRACT:** The undersigned reserves the right to cancel the contract after giving due notice to the contractor, in the event of the breach of contract in any respect. Undue delay in completion of contract work is also liable to result in the M.S.E.T.Co. Ltd getting the work done through other agencies at the risk and cost of the repairer.

28) **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.

29) **JURISDICTION:** All dispute difference related to the tender contract shall be subject to the exclusive Jurisdiction of Aurangabad Court.

30) **OTHER CONDITIONS**

30.1) At the time of actual work, contractor or his authorized representative should be present on site. The record shall be maintained by the contractor in the format directed by MSETCL in separate register. The work should be carried out in presence of MSETCL representative.

30.2) In case, such loss or damage or breakages to the material of MSETCL during any of the operations, the loss would be recovered from the contractor.

30.3) The MSETCL shall not be liable for compensation payable by law in respect of any accident of injury to any workman of the contractor.

30.4) If the contractor fails to carry out the work, the MSETCL shall be at liberty to get the work done departmentally or other agency at risk and cost of the contractor. And the MSETCL shall recover the extra expenditure incurred on this behalf through legal suit or through adjustment of pending bills payable to the contractor against any of the contracts awarded by the MSETCL or from security deposit.

30.5) Work shall be carried out strictly as per the direction of the AEE (M). Work of sub standard nature will not be accepted and paid for if the material used for the work is not in conforming with specifications, the same work shall be carried out immediately within a week period after call given by AEE (M).

31) 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.

32) You have to Submit following Annexure and submit with Undertaking

(Dinkar B. Shejule)
Executive Engineer,
765kV R.S. Division, Ektuni.

ANNEXURE “D”
TENDER NO: -EE/765kV/R.S.Dn/Ektuni/2022-23/T-3

UNDERTAKING OF CONTRACTOR

To,
The Executive Engineer,
765/400kV R.S. Division MSETCL,
Ektuni.

Dear Sir,

Having Examined the specifications of the tender together as above with the accompanying schedules, the general conditions & terms of the contract the instructions of the tender applicable to MSETCL's work contract there in referred to I/We hereby do agreed with it and have no doubt / objection regarding the tender and its conditions and instructions and hence I/We hereby offer to carry out the works described in the tender documents and the said specifications schedules at the rate entered in the schedule.

I/We hereby guarantee the performance of our work in full confirming of your specification and instructions the particulars entered in the schedules attached to the specifications and in accordance with the Conditions of contract applicable for MSETCL's contract.

Thanking You

Date:

Place:

Yours Faithfully

(Signature of the Tenderer)

**Sub: Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities
---Prohibiting participation of such Firms in MSE'FCL Tenders**

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ANNEXURE-G

Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities

I/We hereby declare that I/We is/are participating in MSETCL's Tender
No.....

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are not
Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge and belief.

I/We hereby agree that in case My Firm/We are Debarred/Blacklisted by Any Government/
Semi-Government/Other Power Utilities, anywhere, My/Our Offer is liable for rejection at any
stage of Tendering process as per Tender Conditions.

Further, I/We hereby understand and agree that in case My Firm/We are Debarred/Blacklisted by Any
Government/ Semi-Government/Other Power Utilities, anywhere, My/Our Order is liable for
termination at any stage of Order execution process and My Firm/We shall be solely responsible for the
consequences arising out of it.

Authorized Signatory

Seal of the Firm