

EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01
Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		18-04-2024 11:42:08
Tender Code	EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Annual contract for material transportation from Stores/agency/site under Kalyan Rural Division.	
Estimated Cost (In Lakhs)	5	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	500	
GST In INR (@18% on Tender Fee: SAC No.	90	
Total Tender Fee Amount including GST in INR.	590	
Contact	V M Singalwar , 8879627037 ,eekalyanr@gmail.com	
Pre-Qualifying Req	As per tender terms & conditions	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Distribution Department	
Office Type	DIVISION	
Location Type	Kalyan Rural Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	EXECUTING AGENCY EXECUTIVE ENGINEER, KALYAN RURAL DIVISION MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD TEJSHREE 4TH FLOOR, JAHAGIR MAIDAN KARNIK ROAD, KALYAN (W) 421301,	
Bid Opening Address	EXECUTING AGENCY EXECUTIVE ENGINEER, KALYAN RURAL DIVISION MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD TEJSHREE 4TH FLOOR, JAHAGIR MAIDAN KARNIK ROAD, KALYAN (W) 421301,	
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	18-04-2024 11:35
Tender Sale End Date	29-04-2024 18:00
Bid Start Date	18-04-2024 11:40
Bid End Date	29-04-2024 23:55
Pre-Bid Meeting Date	22-04-2024 11:00
Techno-Commercial Bid opening on	30-04-2024 11:00
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 COMPANY LIMITED
KALYAN RURAL DIVISION.**

BID DOCUMENT FOR

**ANNUAL CONTRACT FOR MATERIAL TRANSPORTATION FROM
STORES/AGENCY/SITES TO JURISDICTION UNDER KALYAN RURAL DIVISION.**

TENDER NO. EE/KLNR/TECH/MATERIAL TRANSPORTATION /2024-25/T-01

**EXECUTING AGENCY
EXECUTIVE ENGINEER, KALYAN RURAL DIVISION
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD
TEJSHREE 4TH FLOOR, JAHAGIR MAIDAN
KARNIK ROAD, KALYAN (W) 421301,**

E-mail: eekalyanr@ho.mahadiscom.in

ISSUED TO:

**M/s. _____

_____**

PRICE: - RS.590.00 (INCLUDING GST/NON REFUNDABLE)

O & M KALYAN RURAL DIVISION

TENDER NO:EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

NAME OF WORK : Annual contract for material transportation from
Stores/agency/site under Kalyan Rural Division.

PERIOD : 18.04.2024 to 29.04.2024

ESTIMATED COST : 5, 00,000/-

E.M.D : 5,000/-

AVAILABILITY OF BID ON NET : 18.04.2024 to 29.04.2024.up to 23.30Hrs.

ACCEPTANCE OF EMD &
TENDER FEE : 18.04.2024 to 29.04.2024 .up to 18:00 Hrs.

LAST DATE OF SUBMISSION : 29.04.2024 UPTO 23.30 Hrs.

PROBABLE DATE OF OPENING : TECHNICAL BID =30.04.2024 AT 11:00 Hrs
(If possible).
: COMMERCIAL BID =

TENDER FEE : 590.00 (INCLUDING GST)

TENDER FEE PAID V.R.No. : DATE:
E.M.D. PAID VIDE R.No. : DATE:

OFFICE OF THE EXECUTIVE ENGINEER,
KALYAN RURAL DIVISION,
TEJSHREE BUILDING, JAHAGIR MAIDAN,
KARNIK ROAD,KALYAN (W)421301

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Issued to:

M/s. _____

**E-Tender Notice**

Following Tenders are invited in prescribed Tender forms for following Works/Items from reputed E-registered contractors with MSEDCL for following work.

Annual contract for material transportation from Stores/agency/site under Kalyan Rural Division.

Sr. No.	Tender No./Estimated Amount/Tender Form Fee	Last Date of Submission
1	EE/KLNR/TECH/2024-25/ MATERIAL TANSPORTATION/T-01/05.00 Lakh/590	29.04.2024


The tender documents are available at our website <http://works.mahadiscom.in/eTender/etender> after 18.04.2024. Last date of submission is on 29.04.2024 up to 23.30 Hrs.by E-tendering. For any additional information please contact to division office.

EXECUTIVE ENGINEER
KALYAN RURAL DIVISION

TERMS & CONDITIONS:

- Blank e-Tender documents will be available on Company's website <http://works.mahadiscom.in/eTender/etender> from 03.06.2023. Bidders are requested to download the same from website. The requisite amount of Tender Fee of Rs.500+ Rs.90 (GST) i.e. total Rs. 590/- & EMD (Bid Security) of RS. 5,000/- shall be paid by cash Office of The Executive Engineer, M.S.E.D.Co.Ltd, Tejshree Building, Jahagir Maidan, Karnik Rd., Kalyan (W), Dist- Thane in the form of D.D (Demand Draft)/unconditional Bank Guarantee from of any nationalize/scheduled Bank payable at Kalyan. The tender fee & EMD is to be submitted before due date & time of submission of bid document & copy of the receipt of demand draft should be up loaded along with tender document. Bid uploaded without attachment of money receipt/ D.D shall be considered as non-responsive & shall be rejected. The D.D should be made in favor of Executive Engineer, M.S.E.D.C.L., payable at Kalyan. The Bid security must be included & submitted with technical proposal.
- The offer should be with all necessary documents as per Check List of Documents for qualifying.
- MSEDCL reserves the right to accept any e-Tender or to reject any or all e-Tenders without assigning any reason thereof.

EXECUTIVE ENGINEER
KALYAN RURAL DIVISION

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED DIVISION, KALYAN		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan, Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 MAHAVITARAN <small>Maharashtra State Electricity Distribution Co. Ltd.</small> (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

E-Tender : - For Annual contract for material transportation from Stores/agency/site to Jurisdiction of Kalyan Rural Dn.

E -Tender Price: 500.00 + 18% GST Rs.90/- = Rs 590/-

Tender Amount:5.00 lakhs/-, E.M.D = Rs 5,000/-

TO BE FILLED IN BY THE BIDDER:

➤ Name & Address of the Bidder:

➤ Phone No:_____ Mobile No:_____

➤ E-mail: _____

➤ Address of the Office:

➤ Phone No:_____ Mobile No:_____


➤ E-mail: _____

➤ E-Tender Form Cost 590.00 paid vide M.R. No._____ Date:_____.

➤ E.M.D Paid 5,000.00 vide M.R. No._____ Date: _____.

Important Notes: -

1. Only registered contractors with M.S.E.D.Co.Ltd are liable to submit the tender.
2. Bidder must submit all the tender documents on online system of M.S.E.D.C.L website <http://works.mahadiscom.in/eTender/etender>.
3. Rates should be filled in prescribed schedule attached with this tender and on online.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED KALYAN RURAL DIVISION		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan, Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd. (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

CONDITIONS OF CONTRACT:**1) SCOPE OF WORK :**

- a. Party has to material transport from various M.S.E.D.C.L stores/ agency/ site to jurisdiction of KALYAN RURAL DIVISION.
- b. Successful bidder shall have to transport material from different stores to site within 20 hours on receipt of order.
- c. The unloaded material at division store should be properly stacked with identification marks/labels. The Company reserves the right for inspection of site.


2) Commencement of work:

The Letter of Award and the detailed order shall be issued by Executive Engineer, KALYAN RURAL DIVISION. The contract shall come into effect from the date of Letter of Award. However, the successful bidder shall start the work from the stipulated date mutually agreed between the Executive Engineer, O & M KALYAN RURAL DIVISION and the Successful bidder.

3) Quantity:

The tender value indicated is indicative and not final. The actual quantity shall be allocated by the Addl. Executive Engineer (O) of the Division. However, the quantity of material may increase or decrease as per requirement.

Seal and Signature of the Bidder

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED DIVISION, KALYAN		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan, Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 MAHAVITARAN <small>Maharashtra State Electricity Distribution Co. Ltd.</small> (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01
GENERAL TERMS AND CONDITIONS

1. The schedule of work & estimated cost as mentioned is purely tentative & may vary as per the actual requirement on site.
2. All the interested Bidder who have registered on MSEDCL web site www.mahadiscom.in from 18.04.2024 shall read carefully all the pre-qualifying documents requirement and fill up the pre-qualify bid no. 1) on online duly digitally signed and completing the requirement of documents as per prescribed proforma.
3. The Bidder should quote the rates of each items mentioned in the schedule attached with the Tender with exclusive of all taxes. The rates quoted for extra item other than schedule enclosed by any Bidder will not be considered.
4. The rates shall be valid for 90 days period from the date of opening of bid.
5. Duly filled in and duly e-signed (digital signed) price bids should be uploaded mentioning all the required details under two separate bids 1) pre-qualifying bid and 2) price bid through e-Submission process maximum up to date 29.04.2024 up to 18.00 hrs.
6. Since tender submission process is through e-submission only, no tender box will be kept in office for manual submission as per earlier process, same may please be noted. If any discrepancy is observed between the amount in figures & in words, the amount whichever is lower will govern.
7. The contractor who fails to start the works within the schedule time and date will be liable to forfeit of the earnest money deposit or security deposit paid, in addition to the compensation to the MSEDCL as per the terms & conditions of the contract.
8. If it is found that quality of works as well as performance is unsatisfactory, the contract is liable for termination without giving any notice. The security deposit paid in cash shall be forfeited. The entire work under this contract would be subject to general conditions of contract for work and terms and condition of contract stipulated therein would be binding on contractor.
9. The contractor should not entrust the work on subcontract or transfer or assign the contract or any part thereof to any third party in case if it is not followed it will be treated as break of contract and will be terminated at contractor's risk & cost.
10. The entire work under this contract would be subject to general conditions of contract for work and terms and condition of contract stipulated therein would be binding on contractor.

11. The contractor should have his own man power and vehicle required to carry out the job. In case of any accident to his worker the total responsibility lies with the contractor.
12. In case of damage to the MSEDCL's material/theft of material, then appropriate cost of the same will be recovered from the contractor.
13. The work shall be carried as and when allotted by the Executive Engineer, KALYAN RURAL DIVISION. The completion period of ascertained work will be decided by the concerned Executive Engineer.
14. All the works shall be carried out as per the instruction of this office.
15. The contractor will have to start the work as per instruction of Ex.Engineer. Kalyan Rural Division or his authorized representative after getting the order from this office and completion of formalities.
16. If any defects observed to material during the transportation then the amount of damage will be recovered from the contractor.
17. In case the work is not fully carried out by the contractor the MSEDCL will get done the work through some other parties at high rates and difference of rates shall be recovered from the contractor's bills who fail to execute the order and also the E.M.D. /S.D. etc. will be forfeited in breach of contract which may be please noted.
18. The bills should be submitted through the Executive Engineer in triplicate for the payment after completion of complete work to this office. The bill will be paid by cheque only as early as possible after receipt of bill along with entry in SAP to this office, subject to availability of funds.
19. The contractor shall not be entitled to claim any interest, any arrears or on balance amount which may be found due to him at any time.
20. The Income tax & necessary taxes as applicable as per prevailing rate will be deducted from the bills.
21. Period of Contract: Initially the period of contract will be for one year or completion of order value whichever is earlier and subject to further extension on mutual consent if found necessary.
22. You are also deemed to be fully aware of Company's General terms conditions of works contract, and any ignorance of these terms and conditions will not be accepted. The Sub-station area is declared as prohibited area by the Company it is necessary to take the prior permission from the work in charge for entry etc. The safety of your personnel executing the work shall be fully confirmed prior to undertaking the work and responsibility of safety for your staff /persons shall lay with you.
23. You will be totally responsible for the safety of your persons while transporting material and Company will not be responsible for any damage to your vehicle, material/ manpower etc.
24. No accommodation will be provided to you or to your persons by Company.
25. No T&P/labour, Crane any other relevant equipment will be provided by the Company. Therefore, the same will be arranged by you.

26. Amount/ Amounts due on account of damage or transportation delay or default or breach of contract, the right to recover-retain or withheld the same is reserved by the Company. Any type of compensation/ damage etc. to your labour or persons due to any accident etc. will have to be paid by you and Company will not be responsible for the same.
27. All necessary precautions should be taken while carrying out the work so as to reach the material safely at S/Dn. Store/Site. In case of any damage to the MSEDCL's material/theft then appropriate cost of the same will be recovered from the contractor.
28. The contractor shall have to complete the work within 02 days from the intimation from this office or authorized representative of this office. If in case the contractor fails to carry out the work in stipulated time, the penalty @ ½ % per week for the delayed period will be charged maximum up to 10% of the value of the contract order.
29. The contract or any parts thereof shall not change without the permission of accepting authority or his authorized representative.
30. Earnest Money Deposit: - The contractor will have to pay E.M.D. at the rate 1% of tender value, as mentioned, to this office in the form of D.D. drawn of any Schedule/Nationalized bank in favor of Executive Engineer O&M MSEDCL, Division Kalyan R payable. Tenders without payment of EMD shall not be considered and will be liable for rejection.
31. The Bidder shall have to pay security deposit amounting @ 10% of the value of the order within 14 days from the date of receipt of the LOA and before starting the work in form of DD/B.G. The same will be refunded after completion of guarantee period. Security Deposit will be interest free.
32. If any discrepancy/objection found in the Tender documents regarding specifications etc., should be brought to the notice of this office before submission of Tender. No objection will be allowed/ entertained once the bids are opened. The decision of undersigned will be final & binding on all Bidders.
33. In case of any conflicting instructions or in difference of opinion on any point or in case of dispute about the contract/work order, the decision of the undersigned will be final & binding on you.
34. The contractor will have to execute and sign an agreement as per rules of MSEDCL on the stamp paper of Rs.100/- and will have to bear the stamp duty for the purpose if required.
35. The details of works to be carried will be given by concerned division in charge.
36. The terms and conditions mentioned in the tender notice is applicable to the Bidder.
37. The undersigned reserved the right to accept or reject tender without assigning any reason & to make any alteration / modification if necessary Further the undersigned reserves the right to bifurcate the tender order & work to more than one contractor.
38. Arbitration: -
The matters to be determined by the Executive Engineer (E.E.): -
All disputes & difference of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion & whether before or after the determination of the contract, shall be referred by the contractor to the E.E. & E.E. shall (within 120 days) after receipt of the contractor's representation make & notify decisions of all matters referred by the contractor in writing.

a) **Demand for Arbitration :**

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights & liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY of any certificate to which the contractor may claim to be entitled to, and if the E.E. fails to make a decision (within 120 days) then in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

- b) The demand for arbitration shall specify the matters, which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration & other matters shall not be included in the reference.
- c) The arbitration proceedings shall be assumed to have commenced from the day, a written & valid demand for arbitration is received by the Board/ company.
- d) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents & the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- e) The Board/Company shall submit its defense statement & counter claims , if any within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
- f) No new claim shall be added during the proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- g) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within period of 90 days of receiving the intimation from the Board/Company that the final bill is ready for payment, he/they will be deemed to have waived his/their claims(s) & the Board/ Company shall be discharged & released of all liabilities under the contract in respect of these claims.

39. **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 Kalyan City of Maharashtra State. The Indian laws shall govern the contract.

40. **Obligation during tendency of Arbitration :**

Work under the contract shall unless otherwise directed by the Executive Engineer, continue during the arbitration proceeding, & no payment due or payable by the Board / Company shall be withheld on account of such proceedings, provided however it shall be open for Arbitral Tribunal to consider & decide whether such work should be continued during arbitration proceedings.

- a) In case where the total value of all claims in question added together does not exceed 20.00 Lac (Twenty Lac's) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the E.E. of the Board/Company or serving or retired officer of the Board/Company/Government not below the grade of S.E. or equivalent nominated by the Chairman of the Board/Company in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written & valid demand for arbitration is received by the Board/Company.

- b) In cases the value of the claim exceeds 5.00 Lakh (Five Lakh) as above; the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. Govt. not below the grade of E.E/Dy.M (F&A) as the Arbitrators. For this purpose, the Board / Company will send a panel of more than 3 names of arbitrators of one or more department of the Board/Company/Govt. to the contractor who will be asked contractor's nominee. The Chairman shall appoint at least one of them as the contractor's nominee & will also appoint the balance number of arbitrators either from the panel or from outside the panel duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts Department.
- c) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the Chairman shall appoint new arbitrator's to act in his/their place in the same manner in which the earlier arbitrator's had been appointed. Such reconstituted Tribunal, May as its discretion proceeds with the reference from the stage at which it was left by the previous arbitrators (s).
- d) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties to do all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- e) While appointing arbitrator(s) as above, due care shall be taken that he is /are not the one/those who had as opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Board/Company's servant(s) expressed views on all or any of the matters under dispute or difference. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his their duties expressed views on all or any of the matters under dispute.
- f) Arbitral award shall state item wise, the sum & reasons upon which it is based.
- g) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award & interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- h) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- i) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- j) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- k) The cost of the arbitration shall be borne equally by the respective parties. The cost shall include fees of the arbitrators as per the rates fixed by the Board/Company from time to time.

- j) Board/Company shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion. The arbitral proceedings should be completed & the award be finalized within one year from the date of appointment of arbitrators. Subject to the provisions as aforesaid, Arbitration & Conciliation Act 1996 & the rules there under, & any statutory notification thereof shall apply to the arbitration proceedings under this clause.

41. Octroi Duty:


Material is to be transported outside the Municipal Corporation limit should be done under the provisions of the Octroi rules. The Municipal transport charges, if any, shall be borne by the contractor whenever the vehicles of the transport contractor have to pass through any Municipal area to the Consignee's Stores. The contractor shall however furnish all details of Octroi charges & Municipal transport charges well in advance.

42. Reimbursement:

- a) Whenever payable by the Company Octroi Escort/Town duty and other necessary charges up to 500 will be paid by the contractor and same will be reimbursed to him with the bill payments for this contractor have to submit separately the details of such payments with the bills.

43. The jurisdiction of this contract is subject to KALYAN RURAL DIVISION only.

Seal and Signature of the Bidder

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED DIVISION, KALYAN		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan, Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01


INSTRUCTION TO THE BIDDER

1. All the interested Bidder who have registered on MSEDCL web site www.mahadiscom.in from 18.04.2024 shall read carefully all the pre-qualifying documents requirement and fill up the pre-qualify bid no. 1) on online duly digitally signed and completing the requirement of documents as per prescribed proforma. All the details of tenders, instructions to Bidders, contractor's particulars. General terms and conditions, special conditions of contract, material to be used & Technical specification and schedule "A" is available on our web site <http://works.mahadiscom.in/eTender/etender>. Last date and time of submission of tender, only by e-submission process, is 29.04.2024 up to 23.30 Hrs. Manual submission of tender is not allowed and will not be accepted in any case or on any grounds whatsoever it may be. Bidder should take proper care to upload their tender through e-process well in advance before last date & time of submission to avoid last minute trafficking at server or any other computer/internet problem.
2. Duly filled in and duly e-signed (digital signed) price bids should be uploaded mentioning all the required details under two separate bids 1) pre-qualifying bid and 2) price bid through e-process maximum up to date 29.04.2024 up to 23.30 hrs.
3. Since tender submission process is through e-submission only, no tender box will be kept in office for manual submission as per earlier process, same may please be noted.
4. E-tender submitted as per above procedure will be opened if possible on the 29.04.2024 after 11.00 hrs or at suitable time or on subsequent working days in presence of tender committee from MSEDCL and in front of those contractors who wish to remain present at the time of opening. But presence of contractor is optional on contractor's side as they may directly view the opening results on logging on web site by using their password (keyword) from any other place but only after tender committee opens the e-tenders.
5. The rates should be quoted considering the necessary charges to be incurred.
6. Any conditional tender may not be considered.
7. The contract will be placed for one year.
8. All T & P's, Labours, Vehicles, Fuel, RTO Formalities etc. are to be arranged by the tender.
9. Price fluctuations clause will not be considered.
10. All offers shall be kept open for acceptance for 90 days from the date of opening of the tender.
11. Your tender will not be considered if you fail to furnish all the information required in the tender form.
12. Tender complete with all the prescribed particulars duly filed in together with all the documents should be enclosed.

13. The estimated cost & quantity to be transported of this work contract is approximately. The Company shall reserve the right to exceed or less the quantities specified in the tender against each item.
14. The tender must be accompanied by Earnest money Deposit to be paid either in Cash or by D.D. payable at Kalyan. No other mode of payment will be accepted.
15. EMD will be refunded as soon as possible after tenders are finalized. The tender should apply for refund of EMD after expiry of 90 days from the receipt & advance stamped receipt. No interest will be paid on EMD.
16. E.M.D. will be forfeited in following cases:-
 - a) If the Bidder fails to pay security deposit, if the contract is placed with him.
 - b) If the Bidder is withdrawn before taking decision regarding his tender by this office.
 - c) If the successful Bidder refuse to sign and complete the contract documents/ agreement.
17. The successful Bidder has to transport the Company's Materials/Poles etc. with loading activity from various store centers to Kalyan Rural Division Store and also within Kalyan Rural Division area, as directed from time to time.
18. The Bidder shall also be deemed to have acquainted with the site conditions which he has to come across while executing the work. No extra payment or charges will be admissible on any ground.
19. The bidder has to stack the unloaded material at division store with identification marks/label.
20. The tender shall be deemed to have acquainted with Company's general conditions of the contract of works. These conditions are also binding on the Bidder.
21. While submitted the Tender all details must be clearly filled in & the rated should be quoted in enclosed proforma in figures as well as in words. Scratching & correction, if any should be attested.
22. In case of breakdown of vehicle alternative arrangement of vehicle will be accepted. But it must be for a limited reasonable period only. The vehicle should be in fairly good condition. All the terms will remain the same.
23. Right to accept the Tender in part is reserved by the Executive Engineer, MSEDCL, O & M Division Kalyan R.
24. The competent Authority does not bind himself to accept the lowest rates and also reserves the right to accept to reject any or all Tenders without assigning any reasons.
25. The problems of Labour, their loading, boarding, medical aid, their payment accidental compensation etc. will be entirely at Contractor's responsibility.
26. Any dispute between the contractor & the Engineer -in- Charge will be settled by Executive Engineer, Kalyan R and his decision shall be final and binding on the contractor.
27. Terms of Payment:-
 - a) The contractor should submit the bills in triplicate along with necessary documents /certificates against each requisition after completion of work to concerned Sub- Division.
 - b) On the basis of measurements, payment will be made against each requisition by this office according to the Company's producer as per the availability of funds.
 - c) Income Tax will be deducted from each bill (as per the IT rules)
 - d) The contractor shall not be entitled to claim any interest on arrears or any balance amount.

- e) Measurements of the works carried out will be recorded by the representative of the Company.
28. Recoveries/ dues if any from the contractor shall be recovered from the bills, in addition to the following deduction -
- Deduction on account of retention Money.
 - Penalty in full, if levied.
 - Expenditure incurred by the Company on behalf to the contractor in full.
 - Any other amount to be recovered from the contractor.
29. Any risk that will be involved due to non-registration of your firm laborers/vehicle lies on the part of the contractor.
30. The Bidder should enclose the documents showing that he has previous experience & have successful completed such type of works for Govt /reputed organizations minimum up to 5.00 Lacs.
31. Bidder which does not fulfill any of the above conditions or incomplete in any respects liable to be rejected.
32. The Bidder is requested to go through the tender documents and if he has any doubt regarding meaning of the clauses, he should sought clarification in writing from this before submitting the tender.

Seal and Signature of the Bidder

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED DIVISION, KALYAN		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan,Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

LETTER TO THE EXECUTIVE ENGINEER

To,
The Executive Engineer,
O & M, KALYAN RURAL DIVISION,
M.S.E.D.Co.Ltd. Tejshree Building
Jahangir Maidan, Karnik Road,
Kalyan (W) 421301.
Dist.: - Thane.

Dear Sir,

I/We agree for the rate tendered by us subject to the condition of tender and for which I/We have carefully read and which I/We thoroughly understood and to which I/We hereby agree.

I/We hereby agree to keep this offer open for 90 days after the opening date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Thanking you,


Yours faithfully

SEAL & SIGNATURE OF BIDDER

Date:

Name and Address of the Bidder:

M/s. _____

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED DIVISION, KALYAN R		
Office of the Executive Engineer, M.S.E.D.Co.Ltd. Tejshree Building, Jahagir Maidan, Karnik Rd. Kalyan (W), Dist: - Thane , Pin Code - 421301	 MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd. (A Govt. of Maharashtra Undertaking) CIN : U40109MH2005SGC153645	☎321584 (O), Ex.401, Email ID: eeekalyanr@gmail.com ,

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

CHECK LIST OF DOCUMENTS ENCLOSED FOR QUALIFYING.

Sr. No.	Name of Documents	No. of pages enclosed.
1	E-Tender purchase cost MR No. and Date.	
2	EMD Paid details MR No. and Date.	
3	Experience Certificate for above work in Past Period	
4	GST Certificate No.	
5	Vehicle Insurance, T permit, Registration Number	
6	Registration Certificate for at least three heavy vehicles & 02 nos hydra crane for transportation of materials with T & P in the name of Firm/Owner	
7	Registration with Mathadi, Kamgar, Hamal & other manual workers association (Regulation of employment & welfare act 1969.) & registration with Bombay Iron & steel Labour Board, Mumbai. The proof of registration shall submit along with tender.	
6	PAN Card No.	
8	E.S.I.C Registration & PF registration	
9	Information regarding current litigation	
10	I.T for previous 3 years	
11	Certificate showing annual income.	
12	Company Registration Certificate	
13	Document Regarding Legal Status Place of Business	

SEAL & SIGNATURE OF BIDDER

Commercial Price Bid

TENDER NO: EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01

Sr. No.	Description	Unit	Rates in
1	Transportation of all types of companies steel materials inclusive of M.S. Channels, Angles, R.S.J, Beams, M.S. Rounds, Bars, Tor-Steel etc. and fabricated items such as Sub-Station structures & Tower Member, Stay Sets, Stay Wire, Earth Sets, Earth Wire, Barbed Wire, G.I Wire (Bundles), Earthing Pipe, Nuts & Bolts etc of any dimensions, quality of any form various MSEDCL store centers/agency/sites to jurisdiction of KALYAN RURAL DIVISION.		
	a) Loading charges	Per Tone	
	b) Unloading & stacking charges	Per Tone	
	c) Running charges	Per MT/Km	
2	Transportation of companies materials other than steel items inclusive of Cement, Electrical/Mechanical/Electronics, Civil Power Station/Sub-Station items etc, of any dimensions, quantity of any form from various MSEDCL store centers/sites to jurisdiction of KALYAN RURAL DIVISION.		
	a) Loading charges	Per Tone	
	b) Unloading & stacking charges	Per Tone	
	c) Running charges	Per MT/Km	
	d) RSJ/PSC pole 8 Mtr& above Per Ton will be charge Extra	Per Tone	
	e) Minimum charges will be charge 8 Mt. per truck load	Per Truck load	

I/We the undersigned have carefully examined and understood the Bid Document. I/Whereby agree to
Provide works covered under the

Bid No.EE/KLNR/TECH/MATERIAL TRANSPORTATION/2024-25/T-01
On "Full Turnkey Basis" in accordance with the condition of the Contract.

...All the taxes are Exclusive.

Name & Address of Firm:

Signature of Bidder

Status:

Bidder Seal

Place:

Assumption:-

1. Billing will be done as per actual transportation of material.
2. Material should be transported as per detailed location wise work order issued by Division office.

Note: All Sheets of this Volume must be signed by the Bidder with the Seal of the Firm.

RTGS Format to be filled by Contractor for Payment of work, otherwise payment will not be released

E.M.D (BANK GUARANTEE)

(To be executed on Rs.200 non-judicial stamp paper)

WHEREAS, (Name of bidder) (herein called "the Bidder") has submitted his bid dated _____ for the Tender No..____dated_____ for_____.Project (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 Distribution Company Limited, 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_____ 2024.

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.
Or
- (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; or
 - (c) Fails or refuses to furnish the Security deposit, in accordance with the instruction to Bidders.

We undertake to pay 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 conditions 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 34-E of Section -I of the instructions to Bidders or as it may be extended by the Employer, 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 THE BANK_____

WITNESS_____

SEAL_____

(signature), name, and address)

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401805 Exp on vehcle/taxi hiring	ADM 057	Days	996601	1		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	As per tender schedule	Price Section	40401805 Exp on vehcle/taxi	As per tender schedule
2	2	Technical Section	40401805 Exp on vehcle/taxi	2
3	1	Technical Section	40401805 Exp on vehcle/taxi	1
4	5	Technical Section	40401805 Exp on vehcle/taxi	5
5	3	Technical Section	40401805 Exp on vehcle/taxi	3
6	4	Technical Section	40401805 Exp on vehcle/taxi	4
7	As per tender terms & Condition	Commercial Section		As per tender terms & Condition