

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD
(CIN No.U40109MH2005SGCI53646)

Office of the Executive Engineer

EHV O & M Division-I, Pune

Block No.406, Administrative Building, 3rd Floor, Rasta Peth, Pune – 411011

Phone No : 7030964477,9422619391 E-mail- ee6140@mahatransco.in

EE/EHV O&M Dn.-I/Pune/Tech./ 596

Date : 27.03.2023

Sub: -E- enquiry for the work of Supply of TB 60 (Lithium-Ion)-5935mAh-46.2V Batteries required for Remote Airborne Inspection & Scanning System (RAISS) of make DJI, Type (M300 RTK) available at Line Maintenance Sub-Division-I, Pune under EHV O&M Division –I, Pune.

Dear Sir,

Sealed and super scribed quotations are invited for the above work on item rate basis, so as to reach this office on or before 10.04.2023 upto 11:00 Hrs. You are requested to quote your reasonable rate for the above work. The terms and conditions are as follows.

TERMS AND CONDITIONS:

1) The offer should be submitted in two separate sealed envelopes contained in one main envelopes super scribing the subject.

Envelope 1: Should contain associated documents/Certificates/proof of qualifying pre-requisite Broachers attested certificate etc such as,

1. Copy of valid shop act & establishment registration/NOC of Grampanchayat / Udyog Adhar.
2. Copy of Pan card.
3. Valid registration under GST.
4. Work experience certificate of similar type of work executed (Not below the rank of Executive Engineer)

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

Envelope 2: 1)Price bid documents: This should contain only price bid in given schedule, not in any other format. After verifying full documents /certificated pre-qualification as above in envelope 1,if it is found that ,bidder fulfills the desired prerequisites, envelope 2. will be opened. If the same is not meeting the prerequisites, Envelope 2 shall not open.

2) Quotations with incomplete details submitted without sealing or superscripting not submitted in prescribed format etc are liable to reject. Offer on fax or e-mail will not be accepted. This office will not be responsible for delay in postal transit. The agency should not submit 'conditional quotation' such conditional offer shall be liable for rejection.

3) The right to place an order for part or to cancel any or all quotations without assigning any reasons is reserved with this office.

4) **VALIDITY OF THE OFFER :** The offer submitted by the bidder must have a **validity of minimum 90 days from the date of opening of Price bid.** The bidder should submit their offer online complete in all respects before the submission date.

5) **WORK COMPLETION PERIOD :** The supply should be completed within 01 Months from the date of issue of work order. The material shall be supplied to Addl.EE PRM Line Maint. S/Dn-I, Pune as per Schedule A.

6)START DATE OF WORK: Date of issue of work order will be considered as start date.

7)EXECUTION OF WORK: The operating officer or undersigned will supervise the overall work. The work must be executed by the agency as per MSETCL standard practice & as per the guidelines/directives of the operating officer.

8)SECURITY DEPOSIT : The contractor have to pay the security deposit of 10 % of the estimated amount OR of the quoted amount whichever is higher, at EHV O&M Division-I, Pune within 07 days from placing of the work order.

The security deposit can be paid by Cash/ NEFT/RTGS/Online payment/DD/BG/FDR in favour of Executive Engineer, EHV O&M Division-I, Pune.

In case of DD/BG/FDR, the validity shall be upto 90 days from the due date of completion of Guarantee period .

The security deposit will be refunded within 90 days from the date of completion of guarantee period and by obtaining NOC from Addl.EE PRM Line Maint. S/Dn-I, Pune.

Please note that the % of security deposit clause of the work order may vary as per rules and guidelines issued by MSETCL/Government from time to time and same will be binding on you.

9)SIGNING OF CONTRACT/AGREEMENT: The contractor shall enter into an agreement on Non Judicial Stamp paper amounting Rs. 500/- (As per estimated Amount) with the MSETCL within 07 days from the date of receipt of the work order.

The MSETCL will not be liable to pay nor shall the contractor be entitled to claim amount due or payable under the contract until the agreement is executed. The necessary stamp duty for the agreement shall be borne by the contractor.

10)The T&P/ labour/ machinery/ equipment/ material required for the work shall be on your account.

11)GUARANTEE PERIOD : The bidder will have to give the Guaranty of supplied material up to period of 12 months from the date of supply of material. Guarantee certificate shall be submitted by the contractor for the supplied material. Any defects developed during guarantee period should be rectified at the cost of contractor.

12)WORKMANSHIP AND MATERIAL: The contractor should send his/her authorized personnel for the supply of material. They should carry his/her authorization letter.

All materials supplied shall be as per MSETCL specification. Material Supplied by bidder should be inspected by Executive Engineer OR his representative before starting the work. If Material is not as per MSETCL Standard & Specifications, then said material liable to reject.

All above documents like MRC, Guarantee Certificate shall be submitted along with the bill. The prescribed formats will be issued with the final work order.

13)PENALTY :

A) **Delay in execution of work:** If the contractor fails to complete the work in all respect in stipulated time as mentioned above, he will be liable to pay penalty at rate of ½ % per week subject to maximum limit of 10% of the total value of the order.

B) **Performance of work :** During the contract period , if it is found that performance of work is unsatisfactory, the contract is liable for termination by giving 3 days prior notice and at contractor's entire risk and the security deposit paid by contractor shall be forfeited.

C) **Delay in starting the work:** If it is found that the contractor fails to execute the agreement / start the work within stipulated time period, the contract is liable for termination by giving 3 days prior notice and at contractor's entire risk.

14)TERMINATION OF CONTRACT WITH RISK & COST : If the agency fails to supply the material fully or partly, within the stipulated period, the Company shall be at liberty, with prior notice of 3 days, to get the work done on account of and at the risk and cost of the contractor. MSETCL will prefer a claim for the difference in price and for all expenses whatsoever incurred in getting the same work. The said claim shall be recovered from any payment due to the Contractor from MSETCL, i.e. from bills or deposit or on any account; such expenses will also include 15% Supervision charges. The owner reserves the right to terminate/cancel the contract, in the event of the breach of contract in any respect or undue delay in execution of work/starting of the work.

15)OPERATING OFFICER :- The AEE LMSDN will be operating officer. The operating office shall inspect the material, as per MSETCL standard.

16) SUBMISSION OF TAX INVOICE : The tax invoice shall be submitted to the Executive Engineer, EHV O&M Division-I, Pune as per Schedule 'A'. The bill must be submitted along with Material Receipt Certificate signed by both parties, MOM, Guarantee certificates of material. The payment will be effected by Division office accordingly, subject to availability of funds after receipt of the bills.

17)PAYMENT TERMS : 100% payment will be done after the work completion per occasion and on the submission of Tax Invoice as mentioned in Cl No. 16 above.

18)MODE OF PAYMENT : The payment will be disbursed vide RTGS / NEFT by Division office.

19)DEDUCTION OF TAXES : Income Tax TDS @ 2 % , , GST TDS @ 2% & labour cess @1% will be deducted from the contractor's bill.

20)STATUTORY VARIATION IN TAXES AND DUTIES :

A) In case any existing taxes or duties are enhanced or any tax or duty is newly introduced by Govt. applicable for this work with effect from the next day of first working day of the calendar month just previous to the month of due date of submission of the bid and if the Contractor is required to pay additional amount towards this tax or duty then the Owner shall reimburse the Contractor, at actuals, the additional tax or duty so paid by the Contractor against submission by the Contractor of documentary evidence to the satisfaction of the Owner. The breakup of prices & % of taxes and duties considered for quoting is to be given in a separate schedule other than price schedule specified in this bid specification. **Rates quoted without separate breakup of price schedule shall be treated as firm rates and no variation on account of increase in taxes shall be payable. However, in case of reduction**

in taxes / duties, the reduction in rate shall be worked out considering quoted price includes that particular tax /duty.

B) The above provision is applicable for any reduction in duty or tax from the next day of the first working day of the calendar month just previous to the month of due date of submission of the bid. Accordingly you shall pass on the benefit due to reduction in taxes and duties etc. to the Purchaser.

C) If any statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable for this work takes place in the extended period of Contract, no claim for additional cost due to statutory variation shall be entertained by the Owner.

D) The claims against statutory variation, if payable, would be settled as reimbursement of payment at actual. While submitting such claims, the Contractor shall include documentary evidence to establish that the extra amount claimed by the Contractor due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

21)RECOVERY : Whenever any recovery towards losses/damages/shortages etc. is applicable; the same shall be recovered from contractor's bill, as assessed by the owner or his representative / Operating officer / Engineer-In-Charge. Recovery other than mentioned in work order placed to successful bidder will be done after consent of both parties.

22)FORCE MAJEURE : 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) quarantines, embargoes

The party affected by 'Force Measure' shall within 15 days of the occurrence of such a cause notify the MSETCL in writing with sufficient documentary proof. The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by mutual agreement.

23) SUBLETTING THE 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 originally issued to execute the works as per the terms of the contract.

24)DETAILS CONFIDENTIAL:The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the works and shall not use the site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

25)JURISDICTION : All disputes, differences related to the tender contract shall be subject to the exclusive jurisdiction of Pune District Court.

26)COMPENSATION: If any accident occurs to any of your worker / your Supervisor / or outsiders while carrying out the work, same will be on your account. The MSETCL will not be responsible for such accident/ compensation payment etc.

27)LOSS OF MATERIAL: You will have to keep your material in safe custody at your end. The MSETCL will not be responsible for the loss of the material kept at MSETCL's site. The accommodation for your staff will not be provided by the MSETCL.

28)The contractor shall have to make his own arrangement for Transport of man power, tools.

29)IDEAL LABOUR HOURS: In case of suspension of work or delay in Supplying the material due to any reason or stay order of the Court of Law etc., **no compensation will be paid by the MSETCL against idling of labours / idling of machinery etc., during the period.**

1. In case of any dispute whatsoever, regarding interpretation of the terms and conditions, or quality, the decision of the Executive Engineer, EHV O&M Division I Pune will be final and binding on the contractor.

2. Notwithstanding anything stated here, all other Standard Terms and conditions prescribed by MSETCL, regarding supply which are not specifically stated here, are also applicable to this contract and shall also form a part of the contract and shall be binding on the successful bidder.

3.The undersigned reserves right to Accept/Reject/Cancel the above tender without assigning any reasons thereof. Irrelevant documents if attached the bidder may be liable for rejection which may please be noted.

30)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 period work, the decision of the under signed shall be final & binding on you.

31)While execution of work, if any loss is caused to MSETCL, the same will be recover from you & you will have to make good the loss, work to be attended by you at your cost & risk only.

Thanking you,

Encl: As Above (Schedule A)

Yours faithfully,

Sd/-

(V.D. Munde)

**Executive Engineer
EHV O&M Division-I Pune**

Copy s.w.rs to: 1. The Chief Engineer, EHV PC O&M Zone, Pune
2. The Superintending Engineer, EHV O&M Circle, Pune

Copy to: 1. The AEE LMSDN-I,Pune.
2. The Dy. Manager (F&A), Dn .I, Pune.

M/F.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV O&M DIVISION-I, PUNE
Schedule'A'

Description of Work :- E- enquiry for the work of Supply of TB 60 (Lithium-Ion)-5935mAh-46.2V Batteries required for Remote Airborne Inspection & Scanning System (RAISS) of make DJI, Type (M300 RTK) available at Line Maintenance Sub-Division-I, Pune under EHV O&M Division –I, Pune.

Sr. No.	Particulars	Rate in Rs.	Unit
1	Supply of Batteries for the Drone Camera DJI TB 60(Litjium-Ion)-5935MAH-46.2V(M300RTK)		Nos.

Dated

Signature of Contractor with Seal

Name -----

Address-----

Sd/-

(V.D. Munde)

Executive Engineer
EHV O&M Division-I Pune