

Specifications No: - EE/PAC/DN-1/NGP/TECH/F- 415/SRM ENQUIRY/22-23/03

(RFX No

TECHNICAL SPECIFICATION

&

GENERAL TERMS & CONDITIONS

FOR

Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential relay with inbuilt distance protection for 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

OFFICE OF THE

EXECUTIVE ENGINEER, PAC DIVISION-1, MSETCL, KORADI ROAD, MANKAPUR, NAGPUR – 440030 Phone No. 8554993497 E-mail: ee4150@mahatransco.in

Issued to: - _____

M.R. No: - _____ Date._____

Price: - 500/- (GST 18% EXTRA)

PAC Division-1, Mankapur, MSETCL, Nagpur

1) SRM E-enquiry No.	: EE/PAC/DN-1/NGP/TECH/F- 415/SRM ENQUIRY/22-23/03
2) RFX No.	: <u>RFx No.</u>
	: Tender for replacement and retrofitting of existing Numerical ifferential relay with inbuilt distance protection for 220 KV G) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.
3) Estimated cost	: Rs. 32,22202.26/-
4) Download of SRM e-enquiry Documents Date	: 13/01/2023 To 20/01/2023
5) Closing Date	: 20/01/2023 @ 18.00 Hrs.
6) Opening of SRM e-enquiry:	: 20/01/2023 @ 18.00 Hrs. (Technical)
7) Opening of SRM e-enquiry:	: 23/01/2023 @ 11.00 Hrs. (Commercial)
8) E.M.D.	: Rs. 32,222/-
9) SRM E-enquiry Fee	: Rs. 590.00 (i.e., 500.00 + 18% GST Extra) Non Refundable

Sd/-Executive Engineer, PAC Dn.-1, Mankapur, MSETCL, Nagpur.

EHV PAC Dn 1, MSETCL, Mankapur, Nagpur.

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Executive Engineer, PAC Division 1, MSETCL, Nagpur

SRM E-ENQUIRY NOTICE

MSETCL invites digitally signed online bids (SRM E-tender) from registered agencies on Mahatransco SRM E-tendering website <u>https://srmetender.mahatransco.in</u> for following Work: -

Note: - All eligible interested contractors are mandated to get enrolled on SRM e-tendering portal (<u>https://srmetender.mahatransco.in</u>)

SRM E-tender No. & Description of Work		Due date & Time (Hrs.) for submission & opening of SRM e-tender			
Tender No EE/PAC/DN-1/NGP/TECH/F- 415/SRM ENQUIRY/22-23/03 RFX No					
Numerical distance differential relay v for 220 KV Korac	e protection r with inbuilt dis li II – Uppalw	•	with line e protection DC (OG+UG) Download of SRM e-tender documents Date:		
Estimated Cost (Rs.)	EMD (Rs.)	SRM e-tender Fee (Rs.)	Submission Closing Date	Technical Bid opening Date	Commercial Bid opening Date
Rs. 32,22,202.26/-	32,222/-	Rs. 590.00 (i.e. 500.00 + 18% GST Extra) Non Refundable	20/01/2023 @ 18.00 Hrs.	20/01/2023 @ 18.00 Hrs	23/12/2023 @ 11.00 Hrs

Contact Person for enrolling on SRM e-tendering portal: The Dy. Executive Engineer (O), EHV (O&M), Circle, MSETCL, Nagpur,

Tel. No. 0712 – 2591253 / 2591706,

Mobile No. 8554998115

Contact Person for enquiry about SRM e-tender work : The Deputy Executive Engineer (O),

PAC Division-1, MSETCL, Nagpur,

Mobile No. 9860580713

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

- 1. Relevant portions of the SRM e-enquiry which the bidders have to fill online would be available on aforesaid website.
- 2. SRM e-enquiry documents can be downloaded online from aforesaid website (C- folder).
- 3. Eligible agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related Problems.
- 4. Payment of SRM e-enquiry fees and EMD should be paid by the bidder through online only. Original certificate will have to produce if demanded for verification.
- 5. The SRM e-enquiry will be opened in the office of the Executive Engineer, PAC Division-1, Koradi Road, Mankapur, Nagpur.

PAC Division-1, Mankapur, MSETCL, Nagpur

Subject: - Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential relay with inbuilt distance protection for 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

Most important instructions for bidder:

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

Sd/-Executive Engineer, PAC Dn.-1, Mankapur, MSETCL, Nagpur

PAC Division-1, Mankapur, MSETCL, Nagpur

Subject: - Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential relay with inbuilt distance protection for 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

SPECIAL CONDITIONS:

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

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

REQUISITES:

You should have to submit following document

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

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

EMD will be refunded only after 90 days.

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

- 2. Valid Bank solvency certificate from Nationalized bank, Schedule Bank or Co-Operative Bank for amount not less than 25% of the estimated cost i.e., not less than **Rs. 8.05 Lakhs shall not be older than one year from the date of publishing of Tender.**
- 3. Average Annual Financial Turnover certified by Chartered Accountant, during the last 3Years (Financial Year 2014-15, 2015-16, 2016-17) duly tallied with profit & Loss Account of corresponding years, ending 31st March of the previous financial year, should be at least 50% of the estimated cost i.e. **Rs. 16.11** Lakhs
- 3. Copy of **Valid Electrical Contractor License** should be submitted alongwith the offer.
- 4. Experience of having successfully completed similar works i.e., the Supply and Retrofit of line differential relay at EHV Sub-Stations/lines, amounting to 60% of the estimated cost in maximum 3 orders during last 5 years ending last day of month previous to the one in which applications are invited. Experience Certificate alongwith respective order copies to be attached.
- 5. Proof of professional tax registration certificate.
- 6. Proof of valid registration of firm under Bombay Shop and Establishment Act/SSI/NSIC if applicable.
- 7. Proof of registration under P.F. Act.
- 8. Income Tax Returns of last 3 financial Years with PAN Card copy and audited balance sheet & Profit & Loss Account
- 9. Valid Insurance of Employees.
- 10. Proof of GST Registration Number.
- 11. Details of T&P required to execute the work. (Complete profile of organization)
- 12. Inspection should be carried out before quoting SRM e-tender.
- 13. Proof of Tender fee and EMD paid / exempted. Tender fee and EMD is to be paid by online mode only.

" Firm/Bidder has to pay EMD, irrespective of SRM system asks for the same or not in following cases:

- i) If S.S.I./ N.S.I.C. Certificate do not indicate Material / Service required against present Tender.
- ii) If turnover or Manufacturing Capacity exceeds the limit indicated in S.S.I. / N.S.I.C. Certificate specified by the concerned Authority to avail the benefit of EMD exemption.

If required EMD is not paid by the Bidder, the offer is liable for rejection."

The original-colored scan copy should be uploaded as bid documents in Support of Statutory Qualifying Criteria.

SPECIAL NOTE: -

- 1) Bidder must provide Numerical Line differential relay inbuilt Distance protection (The relay should have inbuilt Distance protection function with min. 4 zones with AR & compatible for IEC61850 protocol) DC 220V
- 2) FC-PC connection fiber optic patch cord/cable each with minimum 20m in length.

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

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

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

EXECUTIVE ENGINEER PAC DIVISION 1 M.S.E.T.C.L. NAGPUR

PAC Division-1, Mankapur MSETCL, Nagpur

Subject: - Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential relay with inbuilt distance protection for 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

Special Instructions to the Tenderers.

- 1. The SRM e-tender shall be valid for a period of 90 days from the date of opening. The Transmission Company reserves the right of forfeiting the earnest money in case the SRM e-tender is withdrawn by the tenderer after opening date but before the expiry of 90 days (Prescribed validity period) or in the event of refusal to pay the prescribed security deposit as per clause.
- 2. In view of restructuring of MSEB into four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of Companies Certificate No. U40109 MH 2005 SGC 153646 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd."
- 3. All the works under this SRM e-tender would be subjected to Maharashtra State Electricity Transmission Company general terms & conditions for works and supply contract, as stipulated in the booklets.
- 4. Tenderers should carefully read the terms and conditions of the SRM e-tender and follow the instructions contained therein scrupulously before submission of SRM e-tender. In case of any omissions in the SRM e-tender, the SRM e-tender shall be liable for rejection. If tenderer has any doubts in respect of any of the clauses or schedules the same should be got clarified in writing from the office of the undersigned before submitting the SRM e-tender. Any complaints in this regard will not be entertained after opening of SRM e-tender.
- 5. The tenderer should quote exact specifications / details in SRM e-tender. Conditional SRM e-tender /offer shall be summarily liable for rejection.
- 6. The rates shall be quoted in the price **Schedule 'A'**. The rates and amount shall be written both in words and figures **up to two decimals only**. The rates shall be legible. Overwriting or conversions of figures correction and where unavoidable shall be made by initiating, dating and rewriting.
- 7. The rates quoted should be firm and price variation will not be applicable.
- 8. The SRM e-tender who does not fulfill the above conditions or is incomplete in any respect is liable for summarily rejection.

- 9. Agreement: The Contractor will have to enter into an Agreement with the Company to carry out the contract in the prescribed form on non-judicial court stamp paper on stamp paper of appropriate value shall be executed with MSETCL to carry out the work before commencement of the work as per Maharashtra Government Circular No.47 Dt. 24.04.2015. The cost of the stamp paper will be borne by the Contractor
- 10. TAXES: Ex-works rate & GST Taxes extra should be quoted along with HSN code for supply & SAC code for works.
- 11. Contractor may visit work site before quoting the rates.
- 12. This contract is meant for the Supply and Retrofit of existing Numerical distance protection relay with line differential inbuilt distance protection relay of 220 KV Koradi II Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations..
- 13. **VALIDITY OF ORDER**: The order will be valid for period **8Months** from the date of issue of the order or exhausting order amount whichever will be earlier. Three days will be reckoned for transit of this order.
- 14. **EXECUTION OF WORK:** Immediately after receipt of the work order, the contractor shall take prompt action in planning the work in consultation with the concern Sub-Station officer. The programmed should be finalized quickly and the Executive Engineer concerned should be approached to make the structures / equipment safe for works wherever necessary, at least two weeks in advance. Having finalized the program, the schedule shall be strictly adhered to. The work should be carried out to the full satisfaction of Sub-Station officer and Executive Engineer. You will have to execute the works in presence of Concerned Sub-Station Incharge and your representative. **Complete work of Supply And Retrofit** of existing Numerical distance protection relay with line differential inbuilt distance protection relay of 220 KV Koradi II Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations. **should be carried out as mentioned in enclosed Schedule 'A and should be started within a week after intimation and should be completed within 2 Months from the date of dispatch of order.**
- 15. **SUPERVISION OF WORK: -** The work shall be under the overall supervision of Concerned testing Incharge or their representative.
- 16. The tenderer must arrange for all the transport of Man power, equipments and T&Ps.
- 17. TERMS OF PAYMENT: Payment will be made within reasonable time after satisfactory completion of work and as per actual quantity of work, after receipt of bills in quadruplicate duly recorded in MB and certified by concern Incharge, subject to availability of funds. The concerned Sub-Station Incharge will record the Bills in M.B. and will punch the bills received from contractor in ERP SAP system and prepare the SERVICE ENTRY SHEET for the bills within 03 days. Bill in quadruplicate to be submitted at respective Sub-Division, within 15days from the date of completion of work, under intimation to this office.
- 18. **Partnership Deed**: The Contractor will have to give partnership deed along with tender, if it is a partnership firm.
- 19. Submission of tender offer in SRM e-tendering system by a bidder implies that he/she has read all the instructions and conditions of contract and has made himself/herself aware of the scope and specifications of the work to be done, of the conditions and rates at which stores, etc. will be issued to him and local conditions and other factors bearing on the execution of the work. Also, Submission of tender offer in SRM e-tendering system by a bidder implies that the bidder has read all the terms and conditions (all pages) of the tender document.

- 20. A schedule of quantities is included in the tender documents. It shall be definitely understood that the Company does not accept any responsibility for the correctness or completeness of the schedule and the schedule is liable to alterations, omissions, deductions or additions at the discretion of the C.A., as set forth in the conditions of contract. The finalization of lowest bidder will be decided on the actual work which is required to be executed at the time of comparison of bids & finalization of work order.
- 21. The Maharashtra State Electricity Transmission Co. Ltd., or its officers who accept the tender, shall have the unconditional rights of rejection of all or any of the tender (part or full) and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tenders in the interest of MSETCL.
- 22. Force Majure: The completion dates as specified shall be subject to force Measures herein defined as.
 - a. Any cause which is beyond personal control of contractor or the Company as the case may be.
 - b. Acts of any Government and authority domestic or foreign including, but not limited to war declared or undeclared, guarantees, embargoes etc.
 - c. Licensing control, production or distribution restrictions.
 - d. Accidents and disruption, including but not limited to fire and exposures.
 - e. Strikes slow down, lockouts, riots, grave disorders and sabotage affecting the work of contractor or Company.

The party affected by forced measures will notify the other party thereof immediately with sufficient profounder. For such circumstances reasonable extension for commissioning dates and starting and completion dates stipulated should be revised as mutually agreed upon.

- 23. Any point to be specifically highlighted / elaborated or quoted, shall be clearly mentioned during the submission of the offer. Post thoughts / findings or appeals by the bidder will not be entertained. Hence the bidders shall carefully read all the pages, terms & conditions of this tender booklet.
- 24. Quantity: The Competent Authority may delete or add the items in the schedule (Price Bid) and reduce or increase the quantity specified in schedule / detail order as per the actual requirement at site, even before finalization of SRM e-tender / Purchase order. The Lowest bidder will be finalized on the basis of the item wise/schedule rates received to MSETCL for the actual Supply / Work required to be executed at the time of giving L.O.I / detail order. The decision of the C.A. on deciding the lowest bidder will be binding on the bidder / contractor. Hence the item wise rates should be quoted carefully by the bidder. 50 % extension to the original order may be accorded if there is site requirement at the same rate and other terms of contract. The Agency will have to execute the order accorded under 50% extension in the same rates or lower rates at that prevailing time, whichever is lower.
- 25. **WORKMANSHIP:** All Workmanship shall be neat and clear and in conformity with the latest and best engineering practice. Entire work shall comply with the applicable standard specifications.
- 26. Since the work is to be carried out in live switch yard the contractor shall take all precautions while working and advise the labour not to touch any structure/equipments etc. the contractor shall be responsible for all accidents caused to his men during execution of works and shall have make good the losses at his/their own cost. MSETCL will not be responsible for any accident (Fatal or non-fatal) or injury to the personal of the agency or any financial implication arising there from. All necessary precautions are to be taken while spraying the chemicals providing, gloves, shoes, mask etc. are to be provided by tenderer/Contractor for any side effect of chemical used or for any lacuna MSETCL is not responsible.

- 27. The employees/Labour of the agency will not be entitled for any facility as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by provisions of labour acts such as workmen compensation act, minimum wages Acts, payment of wages Act, Gratuity Act, PF Act and other regulations framed by Govt. from time-to-time MSETCL will not be responsible for any violation of the Act.
- 28. All the laborers engaged for this work should be well behaved, physically fit and should have good habits. No one shall be allowed to smoke, to have alcoholic drinks etc. Special care is to be taken by contractors during execution of work.
- 29. The agency will be responsible for compliance of all statutory obligations under the Factory Act, Contractor labour Act, minimum wages Act, contribution under E.P.F., professional tax, C.P.F. & I.S. Act etc. an respect of his employees. The payments monthly/weekly shall be made as per min. wages Act. And will have deposit P.F. amounts to eligible employees/Labour.
- 30. In case the tenderer fails to enclose all the necessary and correct documents, the tender application, at the **discretion of Competent Authority** of MSETCL, may be rejected without further consideration. However, MSETCL may call additional documents at the discretion of its officers. If any condition of the qualifying conditions is not applicable, the bidder shall submit the undertaking for the same without fail with due justification. However, decision of Competent Authority of MSETCL will be final and binding to the bidder for acceptance of such undertakings.
- 31. Competent Authority (CA) is Executive Engineer PAC Dn1, Mankapur, Nagpur.
- 32. All royalties and all local and other taxes/ duties etc., shall be paid by the tenderer at his cost.
- 33. **QUALITY OF WORK: -** Tenderer will be responsible for quality of work and workmanship.
- 34. **TOOLS PLANTS AND MACHINERY:** The contractor shall have sufficient and adequate T&P with him. The contractor shall bring his own tools, plants and machinery for this work. No T&P will be provided by the MSETCL.
- 35. **VARIATION IN QUANTITIES OF WORK:** Work will be carried out in accordance with the particular specification and as per instructions given by the in-charge at site. The Executive Engineer, also reserves the right to decrease or increase the quantity of work.
- 36. **FIRST AID BOX:** The contractor should always keep and maintain First Aid Box for this work as safety measure.
- 37. **PRECAUTIONS:** All equipments, lines are in charged conditions. Tenderer will have to take all precautions at his cost until handing over the site to MSETCL.
- 38. ACCIDENT: If any accident occurs to the labour skilled or unskilled, compensation if any, is to be paid by the tenderer only.
- 39. The performance of the agency will carry due weightage while deciding the qualified bidder.
- 40. **Performance of bidder**: The performance of work of the bidder in the past or for ongoing works/projects will be evaluated. It is essential for any bidder to have good/satisfactory work performance track record. If it is found that any bidder is found defaulter for poor / slow work performance or penalty is imposed for delay in works / convicted in court for poor performance, for fraudulent practices etc, found producing fake supporting documents or creating obstructions is MSETCL's works, such bidders will be straightaway termed disqualified even if they have

submitted all required documents. The discretion of U/s will be final and binding on the bidders. Such bidder should not participate in the bidding process.

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

- 49. **PENALTY**: If the work is not carried out within stipulated time limit, penalty at the rate 1% per week on delayed portion maximum to 10% of order amount shall be leived.
- 50. **Safety**: The contractors should provide all safety equipment / Tools & Tackles required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipment, the same shall be in the contractor's risk and cost. The contractor must maintain one first aid box in safe custody during the execution of work at site. **MSETCL will not be responsible for any negligence on the part of contractor or contractor's personnel.**
- 51. The tenderer must be registered under workman compensation act and the **employees shall be insured** under workman compensation act prior to start of work at site. For any accident the company will not be responsible for any compensation and all settlements pertaining to Govt. statutory payments shall be resolved by the tenderer only. The copy of <u>Valid Insurance of Labours</u> will have to be handed over to the SDO prior to start of work.
- 52. MSETCL will not be responsible for any accident (fatal or non-fatal) or injury to the personnel of the agency or any financial implication arising there from.
- 53. For any loss to the company's property during execution of work, the contractor will be liable to pay the equivalent compensation as per the recommendation of concerned Dy. Executive Engineer / Assistant Engineer i. e the contractor will have to make good for all the material or pay equivalent amount as per present Market Rates.
- 54. It is the responsibility of the contractor to maintain the discipline of his staff and himself and any hindrance to the work will be viewed very seriously and will make the contract liable for the termination by the MSETCL without entertaining any claims from the contractor in this regard (Not applicable to contracts for supply of material at MSETCL stores).
- 55. The **employees of the agency will not be entitled for any facility** as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by the provisions of Labour Acts such as Workmen Compensation Act, Minimum Wages Acts, Payment of Wages Act, Gratuity Act, P.F. Act, Goods Service Tax and other regulations framed by the Govt. from time to time. MSETCL will not be responsible for any violation of the Act or Regulations by the agency.
- 56. The **agency will be responsible for compliance of all statutory obligations** under the Factory Act, Contract Labour Act, Minimum Wages Act, Contribution under the C.P.F. Professional Tax, C.P.F. & E.S.I.S. Act etc., in respect of his employees. The payment, monthly/weekly to the staff of agency shall be made as per prescribed Minimum Wages Act in presence of authorized representative of MSETCL. The agency shall prepare a wage cum attendance register in the format given in Minimum Wage Act 1948. Any deviation to the above may result in suspending payment of bill of Agency by MSETCL.
- 57. Liabilities & Responsibilities of the Contractor: -The Contractor will be responsible for the payment of compensation to his staff in case of accidents as may be admissible under the Workmen's Compensation Act, 1923. If he fails to pay the same, it will be recovered from any of his bills due for payment to him by the Company and will be paid to the concerned persons or his dependent/heirs/Govt. Authority etc., as required under the rules and regulations. The Contractor will have to insure all his staff under Workmen's Compensation Act and the copy of the same will have to be produced to the contract operating Authority, failing which the bill will not be released.

- 58. Under no circumstances shall any bidder/contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.
- 59. In normal cause, the interpretation of the undersigned on any matter or decision given by him on any disputable point will be final and binding on the contractor.
- 60. The complete tender process is through SRM e-tendering system only, hence the SRM e-tender document does not require the signature of competent authority.

61. The bidder shall not wait for the last date/time of submission of bid and ensure all efforts for the bid submission well before the due date/time. This office will not entertain any plea of the bidder for not been able to submit the bids due to website problems or otherwise.

- 62. The contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to other working at site. The contractor shall be responsible for provision of all safety notices and safety equipment required both by relevant legislation and the Engineer as he may deem necessary.
- 63. **SECURITY DEPOSIT: 5%** of the amount of the order is to be paid as security deposit by cash/DD/BG in Executive Engineer EHV O&M Division, MSETCL, Nagpur within 7 days from the date of receipt of this order. **If S.D amount is not paid, you will not be allowed to start the work at site and the <u>work order will be cancelled without any further communication</u> No interest will be paid on this amount and this will be refunded after execution of works/guarantee period satisfactorily. Failure to furnish the security deposit within the specified period shall entailed to forfeiture of the EMD and cancellation of the contract.**
- 64. In case you fail to complete work fully and partly, the balance will be completed from other agency may be at higher rates and difference in cost will be recovered from your bill and security deposit in this case will be forfeited to MSETCL.
- 65. WORK & SAFETY REGULATION: The contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to other working at site. The contractor shall be responsible for provision of all safety notices and safety equipment required both by relevant legislation and the Engineer as he may deem necessary.
- 66. No living accommodation at site will be provided by M.S.E.T.C.L.
- 67. Any Loss to MSETCL property during work execution will be at the **cost & risk** of contractor.
- 68. COMPENSATION UNDER WORKMAN COMPENSATION ACT 1923 (VII of 1923): -The contractor shall be responsible for and shall pay compensation to his workmen / employee as per Act for injuries that may be inflicting on the workmen. In case if the MSETCL pays such compensation, as per Principals under subsection (1) of Section 12 of said Act, on behalf of the Contractor the amount of such compensation paid shall be recovered in the manner laid in clauses 4 of the relevant section of the Act.
- 69. The right to accept the SRM e-tender will rest with the M.S.E.T.C.L. The M.S.E.T.C.L. does not bind itself to accept the lowest SRM e-tender. The M.S.E.T.C.L. reserves the right to accept or reject any or all the offers in part or full without assigning any reasons
- 70. If it is found that the work is not being executed satisfactorily and methodically and within stipulated time period of programs given / during the contractual period, the MSETCL reserves the right to get the work done at the risk and cost of the contractor with 15% supervision charges by another agency.

- 71. 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.
- 72. One or more qualifying conditions may be relaxed at the time of opening of qualifying bid, if required in the interest of MSETCL.
- 73. **Subletting of contract** in any form to other contractive agency will not be permitted. If it is found that any other agency is executing the work, U/s reserves the right to terminate the contract immediately without giving any advance notice for termination.
- 74. **DEDUCTION:** Any amount or amounts which become payable by the contractor to the M.S.E.Trans.Co.Ltd. Under particular contract will be deducted by the Purchaser from any amount/amounts due or becoming due by him to the contract under the same or any other contract.

SAVE AND EXCEPT:

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

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

EXECUTIVE ENGINEER PAC DIVISION 1 M.S.E.T.C.L., NAGPUR.

I/We

.....

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

Signature, Name & Address of the contractor. With seal

Part A of SRM e-tender S.G.

EHV PAC Division 1, MSETCL, Nagpur Schedule A: Scope of work

Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential relay with inbuilt distance protection for 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

Sno	material no	Description	Unit	Total Qty
1	500016250	Supply of Numerical Line differential relay inbuilt Distance protection (The relay should have inbuilt Distance protection function with min. 4 zones with AR & compatible for IEC61850 protocol) DC 220V	No.	4
2	500020894	48F Approach cable (ADSS cable) G.652D-SM 48 fibre optic cable	km	1
3	500018952	Fibre optic Distribution panel (joint Box) for ADSS 48 Fibre optic cable	EA	4
	500017281	Termination box ADSS cable	EA	4
4	500020896	FC-PC connection fibre optic patch cord/cable	EA	8
5	500022778	Wall mounted termination panel (Line Interface Unit)	EA	4
6	500020897	Fibre interface unit for SCADA	EA	4
7	500017279	40mm Dia. HDPE Duct for ADSS cable	Mtr.	1000

Sno	service no	Description	Unit	Total Qty
1	50002066	Laying of OFC	m	4000
2	50007126	Retrofitting of Line differential relay	No.	4
3	50021519	Additional Hardware and necessary changes/enhancement in the existing substation automation system in order to integrate the additional (new) bay in the SAS as per SOR	EA	4

Executive Engineer, PAC Dn.-1, Mankapur MSETCL, Nagpur

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LIMITED

EHV PAC Division 1, MSETCL, Nagpur.

Schedule 'A'

SRM E-tender No: EE/PAC/DN-1/NGP/TECH/F- 415/SRM ENQUIRY/22-23/03

(RFX No.)

Form for quoting % rate for items included in Scope of work (Estimate for tendered works.)

Subject: - Tender for replacement and retrofitting of existing Numerical distance protection relay with line differential inbuilt distance protection relay of 220 KV Koradi II – Uppalwadi DC (OG+UG) lines at 400 KV Koradi II and 220 KV Uppalwadi substations.

Estimated Cost: - Supply amount is Rs. 22,20,515.59/- (Inclusive of GST & Labour Cess) & Work amount is Rs.10,01,686.80/- (Inclusive of GST & Labour Cess) i.e. Total amount of estimate is Rs. 32,22,202/- (Thirty-two lakhs twenty-two thousand two hundred and two Only.) Inclusive GST @ 18% & Labour cess @ 1%

I am ready to execute the above work with

-----% above the estimated cost (in words)-----% above)

OR

-----% below the estimated cost (in words)------% below)

OR

-----at par the estimated cost (in words) -----at par

Dated: -----

Signature of bidder:

Name-----

Address & Seal of the contractor: -

Notes: - 1. Conditional Offer is liable for rejection.

- 2. The SRM e-tender rates shall be inclusive of all taxes.
- 3. Percentage (%) quoted above/below/at par shall be applicable to estimated rates available with This Division.

4. The items if not covered in estimates but are necessary to be carried out while execution shall be dealt with separately and will be at sole discretion of the competent

authority for execution and will not form part of this tender.

EXECUTIVE ENGINEER PAC DIVISION 1 M.S.E.T.C.L. NAGPUR

Signature and seal of Contractor

:: SRM E- TENDER FORM ::

Specifications : EE/PAC/DN-1/NGP/TECH/F- 415/SRM ENQUIRY/22-23/03 RFX No. :

To,

The Executive Engineer PAC Division 1, Mankapur M.S.E.T.C.L., N A G P U R - 440 030.

Dear Sir,

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

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

Place :

Yours faithfully.

Date :

(Signature and seal of Contractor)

Address of the Contractor.