

Tender Details		09-08-2023 06:32:02
Tender Code	EE/STR/T-04/23-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets,33 KV isolator and other allied works under Satara Urban,Satara Rural,Koregaon,Wathar&Rahimatpur Sub Division under Satara Division	
Estimated Cost (In Lakhs)	50	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	AE LPO , 9029168562 ,eesatara@gmail.com	
Pre-Qualifying Req	As per Tender Documents	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Distribution Department	
Office Type	DIVISION	
Location Type	Satara Division	
Designation	Assistant Engineer(Distribution)	
Pre-Bid Meeting Address	Satara	
Bid Opening Address	Satara	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	09-08-2023 19:00	
Tender Sale End Date	16-08-2023 18:15	
Bid Start Date	10-08-2023 11:00	
Bid End Date	17-08-2023 16:00	
Pre-Bid Meeting Date	14-08-2023 15:00	
Techno-Commercial Bid opening on	18-08-2023 11:30	
Price Bid opening on	Will be declared later	

Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
O & M DIVISION, SATARA.**



Office of the Executive Engineer
Administrative Building, Ground Floor
Krishananagar, Satara
Satara - 415 003
Phone 02162- 244641(O),
247622 (P), 244641 (F)
eesatara@ho.mahadiscom.in
www.mahadiscom.in

CONTENTS OF SHORT E-TENDER

Sr. No.	Description
1	VOLUME-I :- Section 1 to Section 4 comprising Sample Forms 'A' to 'G'
2	VOLUME-II :- Technical Specifications Drawings Clarification of Bidding documents Amendment of Biding Documents
3	VOLUME-III :- Preparation of Bid Bid Submission Bid Price Bid Validity Bid Security Bid opening & evaluation Award of Contract
4	Bid price offer form :- Attached with Tender 1) Price Bid Schedule A with offer to be filled in by the Bidder & submitted. 2) Item wise Rate Schedule

VOLUME - I
INVITATION FOR BIDS

1. Maharashtra State Electricity Distribution Company Limited invites sealed bids, from eligible bidders for the **Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets, 33 KV isolator and other allied works under Satara Urban, Satara Rural, Koregaon, Wathar & Rahimatpur Sub Division** under Satara Division as defined in the bid document, for O&M Scheme on “Full Turn Key Basis”
2. Brief description of “The Works” is as follows: - the **Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets, 33 KV isolator and other allied works under Satara Urban, Satara Rural, Koregaon, Wathar & Rahimatpur Sub Division** on “Full Turn Key Basis” in area under **Satara Division**.

Bid Number	Taluka	Division	Sub-Division	Contract Period	Estimated Cost (Rs. Lakhs)
EE/STR/T-04/23-24	Satara	Satara	Satara Rural, Satara Urban, Koregaon, Wathar & Rahimatpur	03 Months	<u>50.00 Lakhs</u>

3. **Bid Document sale, due date and Opening date: -**

1	Period of Sale Of Tender	:-	09.08.2023 to 16.08.2023 up to 18.15 Hrs
2	Cost of each Tender Form	:-	Rs.5000/- + 18 % GST as applicable (Rs. 5900/-)
3	Last Date of Submission	:-	17.08.2023 up to 16.00 Hrs.
4	Tech. Bid Opening Date of Tender	:-	18.08.2023 at 11.30 Hrs.(If possible)
5	Commercial (Price) Bid Opening Date of Tender	:-	On or After 19.08.2023 at 11.00 Hrs.(If possible)
6	Earnest Money Deposit(EMD)	:-	Rs. 50,000 /- (1 % of Estimated Cost)

4.0 **Bid Security: -**

- 4.1 The Bid Security can be submitted in the form of Bank guarantee (in the prescribed format) / Online payment / by cash payment quoting proper Bid reference No. and other relevant details as required in the Bid. However the receipt if payment is made online or by cash is to be submitted along with other documents while submitting the technical bid documents. The bank guarantee shall be obtained from a Nationalized / Scheduled bank situated at Satara. If the payment is made by cash, it is to be paid at the office of the Executive Engineer, O & M Dn. MSEDCL, Satara.
- 4.2 The Bid Security shall be provided of specified amount for Rs.50,000/- (i.e. 1% of Tender Amount)

5.0 **Bid issue & Receipt by Employer: -**

- 5.1 Bid document can be obtained from Company's website i.e. on <http://works.mahadiscom.in/eTender/etender> tenders section. **The tender fee is to**

be paid online only. The receipt of the same is to be submitted along with the BID Documents Tender bid should be submitted online only.

- 5.2 Request for sending bid documents by Post will not be entertained.
- 5.3 No extension of bid due date, shall be considered on account of delay in respect of bid documents or its clarification regarding any discrepancy. The Interested bidder may have further information, if any and shall be collected from the address as given below:

The Executive Engineer

M.S.E.D.C.L, C.C.O & M Division,
Ground Floor, Krishananagar, Satara-415 003
Telephone No. : - (02162) 244641 (O),

- 5.4 **Bid Documents are non-transferable.** Bidder must buy the Bid Document in their own name and submit the Bid online only. Bid received from bidders, in whose name the Bid Document has been purchased, only shall be considered.
- 6.0 Bid Security must accompany the offer, in the form and manner given in the bid Document, **failing which the bid shall be rejected.** The Bid Security shall be **valid for a period of 90 days from the tender opening date.**
- 7.0 **Maharashtra State Electricity Distribution Co. Ltd.** reserves the right to cancel or to accept or to withdraw the Bid, without assigning any reason thereof.
- Such decision will not incur any liability, whatsoever on the part of MSEDCL consequently.**
- 8.0 Alternative Bids will not be considered.
- 9.0 All bid documents should be digitally signed by the bidder.

SECTION - I**INSTRUCTIONS TO BIDDERS****A.GENERAL****1. Scope of Bid**

- 1.1 The Executing Agency, (also referred to as “the Employer” or “Purchaser” in these documents) invites sealed bids from eligible bidders for the **Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets,33 KV isolator and other allied works under Satara Urban, Satara Rural, Koregaon,Wathar & Rahimatpur Sub Division** for maintenance works under **O&M Scheme on “Full Turn Key Basis” in area under Satara Division.**
- 1.2 The works are to be carried out at various sites in the area under **Satara Division.** referred in above table. However, the Bidder is expected to start the works immediately as per instructions mentioned in the bid.
- 1.3 All bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.4 The successful bidder has to start work simultaneously at all the sites covered in **Satara division,** as per the detailed work order of the Addl./Dy Ex. Engineer of **the concerned** Sub-Division.
- 1.5 The successful bidder will have to complete the works within **3 month** from date of detailed order by concern subdivision.
- 1.6 The Bidder shall submit the bid with full documents. Bid not covering entire scope of the project shall be treated as incomplete and hence, are liable to be rejected.

2.0 Eligible Bidders shall duly fill.

- 2.1 The bidding is open to manufacture(s), constructor(s) or an authorized representative of manufacturer(s). Such bidders should meet the qualification as stipulated here under. Manufacturers opting to bid through an Authorized representative are not permitted to bid on their own separately.
- 2.2 The bidder shall be a manufacturer or an authorized representative of manufacturer(s)/Constructor(s) who regularly manufactures/erects equipment of the type specified and has adequate technical knowledge and manufacturing experience.
- 2.3 The bidder does not anticipate a change in ownership during the proposed period of execution of work. (If such a change is anticipated, the scope and effect thereof shall be defined).

3.0 (A) Qualification of the Bidder - for Individual Bidder

- 3.1 In order to be qualified for award of Contract, the bidder will be required to satisfy the following minimum qualifying criteria, which take precedence over any qualification requirements that may be stated in the Specifications or elsewhere in the Bidding Document:
 - (a) The bidder should have at least 2 years experience as a contractor in the construction of **works in similar nature** that required under this contract, as per the requirements of Sub-Clause 3.1(d). Such works should include construction, erection, and commissioning of transmission and/or distribution lines, substations and transformers of varying capacities, and allied works; the bidder should enclose experience certificate showing works executed in last two financial years (i.e, 2021-22, 2022-23) that too issued by concerned employer, and
 - (b) The bidder should have a average turnover during in any of the three two financial years (i.e.2019-20,2020-21,2021-22) which should be 30 % of the Tender's Estimated Cost.
 - (c) **General Experience:** The Bidder should have executed either (i) a single order equivalent to at least 20% of the Estimated Cost of the Works, or (ii) two orders equivalent to at least 25% of the Estimated Cost of the Works, or (iii) three

orders equivalent to at least 30% of the Estimated Cost of the Works in MSEDCL during the last two preceding years (i.e.2021-22/2022-23).Experience certificate should be submitted only issued by concern authority.

- (d) **Contractors License** - The Bidder should possess a valid Electrical Contractor's license issued under the Act;
- (e) **Net worth** - The Bidder shall have a Positive Net Worth (Net worth for the F.Y. 2019-20, 2020-21, 2021-22 will be considered") Certificate in this regard from practicing Chartered Accountant / practicing cost Accountant to be submitted by the bidder.
- (f) **Conflict of Interest** – All bidders found to be in conflict of interest shall be disqualified. A bidder may be consider to have a conflict of interest with one or more parties in bidding process if they :
 - i. have controlling share holders in common or
 - ii. receive or have receive in direct /indirect subsidy from any of them or
 - iii. have same legal representative for the purpose of bid or
 - iv. have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on bid of another bidder or influence the decision of the employer regarding bidding process.
- (g) The bidder should be a registered contractor with MSEDCL's E-tendering system. The bidder should bear a Digital Certificate issued by TCS for MSEDCL work contracts. The bids submitted by contractors without having digital certificate/ without MSEDCL E-tendering registration will be rejected by the employer without assigning any further reasons.
- (h) Bidder should submit on his letter head the Permanent address, Local office address during this contract, Name & Contact number of supervisor during contract.
- (i) Insurance- The Bidder should possess a Insurance of labours.

4.0 For the purposes of evaluation of the Bidder's compliance with the provisions of Sub-paras (b), (f) above (Turnover & Net Worth) the Estimated Cost of the Works refers to the Employer's Estimated Cost as set forth in the Notice Inviting Tender and Bidding Data.

4.1 To be qualified for award of Contract, bidder shall also submit:

- (a) copies of original documents defining the constitution or legal status, place of registration and principal place of business for the bidder; and
- (b) a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (c) up to date information for current contract commitments/works in progress and financial resources in sufficient detail so as to enable assessment of the financial capacity of the bidder. and
- (d) authority to seek references from the bidder's Bankers along with details of the Banks; and
- (e) proposals regarding work methods, scheduling and re-sourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion, including:
 - i. qualifications and experience of key site management and technical personnel proposed for the contract;
 - ii. source (own, lease, hire, etc.) and deployment schedule for major items of construction equipment and materials handling facilities proposed for carrying out the work;
 - iii. procurement plan for supply and delivery of major materials and equipment to the Site; and
- (f) registration certificates for **Goods and Service Tax**.
- (g) **Registration certificates under PF** and labor laws as may be applicable as per the relevant acts. The bidder should possess either registration certificate or a

written letter from the appropriate authority that the firm is not eligible for PF registration (issued within last one year).

- 4.2 The Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, and other financial means - other than contractual payments - to meet (i) a cash flow requirement of at least 20% (twenty percent) of the Estimated Cost of the Works and (ii) the overall cash flow requirements for this contract and its other current works commitments.
- (a) In order to be eligible for award of more than one Contract, bidder who submits bids for two or more contracts will be required to demonstrate that:
 - (b) his **Average Turnover** for the last three financial years should be 30 % of the Estimated Costs of the Works for all Contracts taken together.
 - (c) **Net Worth : He should have positive net worth**, The net worth of F.Y.2019-20,2020-21,2021-22 will be considered.
- 4.3 In the event that a bidder is found to be the lowest evaluated responsive bidder on more than one Contract but that it does not have sufficient Turnover, Net Worth to satisfy substantial responsiveness for award of all contracts, then the Employer will have the right to award only that contract (or those contracts, if more than one) for which the bidder qualifies and which promises to confer the greatest benefit to the Employer. The Bidder must also satisfactorily demonstrate that (i) it has the personnel for the key positions required to carry out the Works, and (ii) that it has access to the minimum levels of key plant, equipment and machinery that are required to complete the Works within the stipulated time for completion, and (iii) that its proposals regarding work methods, scheduling and mobilization of resources are adequate to demonstrate the Bidder's capability to complete the Works in accordance with the specifications and time for completion referred to in above, and (iv) that its understanding of the requirements of the contract is clear and unambiguous. Any unsatisfactory assessment of these requirements may lead to the bidder being evaluated as technically non responsive.
- 4.4 Information submitted by the bidder with respect to its experience and qualifications shall be supported by mandate letters, completion certificates, WIP certificates, etc., from the respective clients, failing which their experience claims will not be considered for evaluation.
- 4.5 Information provided on the bidder's financial capacity shall be duly certified by a Chartered Accountant; documents submitted without the required Certification will not be considered for evaluation.
- 4.6 Bidder shall note that the qualification requirements described in the above Clauses shall strictly apply to the Bidder and not its associated companies or group companies or companies taken over by him.

Note : Provisional financial statements should not be enclosed with the bids.

4.0 One Bid per Bidder

Each bidder shall submit only one bid for project.

5.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

6.0 Site Visit

- 6.1 The bidder is advised to visit and examine the sites of Works and their surroundings and obtain for himself, at his own risk & cost, all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the Sites shall be at the bidder's own expense. The sites selected may vary due to the encumbrance at present installation to the

Employer. The changes/variations of any of proposed sites would not confer right for the extra additional claims.

- 6.2 The Employer will not entertain any claim at any stage from the bidder on the plea of having him self not acquainted sufficiently to the site conditions.

B. BIDDING DOCUMENTS

7.0 Content of Bidding Documents

- 7.1 The set of bidding documents comprises the documents mentioned below and any Corrigendum/Addenda issued.

SECTION 2**SAMPLE FORMS OF BID, QUALIFICATION INFORMATION, SECURITIES, LETTER OF ACCEPTANCE, CONTRACT AGREEMENT AND PAYMENT APPLICATION.**

(Bidders are advised to note the contents of the following Sample Forms, which form the part of Bidding Document.)

Sample Form Description

Form Number	Description
Form "A"	Bid Form.
Form "B"	Qualification information.
Form "C"	Bid Security / EMD (Bank Guarantee).
Form "D"	Contract Agreement.
Form "E"	Security Deposit (Bank Guarantee)
Form "F"	Self Declaration.
Form "G"	Letter of Acceptance

Bidders should not complete unconditional performance security form & advance Application form at this time. Only the successful bidder will be required to provide performance security in accordance with the sample or in a similar form acceptable to the Employer.

SAMPLE FORM – A
Bid Form
(On Bidder's Letterhead)

BID NO.EE/STR/T-04 /23-24

Name of Subdivision :- Satara Rural, Satara Urban,Koregaon, Wathar Stn. & Rahimatpur.

To,

The Executive Engineer

M.S.E.D.C.L, C.C.O & M Division,
 Krishananagar, Satara- 415 003

Sir,

I / We the undersigned have carefully examined and understood the **T- 04 / 23-24** bid documents. I / We hereby agree to Providing & Fixing of 11 KV & 22 KV A.B.Switches,33 KV Isolator & D.O.Fuse Sets,and other allied works under **O&M Scheme on “Full Turn Key Basis” in area** under **Satara Division** and hand over the completed works as described above in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

I/ we accept the arbitration procedure of instruction to bidders in section – I

This bid and your written acceptance shall be the basis for Contract Agreement. I/We understand that you are not bound to accept the lowest or any bid you receive or assign any reason therefore.

I/We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses.

I/We, agree to keep this Bid open for acceptance for 90 days from the date of opening thereof and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day _____ of _____2023.

Yours faithfully,

Witness: _____

Signature

Address:
 Signature
 Date

Name
 Address of the company
 Seal of the Company

(To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.)

SAMPLE FORM - B
(On Bidder's Letter head)

BID No.EE/STR/T-04 /23-24

Qualification Information

(The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 3 of the instructions to Bidders.

1. For individual Bidders or Individual Members of Joint Venture

1.1 Constitution or legal status of Bidder (Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory
of bid (Attach copy)

1.2

Total annual volume of Works performed in last Two years	Years	Full Turnkey/ Full Turnkey *	Construction **
	1	2	
	2020-2021		
	2021-2022		
	2022-2023		

1.3 Work performance as prime Contractor on works of a similar nature and volume over the last three years. The values should be indicated in the same currency used for item 1.2 above.

Project Name	Client name	Type & quantity of Work performed with Year of completion.	Nature of Contract.	Value of turkey Contract or Construction
i)				
ii)				
iii)				

* Amount of Turn Key is the summation of all the amounts for which bills are claimed for the executed works including supply, erection and up to commissioning.

** Amount under heading 'Construction' is the summation of all the amounts for which bills are claimed for the construction, erection and the commissioning activities performed in the year from the Turn Key contracts as well as purely erection and construction contracts.

- 1.4.1 The following items of Contractor's Equipment are essential for carrying out the Works. The bidder should list all the information requested below:

Item of Equipment.	Make & Age (Years)	Condition. (New/Good/Poor, Not Available)
Civil construction equipment.		
Material Handling equipment		
Testing / commissioning of the equipment.		

- 1.5 Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details

Position	Name	Years of Experience (General)	Years of Experience in the proposed position.
Project Manager, Chief Engineer, Manager, Supervisor, Engineer etc.			

- 1.6 Proposed sub-contracts and firms involved

Section of the works.	Value of Sub Contract.	Sub Contractors Name & Address.	Experience in similar Works.
I			
II			
III			

Activity of the activity schedule decided to be assigned.

Note: - The Bidder may note that the Sub-Contractor(s) intended to be deployed as listed above can be changed only with the approval of Employer.

- 1.7 Financial reports for the three years, balance sheets, profit and loss account, auditor's reports, etc. List them below and attach copies.

I)
II)
III)

- 1.8 Evidence of access to financial resources to meet the qualification requirements, cash in hand, net working capital etc. List them below and attach copies of support documents.

I)
II)
III)
IV)

- 1.9 Name, address, and telephone, telex and fax numbers of the bidders' bankers who may provide reference if contacted by the Employer.

I)
II)
III)

- IV)
1.10 Information on current litigation in which the bidder is involved.

Names of Parties involved.	Cause of Dispute.	Amount Involved.
I		
II		
III		

- 1.11 Statement of compliance with the requirements of Sub-Clause 3.2 (a) of the Instructions to Bidders.
- 1.12 Proposed work method and schedule. The bidder should attach description, drawings, and charts as necessary to comply with the requirements of the bidding documents.
- 1.13 Work Execution experience:

Criteria	Details	Amount Involved.
A One order equal to 20% of tender value Or		
B Two orders equal to 25% of tender value Or		
C Three orders equal to 30% of tender value		

Please attach documents in supporting of 1.13.

2.0 Declaration

The following declaration as to the eligibility of goods to be covered under the contract signed and dated by Contractor shall be attached to the bid.

“I, the undersigned hereby certify that, the major goods Defend in the Annexure ‘B’ of Volume II to be supplied are produced in (Name of the eligible source company (manufacturer)) & are confirming to the Technical Specifications of this Bid.

The material to be used should be of the make approved by the MSEDCL and the method of construction should be as per the standard method of construction approved by MSEDCL & adhering to relevant Acts & rules in force.

I, the undersigned hereby certify that (name of the Contractor)) has been incorporated and registered in (name of the eligible source state), has its appropriate facilities for producing or providing the goods and services in (name of eligible source) and actually conducts its business there”.

Date:
Place:

Signature
Name & designation
Name of Co.
Address

SAMPLE FORM -C
BID SECURITY (EMD) BANK GUARANTEE
(To be executed on Rs.100 non-judicial stamp paper purchased in the name of
issuing Bank)

WHEREAS, (Name of bidder) (herein called "the Bidder") has submitted his bid dated _____ for the Contract No. _____ Dated _____ under **Satara Division** (Hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (name of bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto Maharashtra State Electricity Dist. Co. Ltd. Maharashtra State, India (hereinafter called "**the Employer**") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of ____ 2023

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity and
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required; or
 - b. If the bidder does not accept the correction of his bid price pursuant to Clause 18, or
 - c. Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

We hereby agree un equivocally and unconditionally to pay at within 48 hours, to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the deadline for bid validity as per clause 6 of the Volume-III or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF AUTHORISED SIGNATORY _____

Name and Designation:

Seal of Bank

Bank Address:

WITNESS: (Signature)

Name & address:

SAMPLE FORM - D
CONTRACT AGREEMENT

This agreement made on Between **The Executive Engineer, Maharashtra State Electricity Dist. Co. Ltd., Satara Division** and of the other part.

WHEREAS the employer is desirous that certain contracts should be executed by the Contractor, viz. **Providing & Fixing of 11 KV & 22 KV A.B. Switches, 33 KV isolator & D.O Fuse Sets and other allied works under Satara Rural, Satara Urban, Koregaon, Wathar Stn. & Rahimatpur Sub Division under O&M Scheme on "Full Turn Key Basis" in area of Satara** division under **Satara Division** as defined in the bid document against **Tender T- 04/23-24** and has accepted a bid by the Contractor for the execution of the contract in the sum of **Rs.50.00 Lakhs (Rs. Fifty Lakhs only)**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this agreement.
 - a) Volume I & Volume III of Bid document
 - b) Employers letter of acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute the Contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby convenience to pay the Contractor in consideration of the execution of the contract and the remedying of defects therein, the contract price of such other sum as may become payable under the provisions of the Contract at the time in the manner prescribed by the contract.

In Witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Executive Engineer,
Maharashtra State Electricity Dist. Co. Ltd.
C.C.O & M Division, Satara

In the presence of: -

Signed, Sealed and Delivered by the said **M/s: -**

In the presence of:

Name & Address

signature

1)

2)

SAMPLE FORM - E**SECURITY DEPOSIT (BANK GUARANTEE)**

(To be executed on Rs.100/- non-judicial stamp paper purchased in the name of issuing bank.)

To
The Executive Engineer,
Maharashtra State Electricity Dist. Co. Ltd,
C.C.O & M Division, Satara

WHEREAS M/s ----- (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for **Providing & Fixing of 11 KV & 22 KV A.B. Switches, 33 KV isolator & D.O Fuse Sets and other allied works under Satara Rural, Satara Urban, Koregaon, Wathar & Rahimatpur Sub Division under O&M Scheme on "Full Turn Key Basis" in area under Satara Division** as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by Scheduled / Nationalized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee) _____ (in words) _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects Correction Certificate.

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank _____

Address _____

Date _____

IN WITNESS WHEREOF THE SURETY HAS EXECUTED THIS DEED IN PRESENCE OF

WITNESS: (Signature)

Name and Address

SAMPLE FORM – F**Self Declaration
(On Bidder's Letter head)**

I have under gone through all the contents of Tender form (Volume I. II&III)
and agree with all the terms and conditions mentioned there of.

Signature

Name & designation

Date:
Place:Name of Co.
Address

SAMPLE FORM - G
Letter of Acceptance
(On Employer's Letterhead)
By Regd. Post A/D

Contract No. _____ Date _____

To: (Name and address of the Contractor)

Dear Sir,

This is to notify you that your bid dated _____ for turnkey execution of “the Works” **Providing & Fixing of 11 KV & 22 KV A.B. Switches, 33 KV isolator & D.O Fuse Sets and other allied works under Satara Rural, Satara Urban, Koregaon, Wathar Stn. & Rahimatpur Sub Division** under O&M Scheme on “Full Turn Key Basis” in area under **Satara Division** for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 08 days and sign a contract agreement within 08 days from the date of this letter.

You are hereby instructed to proceed with preparation for the said Works in accordance with the Contract documents as listed in the Contract Data attached hereto

Yours faithfully,

Signature

Name

Title

Employer

(Signature, name and title of signatory Authorized to sign on behalf of the Employer)

SECTION 3**CONDITIONS OF CONTRACT****A. GENERAL****1. Definitions**

- 1.1 **Acceptance date** is the date when the Employer accepts the bid of the successful bidder by issuing a Letter of Acceptance.
- 1.2 **The Activity Schedule** is a schedule of the activities comprising **Providing & Fixing of 11 KV & 22 KV A.B. Switches, 33 KV Isolator & D.O Fuse Sets and other allied works under Satara Rural, Satara Urban, Koregaon, Wathar & Rahimatpur Sub Division under O&M Scheme on "Partial Turn Key Basis" in area under Satara Division** as defined in the bid document as "The Works" and handing over of "the Works". It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. Quantities mentioned in this schedule are approximate and bidder is expected to assess the work based on his investigation and site inspection.
- 1.3 **The Arbitrator** is the person appointed (by the employer) as per the rules of arbitration by Indian council of Arbitration.
- 1.4 **The Completion Date** is the date on which the Contractor shall complete whole of the Works, duly notified by the Executive Engineer, Satara Dn. or any other person duly Authorized by him, that the Employer can use the works. The Completion Date is specified in the Contract Data. Only the Employer may revise the Completion Date by issuing, in writing, an extension of time.
- 1.5 **The Contract** is the contract between the Employer and the Contractor, the terms and conditions of which have been incorporated in the agreement to be executed between the two parties.
- 1.6 **The Contract Data** defines the documents and other information, which comprise the Contract.
- 1.7 **The Contractor** is the bidder whose bid to carry out the Works has been accepted by the Employer and includes his legal hires, successors.
- 1.8 **The Contractor's Bid** is the complete bidding document submitted by the Contractor to the Employer.
- 1.9 **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.
- 1.10 **Days** are calendar days & **Months** are calendar months.
- 1.11 **Defect** is any part of the Works not completed in accordance with the Contract & includes material specifications as per Volume- II
- 1.12 **The Employer** is The Executive Engineer, Maharashtra State Electricity Distribution Co. Ltd. O & M Dn, **Satara** who will have the necessary authority to execute the project and be responsible to handle all affairs of the project including award of contract to the Contractor and include any person(s) authorized for the purpose by The Executive Engineer, Maharashtra State Electricity Distribution Co. Ltd., O & M Division, Satara.
- 1.13 **The Executive Engineer MSEDCL Satara Division, Satara or any other person duly Authorized by him will have necessary authority to execute the Project and be responsible to handle all affairs of the project.**
- 1.14 **The Engineer** is the person or organization named in the Contract Data or any other competent person authorized by the Employer and notified to the Contractor, for effective implementation of the project.
- 1.15 **Site In charge / in charge** is a person authorized by the Employer for the purpose of supervision and implementation of contract terms for the works covered under the contract.
- 1.16 **Construction Equipment** is the Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

- 1.17 **Plant** is any integral part of “the Works” which is to have a civil, mechanical, electrical, electronic or chemical function.
- 1.18 **The Site(s)** is/are the area (s) defined as such in the Contract Data for execution of works & includes contractors site store.
- 1.19 **The start Date** is the date of execution of Contract Agreement. It does not necessarily coincide with any of the Site Possession Dates.
- 1.20 **Specifications** mean and include collectively all the terms and stipulations contained in the bid document including the conditions of contract, Technical Provisions and Annexure thereto and list of correction and amendments.
- 1.21 **A Sub-Contractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- 1.22 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor including Temporary electric supply and water charges at his own expenses which are needed for construction, installation, and Commissioning of the Works.
- 1.23 **A Variation** is a modified instruction given by the Employer, which varies “The Works”.
- 1.24 **The Works** means **Providing & Fixing of 11 KV & 22 KV A.B. Switches, 33 KV isolator & D.O Fuse Sets and other allied works under Satara Rural, Satara Urban, Koregaon, Wathar & Rahimatpur Sub Division on “Full Turn Key Basis”** as defined in the bid document as “The Works” & allied work and also includes other works not specifically mentioned in bid but required due to site conditions & for what the Contract requires the Contractor to design, supply, transport, construct, install, test, commission, and hand over to the Employer, under the Project.

2.0 Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vices versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law

The language of the Contract shall be English. The law governing the Contract shall be the Indian Laws as stated in the Contract Data.

4.0 Decisions

The Employer is to decide contractual matters between the Employer and the Contractor fairly and in fully. The decision of the Employer will be final, Conclusive and binding on both parties to the agreement for contract.

5.0 Delegation

The Employer may delegate any of his duties and responsibilities to other people by notifying the Contractor and May even cancel/withdraw any such delegation by notifying to the Contractor.

6.0 Communications

Communications between parties that are referred to in the conditions are effective, only when they are in writing.

7.0 Assignment And Subletting Of Contract

- 7.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer.
- 7.2 The Contractor shall not sublet any part of the works without prior written consent of the Employer.
- 7.3 Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if those were the acts, defaults and neglects of the Contractor, his agents, servants or workmen.

- 7.4 The engineer shall have the right to obtain from the Contractor any agreement in writing entered into by the Contractor with any of his sub-Contractors or any purchase orders placed for supplies and services in respect of the works included in the Contract provided that the Contractor shall not be bound to disclose the sub Contract value. The Contractor shall supply the engineer with full technical and commercial details of orders placed on his sub-Contractors. The technical specification of all the items ordered on sub-Contractor shall be subject to the approval of engineer.

8.0 Co-ordination with Other Contractors

The Contractor is to co-operate and share the Site with public authorities, utilities, and the Employer.

9.0 Personnel

- 9.1 The Contractor is to employ either the key personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Employer. The Employer will approve proposed replacement key personnel only if their qualifications, abilities and relevant experience are equal or better than those of the personnel listed in the Schedule, without affecting the Contract Price.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of Contractor staff or work force and states the reasons, the Contractor is to ensure that the person leaves the Site within seven days and such person will have no further connection with the work in the Contract.

10.0 Contractor's Risks

All risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

11.0 Force Majeure

The term "Force-Majeure" as employed herein shall mean The acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

12.0 Insurance

It is mandatory that the contractor shall obtain the insurance policy as mentioned above from the insurance company approved by the Director of Insurance, Government of Maharashtra i.e. National Insurance Company Ltd., Ganeshchandra Chambers, 171-K Powai Naka, Raviwar Peth, Satara – 415002 for the Contractor's all risk (CAR) Insurance Policy or Transit cum erection (TCE) or Erection all risk (EAR).

If the contractor fails to obtain the insurance policy the MSEDCL shall recover 1 % of the contract value & deposit the same with the Director of Insurance, Government of Maharashtra, Mumbai.

- 12.1 The insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.
- a) The new installation erected under this tender should be insured at the cost of the tenderer as per the Govt. of Maharashtra decision, with the Director of insurance Maharashtra State, Mumbai -51
 - b) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
 - c) Covered against death or injury caused by the Contractor's acts or omissions to
 - (i) Anyone authorized to be on the Site.
 - (ii) Third parties who are not on the Site. as per laws applicable in India

- d) Full cover against theft and damages to the Works and materials during storage and construction. Contractor shall pursue the matters related to insurance claims in association with the Employer.
- 12.2 Policies and certificates for insurance are to be produced by the Contractor to the Employer for approval before the Start Date given in the Contract document and subsequently as the Employer may require.
- 12.3 Alterations to the terms of insurance may be made either with the approval of the Employer or as a result of general changes imposed by the Insurance Company with which the insurance policy is effected.
- 12.4 Both parties are to comply with any conditions of the Insurance policies.
- 13.0 Indemnities**
 - 31.1 The contractor is liable for and indemnifies the Employer and others against losses, expenses and claim for loss or damage to physical property, personal injury, and death causes by his own acts or omission
 - 31.2 The contractor claiming indemnity to take all responsible steps to mitigate the loss or damages which may occur.
 - 31.3 The contractor indemnifies the Employer against claims for damage causes by the movement of his Equipment or temporary works.
- 14.0 Site Investigation Data**

It is presumed that the Contractor, in preparing his Bid, has relied on the Site Investigation Data collected & verified by him from his own source.
- 15.0 Queries about the Contract Data**

The Employer is to give instructions clarifying queries about the Contract Data.
- 16.0 Contractor to Construct the Works**
 - 16.1 The Contractor is responsible for design, shop test & arranging for inspection & test by representative nominated by the Employer, during manufacturing process if needed, supply, transport, construct, install, commissioning and hand over the works in accordance with the relevant Specifications and Drawings.
 - 16.2 All the works should be carried out in conformity with the provisions under IE Rules 1956 and Contractor is to get clearance from Competent Authority under IE Rules 1956 before charging / commissioning of the work at site.
 - 16.3 The Bidder shall be responsible for coordinating and liasoning with the various offices i.e. Electrical Inspector Office, Forest Office, Municipal Offices, Grampanchayat and any other Department, consumer or a group of consumers etc., needed for timely completion of the work.
- 17.0 The Works to be completed by the Completion Date**

The Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Employer, and complete them by the Completion Date.
- 18.0 Approval of the Contractor's Temporary Works**
- 19.0 Safety**
 - 19.1 Works and Safety Regulations:**
 - 19.1.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or belonging to others working at site. Contractor shall notify the Engineer of his intention to bring on site any container with liquid or gaseous fuel or other substance, which may create hazard. Engineer shall have the right to prescribe the conditions under which such equipment or container shall be handled and used during performance of the works and Contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any Constructions plant and forbid its use, if in his opinion it is unsafe. The Employer will entertain no claim on account of such prohibition imposed. Contractor shall obey all safety instruction on site given by Engineer. The Contractor till the completion of contract shall post suitable number of Clerical staff, watch & Ward Store Keepers to take care of equipment, materials and construction tools and

tackles at site. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.

- 19.1.2 The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite tests of handling equipment, lifting tools, tackles etc as per standards and practices.

19.2 Electrical Safety Regulations

- 19.2.1 No work shall be carried out on any live equipment on any site. The Engineer must make equipment safe and permit to work is to be issued before any work is carried out.

- 19.2.2 The Contractor shall employ the necessary number of qualified, full time electricians to maintain his temporary electrical installation, wherever necessary.

20.0 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the State. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21.0 Possession of the Site

The Employer is to show the possible way leaves for erection and commissioning of the works covered under this contract, and for any deviation due to site conditions, from such way leave will require prior approval of Employer.

22.0 Access to the Site

The Contractor is to allow the Employer and any persons authorized by the Employer access to the Site and to any place where work in connection with the Contract is being carried out or intended to be carried out.

23.0 Instructions

The Contractor shall carry out all instructions of the Employer, which are in conformity with the law of the country.

24.0 Disputes

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in **Satara City** of Maharashtra. The Indian Law shall govern the contract.

25.0 Prohibition For Post Tender Correspondence

- 25.1 The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer.

- 25.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the Bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties and advised to refrain from contacting by any means, the employer and his Employees / representation on matters related to the bid under consideration. The employer if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

B. TIME CONTROL

27.0 Extension of the Completion Date

- 27.1 The Employer is to extend the Completion Date in the event of a Variation which makes it impossible for Completion to be achieved by the Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause him to incur additional cost.

- 27.2 The Employer is to decide whether and by how much to extend the Completion Date within 21 days of the Contractor asking him to decide upon the effect of variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a

delay, the delay by his failure is not considered in assessing the new Completion Date.

28.0 Delays Ordered by the Employer

The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

29.0 Management Meetings

29.1 Employer may instruct the contractor for a management meeting to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Employer is to record the business of management meetings and is to provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Executive Engineer **O & M Dn Satara**, either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

30.0 Early Warning

30.1 The Contractor is to warn the Employer at the earliest opportunity of specific likely failure events or circumstances, which may adversely affect the Project Implementation Schedule.

30.2 The Contractor shall co operate with the Employer in making the considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

C. QUALITY CONTROL

31.0 Identifying Defects

The Employer is to check the Contractor's work and to notify the Contractor of any Defects, which he notices. Such checking does not absolve the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work, which the Employer considers, may have a Defect.

32.0 Tests

The contractor has to submit all the type test reports & routine/ acceptance test certificate required in terms of Technical Specifications.

33.0 Correction of Defects

33.1 The Employer is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Liability Period, which begins at Completion of "the Works" or its sub-items and extends up to 365 days thereafter.

33.2 Every time notice of Defect is given, a Defects Correction Period for the notified defect begins. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is 60 days as stated in the Contract Data.

33.3 The Contractor is to correct defects which he notices himself before the end of the Defects liability period.

33.4 The Employer is to certify that all Defects have been corrected when all known defects have been corrected. If the Employer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Completion Date or both. If the Employer accepts the quotation, the corresponding change in the Contract Data is a Variation.

34.0 Uncorrected Defects after Completion Date

34.1 After Completion date, the Employer may arrange for third party to correct a Defect if the Contractor has not corrected it within the Defects Correction period.

34.2 The Employer is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within this notice period, the Employer may have the Defect corrected by the third party. The cost of the Correction will be to the contractors account & it will be deducted from the balance payment due to the Contractor.

- 34.3 Employer will carry out such work in the event of emergency and situation so demands and will inform to Contractor accordingly and will recover/deduct cost of such work done.

D. COST CONTROL

35.0 Activity Schedule

36.0 Changes in Activity Schedule

37.0 Cash Flow Forecast

38.0 Payment Terms

- 38.1 All payment due to the Contractor shall be paid only by 'NEFT or RTGS'
- a) The payment will be made in reasonable time as per contract orders issued for supply, transport, construction, erection, and commissioning of HT/LT lines & Transformer Centers & other allied works.
 - b) **Retention of 10% as covered under clause 40 below.**
 - c) Work is to be measured as per standard procedure. The measurements shall be taken jointly by Persons duly authorized on the part of Employer and by the Contractor.
 - d) If, at any time due to any reasons whatsoever, it becomes necessary to re-measure the work done in full or in part, the expense towards such re-measurement shall be born by the Contractor.
 - e) The Contractor shall bear the expenditure involved if any in making measurement. The Contractor shall, without extra charges, provide all assistance with appliances and other things necessary for measurement.
 - f) **The measurement entered in "Measurement Books(JMC)" and bills prepared shall be signed and dated by both the contracting parties.**
 - g) The Contractor will be intimated in writing by the Engineer the proposed date of measurement. If the Contractor does not turn up at the scheduled time, the Engineer shall have the powers to proceed by himself to take measurement in which case the measurement taken by Engineer shall be accepted by the Contractor as final.
 - h) Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a latter date by the Engineer.
 - i) The Contractor shall be directly responsible for payment of wages to his workmen. A Payroll sheet giving all the payment given to the workers and duly signed by the Contractor's representative should be furnished to Engineer for record purpose every month.
 - j) The Employer shall make the payment for the works direct to the Contractor.

38.2 The value of work completed includes the valuation of Variations, deductions towards advance & Retention.

38.3 The Executive Engineer MSEDCL, O & M Dn, Satara or a person(s) duly authorized by him may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.0 Mode of Payment

- 39.1 The Executive Engineer MSEDCL, O & M Dn, Satara or the officer nominated by him, is to pay the Contractor the amounts certified by the concerned field Engineer within reasonable time from bill submission. No interest is payable by the Employer for period exceeding as stated above.
- 39.2 If an amount certified is increased in a later certificate as a result of an award by the Court, the payment to the Contractor will be made accordingly.

40.0 Retention

- 40.1 The Employer will retain 5 % of the contract price, due, to the Contractor as stated in the Contract Data.
- 40.2 On completion of the whole of the Works including charging & commissioning and on submitting all operation and Maintenance Manuals, half the total amount retained will be repaid to the Contractor and half when the Defects Notice period has passed and the Employer has certified that all defects notified by him to the Contractor before the end of this period have been corrected.

40.1 Liquidated Damages:

- 41.1 If the Contractor fails to complete all the works within the time frame stipulated as completion period or within extension of time granted by the Employer, the Employer shall levy liquidated damages for breach of contract without prejudice to any other rights and /or remedies provided for the contract.
- 41.2 The liquidated damages shall be levied @ ½ % (Half percent) of the contract price per week of delay subject to maximum 10 (Ten) % of the contract price for balance scope of work and the completed work, which cannot be used for the benefit of MSEDCL. In case of such maximum delay, the contract may be terminated by the Employer and the balance work shall be completed by the Employer at the risk and cost of the Contractor.

42.0 Advance Payment

The employer will not effect advance payment to the successful bidder for execution of the contract.

43.0 Cost of Repairs

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the final Defects Correction periods is to the Contractor's Account.

44.0 Completion Certificate

The Employer is to issue a certificate certifying Completion to the Contractor when Employer decides that the work is completed.

E. FINISHING THE CONTRACT**45.0 Taking Over**

The Engineer will take over the Site and the Works within seven days from the date the Executive Engineer issuing a certificate of Completion.

46.0 Final Account

The Contractor is to supply to the Employer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Liability Period. The Employer is to certify any final payment, which is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer is to issue a schedule that states the scope of corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer is to decide on the amount payable to the Contractor.

47.0 Operation & Maintenance Manuals

- 47.1 Contractor shall supply all the Documents mentioned below within 20 days prior to completion date as stated in the Contract Data.
- 47.2 If the Contractor does not supply the manuals by the date stated in the Contract Data, the Employer is to withhold the amount stated in the Contract Data from payments due to the contract.

48.0 Termination

- 48.1 If any of the following events shall have happened and be continuing, the Employer may terminate the Contract by giving 30 (thirty) days prior written notice to the Contractor.
- The financing of the project is stopped by financiers due to any reasons there of.
 - On review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.
- 48.2 If the Contract is terminated, the Contractor is to stop work immediately, make

the Site safe and secure and leave the Site after handing over of the site to the Employer as soon as reasonably possible.

- 48.3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.
- 48.4 If, in the opinion of the Employer, the Contractor fails to make completion of works within the time specified in the contract agreement or within the extended period granted by the Employer.
- 48.5 If, in the opinion of the Employer, the Contractor fails to comply with any of the other provision of the contract including technical requirement, statutory provisions etc.
- 48.6 In the event the Employer terminates the contract in whole or in part as provided above, the Employer reserves the right to get the work executed as deemed by the Employer to be similar to the one contracted for, upon such terms and in such manner as the Employer may deem proper and the Contractor shall be liable to the Employer for any additional cost for execution and completion of such works.

49.0 Documentation

49.1 M/S_____ shall submit copies of drawings / other technical documents to Employer as mentioned below:

- a) Drawings for approval – as per M.S.E.D.C.L. Specifications
- b) Final Drawings – copies of final/ as built drawings along with 1- set in Floppy/CD in AUTOCAD Package.
- c) Schedule of O & M manuals
- d) Schedule of key Personnel
- e) Site investigation data

50.0 Payment upon Termination

- 50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer is to issue a certificate for the value of the work done and material ordered less payments received up to the date of the issue of the certificate and less the percentage of the value of the work not completed. Liquidated Damages do not apply and Employer has a right to claim for loss and damages in respect of any delay incurred arising from the Breach. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 50.2 If the Contract is terminated at the Employer's convenience or because of fundamental breach of Contract by the Employer, the Employer is to issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate.

51.0 Property

All materials on the Site, Plant, and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the property of the Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

SECTION 4**CONTRACT DATA**

The following documents also form part of the Contract

1. The Bid and Letter of Acceptance
2. The Conditions of Contract
3. The Technical Specifications
4. The Drawings
5. The Program
6. The Priced Schedules of Activities
7. The Schedule of O&M Manuals
8. The Schedule of Key Personnel
9. The Site Investigation Data
10. The Schedule of Taxes
11. The Employer is:

Executive Engineer,
Maharashtra State Electricity Distribution Co. Ltd.
O & M Division, Satara

12. The start date is _____ (MSEDCL TO DEFINE)
13. The completion Date for the Works is _____ months from the Start Date.
14. Deleted
15. The Site Possession Date is within _____ days from Start Date
16. The Sites are located in different parts of _____ Division / Sub - division.
17. Technical Specifications and Drawings are available at
Mahadiscom website i.e. www.mahadiscom.in
18. The Defects Notice period is _____ days
19. The Defects Correction period is _____ days
20. The maximum liability of the Contractor for damage to other's property and personal Loss Rs. _____ (MSEDCL TO DEFINE)
21. The minimum insurance cover for physical property during storage and construction Rs. _____ (MSEDCL TO DEFINE)
22. The language of the Contract documents is English
23. The laws, which apply to the Contract, are the Indian Laws.
24. Institution whose arbitration procedures shall be used: Indian Arbitration act 1940
25. Place where arbitration will take place will be _____ city.
26. The proportion of payments retained is 10% of Contract Price.
27. The liquidated damages for works of each site are 0.07 percent per day (percentage of contract price)
28. No bonus is indented to be paid.
29. Progressive payment against items supplied, installed, tested & commissioned shall be 90 % of the contract rates. The Retention amount shall be 10% of the contract rates.
30. Deleted
31. The date by which Operation and Maintenance manuals are required is 120 days prior to Completion Date.
32. The amount to be withheld for failing to produce operation and maintenance manuals by the date required is _____ (MSEDCL TO DEFINE)
33. The percentage of the value of the work not completed representing the Employer's Additional cost for completing the works is 150 percent of the Contract rate.
34. Contract work is to be carried out as per provisions under I.E. Rules 1956 and in confirmation to the relevant Acts/Rules as may be applicable.

VOLUME-II**1.0 Technical Specifications & Drawings.**

All the specifications & the Drawing of material being utilized are available at MSEDCL web site i.e. www.mahadiscom.in The drawings and specifications are not attached due to its bulky size. The bidders may download the same from above mentioned website address.

2.0 Clarification of Bidding Documents

- 2.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes telex and Tele-Fax) at the Employer's address indicated in the Invitation for Bid.
- 2.2 The Employer will respond to any such request for clarification, which he receives up-to 5 days prior to the deadline for submission of this. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents including a description of the enquiry but without indicating its source.
- 2.3 Request for clarification or any delay in complying with such request by the Employer, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.
- 2.4 Immediately upon purchase of the bidding document, the prospective bidder shall inform the Employer the details as given below to facilitate the process of clarification.
- 2.5
 - a) Name of Bidder and contact person
 - b) Detailed address; and Telephone No.

3.0 Amendment of Bidding Documents

- 3.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 3.2 Any addendum thus issued shall form part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 3.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids by a maximum period of 15 days.

VOLUME-III**1.0 PREPARATION OF BIDS****2.0 Language of Bid**

All documents relating to the bid shall be in the English language only.

3.0 Documents Comprising the Bid

The Bid submitted by the bidder shall comprise the following.

- a) Bid Form and Qualification Information Form and Documents
- b) Appropriate EMD in Original
- c) Price Activity Schedules and other Schedules.
- d) Information on eligibility and qualification as detailed under Clauses of section 1 Volume - I above be completed and submitted by Bidders in accordance with these instructions.

4.0 Bid Prices

- 4.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as **the Works**, as described in Sub-Clause 1.24 of Section 3 of this volume I.
- 4.2 The bidder shall fill in the rate for all the activities in **Price Schedule Format 'A' B, B1, C & D** (as per description in the schedule, drawings, and specifications) in the Mahadiscom website i.e. (www.mahadiscom.in). The price quoted by the Bidder shall be inclusive of all costs towards Design, Engineering, Supply, Inspection, Transportation, Receipt and storage at site, Erection, and Commissioning and clearance from Electrical Inspector, Clearance from other Govt. Semi Govt. departments etc. for the work covered under the bid. However the fees towards inspection of the Electric Inspector & fees towards clearance from other govt. Semi Govt. departments etc. will be paid by the bidder.
- 4.3 The Bid price shall exclude all taxes/works contract tax and duties, inclusive of Corporate tax, Income Tax, Sales Tax (including MVAT, Works Contract Tax, Service tax, Excise duty, Service Tax of central Government and 'VAT' as made applicable by Government of Maharashtra in live of the other taxes, if applicable, other taxes, fees, cesses, deposits etc. whatsoever, and the Employer shall not be liable for payment for any such taxes and duties as may be applicable as per Indian Law. All statutory duties (including excise or customs), taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be indicated equipment / material wise separately in details in the Bid submitted by the bidder. The bid price shall include the cost of charges for obtaining any permit or license.
- 4.4 Discount offered, if any shall be prominently indicated on the Bid Form.
- 4.5 As regards Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes, if attracted under the provisions of Indian law. However IT deductions at source as per Income Tax rules will be made.
- 4.6 Relevant provisions under Indian laws / Acts for P.F., Labour Contract, and any other Law/ Act as may be applicable to the works under this contract will be applicable though not mentioned specifically in above list.
- 4.7 The new installation erected under this tender should be insured at the cost of the tenderer as per the Govt. of Maharashtra decision, with the Directed of insurance Maharashtra State, Mumbai -51
- 4.8 The Bid price quoted by the Bidder shall be firm and not subject to price variation during the subsistence of the contract on account of cost escalation, changes in taxes etc by appropriate authority.

5.0 Currencies of Bid and Payment

The price for the project shall be quoted by the Bidder entirely in Indian Rupees.

6.0 Bid Validity

- 6.1 Bids shall remain valid for a period of **90** days after the deadline for bid submission.

- 6.2 In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 15 in all respects.
- 7.0 EMD (Bid Security):**
- 7.1 The bidder shall furnish, as a part of his bid, an EMD for the 1 % of estimated value, in the prescribed format. The validity of the EMD should be up to and including the date 30 days after the deadline for bid validity.
- 7.2 The EMD shall be in the form of a bank guarantee from a Nationalized / Scheduled bank having branch in the Maharashtra State. The format of the bank guarantee shall be in accordance with the sample form of EMD enclosed in Section 3. Bank guarantee issued, as security for the bid shall be valid till 90 days from date of opening of tender **or bid security can be paid at Division Office, MSEDCL, Krishnanagar, Satara by cash.**
- 7.3 Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer. The bid shall also be rejected if the bidder does not comply with the provisions of clause 7.2 above.
- 7.4 The EMD of unsuccessful bidders will be returned after 30 days of the bid validity period specified in Clause 6.
- 7.5 The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.
- 8.0 The EMD will be forfeited in case of any of the following: -**
- If the bidder withdraws his bid during the period of bid validity,
 - If the bidder does not accept the correction of his bid price pursuant to **Clause 18**
 - If the successful bidder fails within the specified time limit to
 - Sign the Contract Agreement
 - Furnish the required performance security
- 9.0 Alternative Proposals by Bidders**
- Bidders shall submit offers, which comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. **Alternative proposals shall not be considered.**
- 10.0 Format & Signing of Bid**
- 10.1 The original and bid securities all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly Authorized to sign on behalf of the bidder pursuant to Sub-Clause 3.4 (a) & 3.3 (b), as the case may be. **The person or persons signing the bid shall initial all pages of the bid where entries and amendments have been made.**
- 10.2 The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.
- 11.0 SUBMISSION OF BIDS**
- Sealing and Marking of Bids.**
- 11.1 The bid shall be submitted online on or before **17.08.2023 up to 16.00 Hrs.**
- 11.2 Bid shall be submitted online in two procedures as stated below: -
- EMD (Sample Form C), Bid form (Sample Form A), copy of the receipt of the purchase of the bid, Authorization in favour of the signatory, including other relevant authorization signature as required under the bid document. Sample form 'B' & qualification requirement Mentioned in Bidding documents and Self declaration in form "F".**
Other documents of this tender apart from above need not be submitted.

- b. **Commercial offer including price activity schedule and other relevant information in accordance with the requirement of the bid document.**
- 12.0 Late Bids**
 - Any bid received by the Employer after the deadline prescribed in Clause 19 shall not be accepted.**
- 13.0 Modification and Withdrawal of Bids**
 - 13.1 The bidder may modify or withdraw his bid by giving notice in writing before the last date of submission of Bid.
 - 13.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 13, with the envelopes additionally marked '**MODIFICATION**' or '**WITHDRAWAL**', as appropriate.
 - 13.3 No bid shall be permitted to be modified after the deadline for submission of bids
 - 13.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid will result in the forfeiture of the EMD pursuant to Clause 8.
- 14.0 BID OPENING AND EVALUATION**
 - Bid Opening**
 - 14.1 **The Employer will verify the pre-requisite documents of the bids required for qualifying**, including its modifications made pursuant to Clause 13, on line at 11.30 hours on date 18.08.2023 or Schedule date if changed by notification. The bidder's representatives who are present shall sign a register evidencing their attendance.
 - 14.2 The bidders' name, bid modifications and withdrawals, the presence or absence of EMD, and other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening of Envelope-I.
 - 14.3 The Employer will examine the pre-requisite documents of the bid in accordance with the requirements with the bid document. **If any of the documents is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive & the corresponding commercial bid will not be considered.**
 - 14.4 The responsive bidders shall be notified by the Employer to attend the verification of the commercial offer including price activity schedule and relevant information in accordance with the requirement of the bid documents.
 - 14.5 The procedures stated in clause No.13.1 to 13.4 shall be followed for opening of the Envelope-II of the bids, including modifications made pursuant to Clause 13.
- 15.0 Process to be Confidential**
 - Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions shall result in the rejection of his bid.
- 16.0 Clarification of Bids.**
 - To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the Activity Schedules. The request for clarification and the response shall be in writing or by cable, but no change in price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 26.
- 17.0 Examination of Bids and Determination of Substantial Responsiveness.**
 - 17.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) Meets the eligibility criteria (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require.

17.2 A substantially responsive bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality of performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract' or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

17.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

18.0 Correction of Errors

18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, **the amount whichever is lower will govern.**

18.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the EMD will be forfeited in accordance with Sub-clause 15.6 (b).

19.0 Prohibition for Post tender Correspondence.

19.1 The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer.

19.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and / or his employees / representatives on matters related to the bid under consideration. The Employer if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

20.0 AWARD OF CONTRACT.

Award Criteria

Subject to Clause 21, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined a) to be eligible in accordance with provisions of Clause 2, and (b) qualified in accordance with provisions of Clause 3.

21.0 Employer's right to accept or reject, any or All Bid(s).

21.1 Notwithstanding Clause 20, the Employer reserves the right to accept or reject any or all bid(s), and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.

21.2 The Employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

22.0 Notification of Award

22.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Such letter of

Acceptance will be deemed to have been accepted if not otherwise specifically acknowledged by the Contractor within 7 days from date of receipt.

- 22.2 The notification of the award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 23 and signing of agreement.
- 22.3 The successful Bidder shall execute contract agreement as per the proforma attached
- 22.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 23.0 Performance Security (Security Deposit)**
- 23.1 Within 08 calendar days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a **performance security as per Form E in the form of a bank guarantee for an amount equivalent to Five percent (5 %) of the Contract Price.**
- 23.2 The performance security is to be provided by the successful bidder in the form a bank guarantee **issued by a Nationalized / Scheduled bank having branch in Maharashtra or can be paid in cash at the office of The Executive Engineer, MSEDCL, O & M Dn. Satara.**
- 23.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 3.1 & 3.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.
- 24.0 Jurisdiction**
- 24.1 Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in **Satara** of Maharashtra.
- 24.2 The Indian Law shall govern the contract.
- 25.0 Agreement**
- In the event of acceptance of particular bid for award of Contract such successful bidder has to execute contract Agreement as per attached form E.
- 26.0 Time: The Essence of Contract**
- The time stipulated in the contract for the completion of works shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 27.0 Other Important General Terms.**
- 27.1 Effective and jurisdiction of contract: -
- 27.1.(A) The contract shall be considered as having come in to force from the date of issue of Letter of Award by the Employer.
- 27.1.(B) Patent Rights and Royalties:
Royalties and fees for patents covering materials, articles, apparatus, devices, equipments, software and processes used in the works shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such Royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.
- 27.2 The Contractor shall be responsible for the observance by his sub-Contractors for forgoing.
- 27.3 **Workmanship and Materials:**
- 27.3.(A) The Plant and/or the work shall be manufactured, constructed, provided, put in possession. Carried out and maintained in all respects with workmanship and material of the best and most substantial and approved qualities to the entire satisfaction of Engineer, who may reject any plant, apparatus, material or workmanship which shall in his opinion be defective in quality and such rejection shall be final and binding on the Contractor. The Contractor shall at his own expense provide all materials, labour, haulage, tools, tackles, apparatus and all things

necessary to execute and complete the work and the plant in the manner aforesaid.

- 27.3 (B) All materials used shall be of high grade, free from defects and imperfection, recent manufacture and unused. The materials shall conform to the relevant standard specifications accepted and approved.

28.0 Security:

The Contractor shall have total responsibility for all equipments and material in his custody stored, loose, semi assembled and /or erected by him at sit. The Contractor shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave work site only with the written permission of Engineer in prescribed manner. It shall be responsibility of Contractor to arrange for the security till the works are finally taken over by the Engineer.

29.0 Guarantee:

- 29.1 The Contractor Shall guarantee that the equipments/materials will be new and in accordance with the contract documents and will be free from defects in material and workmanship for a period of **1 years** for HT / LT lines erection from the **date of final acceptance of the works** by the employer. Any defects developed due to defective materials and / or workmanship during and commissioning of the equipments or during the guarantee period of 1 years from the date of final acceptance of works by the employer shall be rectified or made good by the Contractor at his own cost. The contractor's liability shall be limited to repair/replacement of any defective part in the equipment of his own manufacture or those of his sub Contractor and arising from faulty design, materials and / or workmanship. All costs for the repair and / or replacement of defective parts such as dismantling, re-erection, supply, transportation, etc shall be to the account of contractor.
- 29.2 No repairs or replacement shall normally be carried out by the Engineer when the plant is under supervision of Contractor's supervisor. In the event of an emergency, where, in the judgment of Engineer, delay would cause serious loss or damage, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event of such action taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the contract.
- (a) If it becomes necessary for the Contractor to replace or renew any defective portion of the plant under this clause, **the provision of this clause shall apply to the portion of the plant so replaced or renewed until the expiry of 1 years from the date of such replacement or renewal.**
 - (b) The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
 - (c) If at any time during the guarantee period, it shall appear to the Engineer that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer, notwithstanding the fact that the work or materials or articles complained of may have been inadvertently passed, certified and paid for the Contractor shall be found forthwith to rectify, to remove and reconstruct the work so specified in whole or in part, as the case may require, if so required to remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost.
 - (d) In the event of Contractor failing to remove the defect within time specified by the Engineer, the Employer may proceed to undertake the removal of such

- defect at the Contractor's Cost and Risk, without prejudice to any other rights and recover the same from performance bank guarantee / other dues.
- (e) The Contractor shall promptly provide adequate staff at sites during guarantee period to attend to defects, if any.

29 Bankruptcy:

If the Contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a company or corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Employer shall be at liberty (a) to terminate the contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the contract may become vested or (b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to amount agreed.

30 Notices:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in the event of Contractor being a company to or at its registered office.)

Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post at the Employer's address.

31 Details: Confidential.

- 32** The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising except with written consent of the Executive Engineer, MSEDCL, Satara Division and subject to terms and conditions as he may prescribe.

33 Check List:

The bidder shall give a checklist of documents/schedules enclosed with his Bid in the covering pages(s) for respective parts for quick check of the enclosures. A complete checklist shall be enclosed with each copy of the bid documents. It shall be construed that the Bidder shall comply completely with all the other requirements of the specification.

IMP Note :- Submission of online bid in Two Bid System

1) Technical Bid 2) Commercial Bid

Following documents are to be submitted

1) Technical Bid :-

Sr. No.	Particulars	Comment of the Tenderer
1	Purchase of Tender Receipt. (Online Receipt)	Yes / No
2	Earnest Money Deposit Receipt/Bank Guarantee/Online Receipt	Yes / No
3	Registration with M. S. E. D.C.L.	Yes / No
4	Valid Electrical License (Continuous Last Three Years)	Yes / No
5	Constitution and Experience as Contractor (2019-20,2020-21,2021-22)	Yes / No
6	Similar Nature Experience (2021-22, 2022-23)	Yes / No
7	Annual Turnover (2019-20,2020-21,2021-22) (Signed by Chartered Accountant)	Yes / No
8	Net worth (2019-20,2020-21,2021-22) (Signed by Chartered Accountant)	Yes / No
9	Latest Past Three years Balance Sheet (2019-20,2020-21,2021-22) (Signed by Chartered Accountant)	Yes / No
10	Registration under Insurance	Yes / No
11	Registration with Goods & Service Tax	Yes / No
12	Registration under PF	Yes / No
13	PAN Number	Yes / No
14	Sample Forms in Tender Documents	Yes / No
15	Other information if any	Yes / No

2) Commercial Bid :-

Sr. No.	Particulars	Comment of the Tenderer
1	Only Price Bid (Price Proposal)	Yes / No

Note:- Please submit only required necessary documents.

SEAL AND SIGNATURE OF TENDERER

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY
O & M DIVISION, SATARA**

Schedule for T-04 for Erection of 11 KV & 22 KV A.B. Switches, 33 KV Isolator & D.O Fuse Sets and other allied works under Satara Division.

Sr. No.	Description	Unit	Schedule
1	RSJ 116X100, 10 m long	No	
2	RSJ 116X100, 11 m long	No	
3	RSJ 116X100, 12 m long	No	
4	RSJ 152X152, 10 m long	No	
5	RSJ 152X152, 11 m long	No	
6	RSJ 152X152, 12 m long	No	
7	RSJ 152X152, 13 m long	No	
8	M.S.Angle 50X50X6 mm	KG	
9	M.S.Channel 75X40X6 mm	KG	
10	M.S.Channel 100X50X6 mm	KG	
11	M.S.Flat 25X6 mm	KG	
12	G.I.Nut Bolts	KG	
13	T-Connector for 100 sq.mm conductor	No	
14	T-Connector for 200 sq.mm condCompression	No	
15	AAAC 100 SQMM Cond	M	
16	G.I.Stay Wire 7/4 MM (8SWG)	KG	
17	H.T.Stay Set	Set	
18	Crimping of jumpers at Cut Points	No	
19	33 KV Isolator With E.B.800A	Set	
20	22 KV Air Break Switches	Set	
21	11 KV Air Break Switches	Set	
22	11 KV Horn Gap Fuses	Set	
23	22 KV Horn Gap Fuses	Set	
24	Strain H/W For 0.1 DOG or Equiv.AAAC	Set	
25	11 KV 70 KN DISC Insulators	No	
26	22 KV Pin Insulator C.D.560 mm	No	
27	33 KV Pin Insulators with G.I.Pins	No	
28	G.I.Wire 6 MM (6 SWG)	KG	
29	HT Earthing Set	No	
30	DOG To DOG	No	
31	Concreting Ratio 1:3:6	M3	
32	Restraining of Conductor	Span	

Please quote the rates against the activity mention above. The Centages & Taxes as per MSEDCL Rules

NAME OF THE FIRM
BIDDERS SEAL

SIGNATURE OF BIDDER

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY
O & M DIVISION, SATARA**

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6	RSJ 152X152, 12 m long	No	
7	RSJ 152X152, 13 m long	No	
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9	M.S.Channel 75X40X6 mm	KG	
10	M.S.Channel 100X50X6 mm	KG	
11	M.S.Flat 25X6 mm	KG	
12	G.I.Nut Bolts	KG	
13	T-Connector for 100 sq.mm conductor	No	
14	T-Connector for 200 sq.mm condCompression	No	
15	AAAC 100 SQMM Cond	M	
16	G.I.Stay Wire 7/4 MM (8SWG)	KG	
17	H.T.Stay Set	Set	
18	Crimping of jumpers at Cut Points	No	
19	33 KV Isolator With E.B.800A	Set	
20	22 KV Air Break Switches	Set	
21	11 KV Air Break Switches	Set	
22	11 KV Horn Gap Fuses	Set	
23	22 KV Horn Gap Fuses	Set	
24	Strain H/W For 0.1 DOG or Equiv.AAAC	Set	
25	11 KV 70 KN DISC Insulators	No	
26	22 KV Pin Insulator C.D.560 mm	No	
27	33 KV Pin Insulators with G.I.Pins	No	
28	G.I.Wire 6 MM (6 SWG)	KG	
29	HT Earthing Set	No	
30	DOG To DOG	No	
31	Concreting Ratio 1:3:6	M3	
32	Restraining of Conductor	Span	

Please quote the rates against the activity mention above. The Centages & Taxes as per MSEDCL Rules

NAME OF THE FIRM
BIDDERS SEAL

SIGNATURE OF BIDDER

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	11/22/33 KV HT Line Preventive Service	PM.PREV.HT LINE	Activity unit	9954	10000		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	As per tender	Price Section	11/22/33 KV HT Line Preventive	ok
2	Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets,33 KV isolator and other al	Technical Section	11/22/33 KV HT Line Preventive	Providing & Fixing of new of 11 KV & 22 KV A.B. Switches & D.O.Fuse Sets,33 KV isolator and other allied works under Satara Urban,Satara Rural,Koregaon,Wathar&Rahimatpur Sub Division under Satara Divi
3	As per tender Document	Commercial Section		ok