

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		11-06-2024 03:57:58
Tender Code	SE/TUC/Tech/T-01/2024-25 VERSION- 3	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West), under 100% DDF scheme.	
Estimated Cost (In Lakhs)	695.76	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	10000	
GST In INR (@18% on Tender Fee: SAC No.	1800	
Total Tender Fee Amount including GST in INR.	11800	
Contact	Mr Sunil Mane , 8879625005 ,superthane@gmail.com	
Pre-Qualifying Req	as per tender documents	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	CIRCLE	
Location Type	Thane Urban Circle	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of the Superintending Engineer Maharashtra State Electricity Distribution Company Ltd. Thane Circle, “Adminstrative Building”,Seventh Floor , Wagle Estate Thane, Thane .	
Bid Opening Address	Office of the Superintending Engineer Maharashtra State Electricity Distribution Company Ltd. Thane Circle, “Adminstrative Building”,Seventh Floor , Wagle Estate Thane, Thane .	
Version No	3	
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	04-06-2024 19:00
Tender Sale End Date	13-06-2024 23:00
Bid Start Date	04-06-2024 20:00
Bid End Date	13-06-2024 23:05
Pre-Bid Meeting Date	07-06-2024 11:00
Techno-Commercial Bid opening on	14-06-2024 11:00
Price Bid opening on	17-06-2024 11:00
Annexure C1 Opening Date	NA
Winner Selection Date	18-06-2024 11:00
Can Bidder Opt EMD Exemption	Y

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. O & M CIRCLE, THANE.



**TENDER NO:- SE/TUC/Tech/T-01/2024-25**



**The work of HT power supply to M/s Smt. M. T. Agarwal Hospital,  
at CTS 897, 1014, 1015,  
R P Road Mulund Village Greater Mumbai (M Corp.)  
Mulund (West) under 100% DDF scheme.**

**Volume II**  
**Commercial Bid**

**Office of the Suptending Engineer**  
**Maharashtra State Electricity Distribution Company Ltd. Thane Circle** "Administrative Building  
Seventh floor, Wagle Estate", Thane.

[E-mail-sethane@mahadiscom.in](mailto:E-mail-sethane@mahadiscom.in)

[superthane@gmail.com](mailto:superthane@gmail.com).

Draft tender document for audit & approval please,

Prepared by,	Verified by,	Audited by,	Approved by,
Dy. EE (P),TUC	E.E. (Admin),TUC.	Sr. Manager (F&A),TUC.	Superintending Engineer, TUC.

## MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

## COMMERCIAL BID

Tender No. – SE/TUC/Tech/T-01/2024-25

Tender No.	Description of Activity	Total amount of work
SE/TUC/Tech/T-01/2024-25	The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme	Rs 6,95,76,514/- Excluding G.S.T.

**Note:- Quoted rates should be Exclusive of Goods & Service Tax**

**Rates quoted by contractor on percentage basis in (I) Figure & (II) words**

Tender No.	Total Contract value in Rs. excluding Goods & Service Taxes	Percentage rates to be quoted by the contractor for Activity Schedule "A"			Total contract price after loading the percentage rates in Rs.
		Percentage below	At par	Percentage Above	
SE/TUC/Tech/T-01/2024-25	Rs 6,95,76,514/- Excluding GST				

**Exclusive of Goods & Service Tax 18%.**

Note: Please quote your rates in numbers & in words.

**Note: Pl. quote your offer after going through the detailed work given in activity schedules attached with Specifications in Volume-I.**

Seal & Signature of Bidder

Date:-

Place:

-

## Schedule --A

## SE/TUC/Tech/T-01/2024-25

**Estimate for providing HT power supply for Hospital purpose in R/o M/s Smt M.T. Agarwal Hospital, at CTS 879, 1014, 1015, R.P. ROAD Mulund Village, Greater Mumbai (M.Corp) Mulind West, Mumbai -400080 under 100% DDF Scheme under Pachrasta subdivision.**

Sr.No	Particular	Unit	Qty	Rate	Amount
1	GIS PLUG IN touchproof Indoor termination joint (AI) kit for XLPE 3 C X 300 sq mm Cable	No	2.00	32000	64000.00
2	Metering Cubicle with CT & PT as per specifications from EE testing (100/5, 10 VA, 0.2s, 22 KV, 50 VA 0.2)	No	2.00	130000	260000.00
3	Motorized Ring Main Unit (SF-6) SCADA Compaitable (4 Isolator +1 Breaker) 22 KV 630 Amp	Set	2.00	669244.7	1338489.30
4	Motorized Ring Main Unit SCADA Compaitable (SF-6) (4 Isolator +1 B/c (bus coupler)) 22 KV 630 Amp.	Set	2.00	669245	1338489.90
5	Earthing for KIOSK and RMU	No	22.00	13000	286000.00
7	22 KV Silicon coated touchproof indoor termination joint (AI) kit for XLPE 3 C X 300 sq mm cable	No	26.00	16325	424450.00
8	Motorized Ring Main Unit SCADA Compaitable (SF-6) (2 Isolators + 0 Breaker) 22 KV 630 Amp	Set	10.00	236204.1	2362041.00
9	XLPE Cable 22 KV, 3 C / 300 sq mm (8.4 KM Double RUN)	Rmt	16800.00	1932.48	32465664.00
10	22 KV Heat Shrink Straight through Joint (AI) kit for XLPE 3 C X 300 sq mm	No	65.00	24600	1599000.00
11	22 KV Silicon coated touchproof indoor termination joint (AI) kit for XLPE 3 C X 300 sq mm cable	No	20.00	16325	326500.00
13	Earthing to equipment with salt, Coke, Earthing strip etc	No	10.00	14950	149500.00
14	RCC Full round pipe 150 mm X 2 Mtr	No	300.00	572	171600.00
15	RCC Half round Pipe 150 mm Dia X 1 mtr	No	13650.00	143	1951950.00
16	HDD at Railway crossing near Nahur & Eastern Express highway for 6 inch OD pipe by Horizontal directional drilling method. All soil starta suh as (in soft soil murrum rock condition also) with providing HDPE ISI make pipe of 6" Dia (120 rmt X 02 X 02 Pipes)	Rmt	480.00	9475	4548000.00
17	HDPE pipe at Salt Commission & Water logging area on west side of EEH	Rmt	2400.00	1050	2520000.00
18	Sundries	LS	0.02		996113.68

	<b>Total Material Cost</b>				50801797.88
	Errection (Labour)	15.00%			7620269.68
	Supervision Charges	5.00%			2540089.89
	<b>Sub Total I</b>				60962157.46
	Contractors profit	5.00%			3048107.87
	<b>Sub Total II</b>				64010265.33
	Transportation on Material (Stores to site)	4.00%			2032071.92
	Contingnecis on Material	2.00%			1016035.96
	Tools and Plants On Material	1.00%			<b>508017.98</b>
	<b>Sub Total III</b>				<b>67566391.19</b>
	BG Charges on 10% of LOA amount (On Material + Centages)	0.20%			<b>135132.78</b>
	<b>Sub Total IV</b>				<b>67701523.97</b>
	Labour Cess on total work cost	1.00%			677015.24
	<b>Insurance (on sub total IV)</b>	1.00%			<b>677015.24</b>
	<b>Sub Total V(Tender Cost Excluding GST)</b>				<b>69055554.45</b>
18	Foundation structure for RMU & KIOSK for Cable Entry etc	No	10.00	26048	260480.00
19	Foundation structure for RMU & KIOSK for Cable Entry etc	No	10.00	26048	260480.00
	<b>Civil Works (Tender Cost) as per Cost Data 22-23</b>	<b>100.00%</b>			<b>520960.00</b>
	Total Tender Cost-Excluding GST (Civil + Electrical)				<b>69576514.45</b>
	<b>Grand Total---TENDER Cost</b>				

- Road Cutting permission and RI Charges for Salt Commission area
- HDD permission from Railway authority and at Nahur EEH at Airoli Bridge shall be acquired by MCGM and Cost to be borne by MCGM itself.
- Salt RI length is extra for 730 rmt. Amount of RI at Salt commission area will be payable extra or permission from Salt commission for cable laying shall be taken by MCGM.
- Material mentioned in schedule no.3 is to be extensible on the right hand side
- Material mentioned in schedule no.4 is to be extensible on the left hand side.

**Superintending Engineer (TUC)**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**O & M CIRCLE, THANE.**



**TENDER NO:- SE/TUC/Tech/T-01/2024-25**

**The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015,  
 R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West), under 100% DDF  
 scheme.**

**Volume-I**  
**TECHNICAL Bid**

***Office of the Superintending Engineer***  
**Maharashtra State Electricity Distribution Company Ltd. Thane Circle,**  
**“Adminstrative Building”,Seventh Floor , Wagle Estate Thane, Thane .**

E-mail-sethane@mahadiscom.in  
 superthane@gmail.com

Draft tender document for audit & approval please,			
Prepared by,	Verified by,	Audited by,	Approved by,
DyEE (P),TUC	E.E. (Admin),TUC	Sr. Manager (F&A),TUC	Superintending Engineer, TUC

**E-Tender Notice**

Following tender is invited from eligible contractors for works on full turnkey basis ; detailed below. The details are available at our E-Tender web site from 04.06.2024.

<b>Tender No.</b>	<b>Particulars of Work</b>	<b>Tender Cost</b>
<b>SE/TUC/Tech/T-01/2024-25</b>	<b>The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West) under 100% DDF scheme</b>	<b>Rs 6,95,76,514/-</b>

Tender documents as above will be available at our e Tendering website at [www.mahadiscom.in](http://www.mahadiscom.in) from 04.06.2024 to 11.06.2024. Tender forms should be downloaded from the site & submitted through E-tendering process only before 10.00 hours on dated 11.06.2024. Contact person Exe. Engineer Mulund Thane Circle, Thane Mobile No. 8879625005.

**SUPERINTENDING ENGINEER,  
MSEDCL Thane CIRCLE.**

**Part not to be advertised**

Sale of the Tenders: - The entire bidding document will be available from 04.06.2024 onwards only in downloadable electronic format and is to be down loaded from Employer's web site [www.mahadiscom.in](http://www.mahadiscom.in). No hard copy of tender documents will be provided. Any changes in the Tender schedule, corrigendum etc. shall also be put up in the web site. Prospective bidders are therefore requested to regularly check the web site for any updates. Last date of submission: - On or before 11.06.2024 up to 10.00 Hrs. Opening of the Technical Bid:- on 11.06.2024 at 11.00Hrs (If Possible) online. Opening of Price bid:- On 11.06.2024 at 11.00 Hrs (if possible), after verification of Technical bid. Tender fee: - Rs. 10000/-+ 18% GST Extra= (Rs. 11800/- (Rs. Ten Thousand Only+GST) ; non-refundable per bid shall be paid on line only. Bid security: - 1% of the estimated cost of the bid value to be submitted by demand draft or an unconditional Bank guarantee from any Nationalized / scheduled bank issued in favour of Maharashtra State Electricity Distribution Company Limited, payable at Thane , having branch in Maharashtra. For exemption NSIC/SSI/MSME certificates will be accepted only if all **Metering Cubicle with CT & PT activity, Motorized Ring Main Unit (SF-6) SCADA Compaitable activity , HT cable activity and HDD** is mentioned in certificate. Covering only one activity in this certificate will have to pay bid security in full amount. Offers without bid security will be rejected. Validity of offers: - The offers shall be kept valid for a period of 120 days from the date of submission of bid. Interested parties, satisfying the eligibility criteria as mentioned in the document are requested to submit their offers as per procedures stipulated in the bid document.

**Superintending Engineer,  
MSEDCL, Thane Circle.**



**Sale of the Tenders:** - The entire bidding document will be available from 03.06.2025 onwards only in downloadable electronic format and is to be down loaded from Employer's web site [www.mahadiscom.in](http://www.mahadiscom.in). No hard copy of tender documents will be provided. Any changes in the Tender schedule, corrigendum etc. shall also be put up in the web site. Prospective bidders are therefore requested to regularly check the web site for any updates.

**Last date of submission:** - On or before 11.06.2024 up to 10.00 Hrs.

**Opening of the Technical Bid:-** on 11.06.2024 at 11.00 Hrs (If Possible)

**Opening of Price bid:-** On 12.06.2024 at 11.00 Hrs (if possible), after verification of Technical bid.

**Tender fee:** - Rs. 10,000/- + 18% GST Extra= (Rs. 11800/) ; non-refundable per bid shall be paid on line only.

**Bid security:** - 1% of the estimated cost of the bid value to be submitted by demand draft or an unconditional Bank guarantee from any Nationalized / scheduled bank issued in favour of Maharashtra State Electricity Distribution Company Limited, payable at Thane , having branch in Maharashtra. For exemption NSIC/SSI/MSME certificates will be accepted only **Metering Cubicle with CT & PT activity, Motorized Ring Main Unit (SF-6) SCADA Compatible activity ,HT cable activity and HDD** is mentioned in certificate Covering only one activity in this certificate will have to pay bid security in full amount. Offers without bid security will be rejected.

**Validity of offers:** - The offers shall be kept valid for a period of 120 days from the date of submission of bid. Interested parties, satisfying the eligibility criteria as mentioned in the document are requested to submit their offers as per procedures stipulated in the bid document.

**SUPERINTENDING ENGINEER,  
MSEDCL, Thane CIRCLE.**

Tender Details.


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Tender No.	: SE/TUC/Tech/T-01/2024-25.
Name of work	: The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West) under 100% DDF scheme.
Estimated Cost.	: Rs 6,95,76,514/-
Tender Fee	: Rs. 10,000/- + 18% GST= (Rs.5900/- (to be paid online only.))
Earnest Money Deposit	: 1 % of estimated cost.
Sale Opening date	: 11.06.2024 at 11.00 Hrs
Pre Bid Meeting Date	: 07.06.2024 at 11.30 Hrs
Sale Closing date	: 11.06.2024
Submission date	: 11.06.2024 up to 10.00 Hrs
Probable date of opening Technical Bid	: 11.06.2024 on 11.00 Hrs (if Possible)
Probable date of opening Commercial Bid	: 12.06.2024 on 11.00 Hrs (if Possible)

**Superintending Engineer.**  
**Thane Circle, Thane**

## PREAMBLE

The work includes providing HT power supply in to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai(M Corp.) Mulund (West), under 100% DDF scheme.

The Bidder himself has to procure all material from approved vendors or self manufacturer and after fixing bidder has to commission and handover to MSEDCL in complete shape. Works are to be planned and completed in all respect within scope of tender. This preamble is given briefly to explain the nature and details of work involved to facilitate the bidder to offer his lowest price in the schedules. The material to be provided by the contractor should be of standard technical specifications of MSEDCL (available on web site) and purchased from the Vendors approved by MSEDCL or he is self manufacturer then his make should be approved from HO.

The quantities of material required depend upon the site conditions. The bidder has to assess the requirement based on site conditions. The Bidder has to foresee the existing structural modifications or shifting of lines etc as per field conditions. It is presumed that bidder has made acquainted himself about the site and the specifications of material required.

To distinguish the MSEDCL's material and contractor's material necessary embossing of date and order no with contractor's code no. shall have to be done on material. All the equipment erected by the contractor shall have to be got approved from the Electrical Inspector by the contractor. The fees paid against the inspection of line will be borne by the contractor.

As per the Technical specifications given and standard construction method of MSEDCL, the works are to be carried out under the supervision and direction of MSEDCL engineer. The work completion reports of works will have to be produced by contractor in the prescribed format with all details and list of material provided to particular work and joint spot inspection by MSEDCL Engineer and contractor.

### NOTE:

- i) The unit rates of required quantities are given in price schedule.
- ii) The bidder has to foresee the existing structural modifications/shifting of lines etc, as per field conditions.

### ERECTION OF HT

- a) The bidder is requested to refer standard method of construction adopted by MSEDCL. For details he may visit the areas to assess the requirement of structure etc,
- b) MSEDCL's standard method of Construction should be adopted for maintaining construction standards.
- c) All the removed material is to be credited to respective S/Division stores and the copy of credit note to be enclosed with bills.
- d) Identification for each activity is given in tender document. This may change at the time of execution of project as per site conditions.
- e) IT MAY PLEASE BE NOTED THAT ALL THE ABOVE & OTHER WORKS MENTIONED IN ACTIVITY SCHEDULES SHOULD BE IN ACCORDANCE WITH PROVISIONS UNDER IE RULES 1956 & ELECTRICITY ACT 2003. WORKS INCLUDE CLEARANCES FROM THE ELECTRICAL INSPECTOR.
- f) All the material as per Activity Schedule "A" and as per specification given to be supplied by contractor. The RMU shall be of the type i) Outdoor, ii) Motorized, iii) W/o Meter, iv) Non-Expandable, v) 3-Way, vi) SCADA Compatible with shed provided.

The material should be as per standard specifications and purchased from approved vendors of MSEDCL. The material shall be inspected before using on site by concerned SDO/Testing Engineer and shall be approved by authority. The cable, Feeder pillar & RMUs will be tested in factory by EE, Testing Dn, Thane.

g) The road cutting permission shall be obtained by contractor/consumer & Charges of MCGM will be borne by consumer. i.e MCGM

**Superintending Engineer  
MSEDCL, Thane Urban Circle, Thane**

### Invitation for Bids

The work of HT power supply in to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West), 100% DDF scheme. The Superintending Engineer Thane Circle, on behalf of MSEDCL (the Employer), invites on line bid in Two bid system from eligible bidders for as described in the following Table:

Tender No.	PARTICULARS	Tender Cost in Lakhs	Tender Fee in Rs. (+18 % GST Extra)	Bid Security Rs. (EMD)
SE/TUC/Tech/T-01/2024-25	The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund (West) under 100% DDF scheme Division, Thane Urban Circle	Rs 6,95,76,514/-	Rs. 10000/-	Rs. 6,95,765/- (1% of Estimated Cost)

- I. 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.
  - II. Bidding is open to all bidders who registered under e-Tendering of MSEDCL consisting of a single firm who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. Specifically, bidders shall have:
- 3.2.1.M.R. no. in case the Bid security (EMD) 1% of estimated cost is paid in the form of Demand Draft. Scanned copy, if the bid security is paid through an Unconditional Bank Guarantee from any Nationalized / Scheduled Bank in India in favour of the Maharashtra State Electricity Distribution Co. Ltd. payable at Thane in prescribed format shall be given well before bid closing date.

**In Case of BG for EMD, the bidder should note that the original BG should be submitted on or before the submission date & time i.e. on or before 11.06.2024 up to 10.30 Hrs. In case, the EMD paid by DD, the bidder should pay or submit the same at cash collection center at circle office Thane & collect the MR receipt and scan copy of MR should be up loaded with bid document.**

For exemption NSIC/SSI/MSME certificates will be accepted only if **Metering Cubicle with CT & PT activity, Motorized Ring Main Unit (SF-6) SCADA compatible activity , HT cable activity and HDD** is mentioned in certificate. Covering only one activity in this certificate will have to pay bid security in full amount. Offers without bid security will be rejected. 3.2.2 Bidding is open to all bidders consisting of a single firm who satisfy the qualification criteria set forth in the

bidding documents with respect to their experience and financial capabilities. Specifically, bidders shall have

- (a) The Bidder should have average annual turnover of 30% of tender value for last 3 financial years (i.e. for years 2020-21, 2021-22 & 2022-23). As Certified by CA with UDIN No
- (b) Bidders' Net worth shall be 10% of the tender value, certified by CA. with UDIN No Net worth of F.Y. 2022-23 will be considered, It should be certified by C.A. with UDIN No.
- (c) General Experience :-
  - (i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender  
Or
  - (ii) Two work orders/contracts (Denote executed only) together equivalent to at least 25% of the estimate cost of the tender  
Or
  - (iii) Three work orders/contracts (denote executed only) together equivalent to at least 30% of the estimated cost.

.....of the tender in any sector, during the last preceding five financial years (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered).

**(d) Specific Experience:**

- (i) 15% of the total physical parameters involved/covered under the tender should have executed by the bidder within preceding 3 years.
- (ii) The work of all Metering Cubicle with CT & PT activity, Motorized Ring Main Unit (SF-6) SCADA Compatible activity , HT cable activity and HDD will be considered.

**3.2.3 Copy of the valid**

- (i) Valid Electrical contractor license & Supervisory license issued by Department of Labour, Energy & Industries, Govt. of Maharashtra.
- (ii) Registration under PF and ESIC.
- (iii) GST registration certificate attested copy to be uploaded.
- (iv) Income Tax return of last 3 financial year (i.e. for years 2020-21 , 2021-22 and 2022-23).
- (v) Profit Loss statement & Balance Sheet of above mentioned three financial years, certified by CA.
- (vi) Average annual financial turnover during last consecutive 3 financial years (Certified by CA) should be 30% of the tender cost.
- (vii) Certified PAN copy to be submitted.

**4. Joint Venture is NOT allowed for this bid.**

**5. Interested bidders may obtain further information from at the address given below:**

**Superintending Engineer,  
Maharashtra State Electricity Distribution Co. Ltd.  
Adminstrative Building, Seventh floor Wagle Estate, Thane  
[sethane@mahadiscom.in](mailto:sethane@mahadiscom.in)**

**6. Entire bidding document in the form of Volume-I to Volume-II shall be available only in electronic format (soft copy) and is to be downloaded from employer's website**

www.mahadiscom.in on e-Tendering from **04.06.2024** onwards. It shall be the bidder's responsibility to ensure that the entire bid documents are downloaded from the requisite website. No hardcopy of tender document (Volume - I to Volume -II) will be provided. All the subsequent instructions / corrigendum to the bidding document etc. shall also be available on the website mentioned above. Fees as mentioned per Bid are to be paid on line only.

7. Bid must be accompanied by a bid security in the amount specified in the Table in Clause 1 of this Invitation for Bids document, and bid must be loaded to official website of MSEDCL under e-Tendering as stated in Clause 6 above, on or before **10.00 hours on 11.06.2024**

Bid securities (EMD) @ 1% of the estimated cost of the bid value will be accepted by Demand Draft or an Unconditional Bank Guarantee from any Nationalized / Scheduled Bank in India in favor of the Maharashtra State Electricity Distribution Co. Ltd. payable at Thane.

8. A two-folder bidding procedure will be adopted. Bidders are requested to simultaneously upload three folders, one containing the Technical Proposal and other containing the Price Proposal and the third containing the commercial bid. The Technical Proposals will be opened at **11.00 Hrs on 11.06.2024** (if possible).

9. The Price bid of the bidders will be opened by the Employer only if Technical Bid is qualified. No separate letter/notice shall be given for qualification or non-qualification to any bidder. The bidder should check the updates from the above website between these given dates.

10. The Employer will not be responsible for any costs or expenses incurred by bidders in connection with preparation or delivery of Bids, or loss of any documents during uploading and downloading.

11. Bids delivered after the time and date noted above will be declared "LATE", and will not be opened.

12. The Terms and conditions laid down in Vol. I, are to be followed by bidders, and Vol. I Clause No. 3(3.2.1,3.2.2 a,b,c,& d to 3.2.3) will be considered for Technical Qualification.

13 The offer shall be kept valid for a period of **120 days** from the date of submission of bid.

14. The tender validity will be counted 6 month from the date of contractual formalities by both of the parties.

**15. The Work Limit :- It will be 6 months within the period of tender validity or the order value whichever is earlier.**

**16. Work details** - The sanction quantum of work will be assigned by concerned Ex. Engineer. Material to be supplied by the contractor for utilization in the tender scope is to be inspected by the nominee deputed as deemed fit by the undersigned. The watch & ward on the material made by the contractor or the company's will lie with the contractor. The road cutting permission shall be obtained by contractor/consumer.

**17. Area of Jurisdiction:** - The divisional periphery will be the area of jurisdiction for work within the scope of the tender. However in the event of dispute, the Superintending Engineer will assign the area of work at his/her discretion.

**18. Scope of work:** - The division will define the scope of work to be assigned to the contractor within the limit of the tender.

19. The Employer reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without thereby incurring any liability to the Bidder or Bidders.

20. The bidder should furnish as a part of his bid the for tender No.T-01/2023-24 EMD Rs. 6,95,765/-@ 1% of the estimated cost should be uploaded with Technical Bid.

**Superintending Engineer  
Thane Circle**



**List of Documents to be enclosed by bidder (For bidders Verification purpose only)****Folder I****Fill YES OR NO in Blocks**

Clause No.	Particulars	Yes/No
<b>Technical Bid</b>		
3.2.1	Proof regarding EMD a) Amount Rs.-----, MR. No.----- Dated --/--/--& DD No.----- dated --/--/-- ,Bank:----- ,Branch:----- or b) BG , Amount Rs.-----, Bank:----- ---,Branch:-----, Validity -- /--/----- (Scan Copy)	
3.2.2.a	Average Annual Turn Over	
3.2.2.b	Net worth of Year FY 2019-20	
3.2.2.c	General Experience	
3.2.2.d	Specific Experience	
3.2.3.(i)	Valid Certificate copy of Electrical Contractor License	
3.2.3(ii)	Valid Certificate copy of PF & ESIC	
3.2.3(iii)	Valid Certificate copy of G,S,T.	
3.2.3(iv)	Valid Certificate copy of TIN/PAN	
3.3.a	Documents defining constitution or legal status	
3.3.b & f	Financial reports (P&L, Balance sheet, auditor Reports, etc) for year 2020-21, 2021-22, 2022-23	
3.3.c,k	Experience in executing similar contract for each of the last 3 years.	
<b>Commercial/Price Bid</b>		
	Duly signed copy of Commercial bid and Activity schedule-A	

Duly filled Tender offer, in Schedule 'Commercial Bid'

Name of Firm:- .

Address: - \_\_\_\_\_ .

\_\_\_\_\_ .

Land line.

Cell

Date:-

Signature of Tenderer / Contractor

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD****THANE CIRCLE, THANE****TABLE OF CONTENTS****Description**

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Section 3	Sample forms.
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Specifications of materials - The detailed specifications of the required material are available on web site <a href="http://www.mahadiscom.in">www. mahadiscom.in</a>	
<b>VOLUME-2</b>	
Commercial bid with Activity schedule-A	

**SECTION -1**  
**INSTRUCTIONS TO BIDDERS**  
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## SECTION 1 INSTRUCTIONS TO BIDDERS

### **A. GENERAL**

#### **1. Scope of Bid**

The Executing Agency, (also referred to as “the Employer” or “Purchaser” in these documents) invites sealed bids from eligible bidders for Full turnkey contract as defined in the bid document.

<b>Bid Number</b>	<b>Particulars</b>	<b>Completion Period</b>	<b>Estimated Cost (Rs lakhs)</b>
SE/TUC/TECH/T-01/2024-25	<b>The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme</b>	Six Month (06 Months)	<b>Rs 695/-</b>

1.2. The work is to be carried out at above mentioned site under Thane Circle. Bidders are expected to start the works immediately as per instructions mentioned in the bid. The bid shall be prepared and submitted strictly in accordance with these Instructions.

1.3 The successful bidder has to start work immediately as per activity schedules.

**The Work location is in Mulund Division under Thane Circle of MSEDCL.**

1.4 The successful bidder will have to complete the works strictly within **06 Months** from the Start Date. The Work Order will be issued from Thane Circle office. After receipt of work order the bidder should make a call for testing of material procured at factory. Our Executive Engineer (Testing) or his representative will test the material in factory and after successful testing the said work shall be completed within stipulated time as per tender conditions.

1.5 Bid not covering entire scope (all activities) of the project shall be treated as incomplete liable to be rejected.

#### **2.0 Eligible Bidders**

2.1 The contractors registered under e-Tendering of MSEDCL will be eligible for participating in the tender.

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, and having valid electrical contractor's license. The material shall be purchased from approved vendors of MSEDCL.

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 Qualification of the Bidder**

3.1 This invitation for Bid is open to all eligible bidders.

#### **3.2 Qualifying Requirements**

3.2.1. M.R. no. in case the Bid security (EMD) 1% of estimated cost is paid in the form of Demand Draft. Scanned copy if the bid security is paid through an Unconditional Bank

Guarantee from any Nationalized / Scheduled Bank in India in favor of the Maharashtra State Electricity Distribution Co. Ltd. payable at Thane in prescribed format.

**In Case of BG for EMD, the bidder should note that the original BG should be submitted on or before the submission date & time i.e. on or before 11.06.2024 up to 10.30 Hrs. In case, the EMD paid by DD, the bidder should pay or submit the same at cash collection center at circle office, Thane & collect receipt and scan copy of MR should be up loaded with bid document.**

**3.2.2.** Bidding is open to all bidders consisting of a single firm who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. Specifically, bidders shall have

(a) The Bidder should have average annual turnover of 30% of tender value for last 3 financial years.

(b) Bidders' Net worth shall be positive net worth.

Net worth of F.Y. 2022-23 will be considered, It should be certified by C.A.

(c) **General Experience:-**

(i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender

Or

(ii) Two work orders/contracts (Denote executed only) together equivalent to at least 25% of the estimate cost of the tender

Or

(iii) Three work orders/contracts (denote executed only) together equivalent to at least 30% of the estimated cost

.....of the tender in any sector, during the last preceding five financial years (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered)

(d) **Specific Experience:**

(i) 15% of the total physical parameters involved/covered under the tender should have executed by the bidder within preceding 3 years.

(ii) The work of Metering Cubicle with CT & PT activity, Motorized Ring Main Unit (SF-6) SCADA compatible activity, HT cable activity and HDD will be considered.

**3.2.3** Copy of the valid

(i) Electrical contractor license issued by Department of Labour, Energy & Industries, Govt. of Maharashtra.

(ii) Electrical Supervisory license.

(iii) Registration under PF and ESIC.

(iv) The bidder should be registered with the GST authorities

(v) TIN/PAN

Should be submitted at the time of submission of bid.

**3.3 Documents to be submitted for additional information.**

The bidders shall include the following information and documents with their bid.

a) Copies of original documents defining the constitution or legal status or Shop & establishment certificate, place of registration and principal place of business, written power of attorney of the Authorized signatory of the bid to commit the bidder

b) Total annual turnover of work performed by the bidder in his name (not by any other company whose name has subsequently been changed so as to form the current

- bidder) in each of the last three years. The annual turnover of manufacturing activity, of any, being ventures by the bidder as shown separately for the last three years.
- c) Experience in executing similar contract (nature and volume) for each of the last Three Years and details of work in hand and contractual commitment, clients who may be contacted for further information on those contracts.
  - d) Reports on the financial standing of the bidder, such as profit and loss statements and Auditor's reports for the last three consecutive financial years **(FY 2020-21,2021-22& 2022-23)**.
  - e) Whenever works defined comprise the design, test, supply, transport, construction, erection, testing and commissioning of transmission, and distribution lines, and substations and allied works as defined in the bid document, on "Full turnkey basis", the Contractor must provide details of actual execution of such works.
- 3.4 Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria or companies taken over by him.

#### **4.0 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.

#### **5.0 Site Visit**

- 5.1 Information about works given in bidding documents is purely tentative one and may change during actual execution as per site requirements. 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 sites selected may vary due to the encumbrance at present installation. The changes/variations of any of proposed sites would not confer right for the extra additional claims or not acquainted of sites.

**The Work locations are under mulund division**

### **B. Bidding Documents**

#### **6.0 Content of Bidding Documents**

- 6.1 The set of bidding documents comprises the documents mentioned below and any Amendment issued in accordance with Clause 8:

##### **VOLUME I**

Instructions to Bidder, Conditions of Contract, Sample Forms of Bid, Qualification information Letter of Acceptance, Securities, Contract Agreement, EMD, Bank Guarantee Performance Security, Contract Data.

##### **VOLUME II**

Price and Activity Schedule- A

- 6.2 Bidders shall have to submit all the bidding documents, completely filled in and signed with seal in token of acceptance, as applicable, without deviating from the format and content.
- 6.3 The Bidder is expected to examine all instructions, terms and conditions, forms and specifications in bidding document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost there of.

- 6.4 Further, failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bidding document in any respect will be at the bidder's risk and may result in the rejection of his bid.

## **7.0 Clarification of Bidding Documents**

- 7.1 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.
- 7.2 The Employer will respond to any such request for clarification, which he receives up-to 3 days prior to the deadline for submission of bid. Copies of the Employer's response will be forwarded to all purchasers.
- 7.3 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.

## **8.0 Amendment of Bidding Documents**

- 8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing amendment.
- 8.2 Any amendment thus issued shall form part of the bidding documents and shall be communicated in writing or by cable to all purchasers of bidding documents or kept on the same site, the bidder shall keep updates of bid documents from web site.
- 8.3 To give prospective bidders reasonable time in which to take an amendment into account in preparing their bids, the Employer may extend the deadline for submission of bids.

## **C. Preparation of Bids**

- 9.0 Language of Bid: All documents relating to the bid shall be in the English language only.
- 10.0 Documents Comprising the Bid Folder to be uploaded: The Bid uploaded by the bidder shall comprise the following.
- a) Qualification Information Form and Documents
  - b) Appropriate EMD.
  - c) Price and Activity Schedule A
  - d) Information on eligibility and qualification as detailed under Clauses of section 1 Vol.- I above, shall be completed and submitted by Bidders in accordance with these instructions.
  - e) Original Document Volume – I, II, duly signed on each page.

## **11.0 Bid Prices**

- 11.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as "the Works", as described in Sub-Clause 1.21 of Section 2 of this volume I.
- 11.2 The bidder shall fill in the Percentage rate below/At par/above for all the activities in totality (as per description in the schedule, and specifications) in the Schedules. The

price quoted by the Bidder shall be inclusive of all costs towards Design, Engineering, Supply, Inspection, Transportation, Receipt and storage at site, Erection, Testing and Commissioning.

11.3 Items not indicated in the schedule but are required as part of equipment / work shall also be deemed to have been covered by the rates and prices in the activity schedule.

11.4 The Bid price shall include taxes and duties, inclusive of Corporate tax, Income Tax, Excise duty, other fees, cesses, Octroi etc. **The amount of Goods and service tax will be paid extra to the bidder by Employer as per prevailing rules,** (at present 18 % rate of GST is applicable to the Electricity Distribution co as per GOI notification. The bidder from outside the state of Maharashtra should submit the proof of application to relevant authorities in Maharashtra state for registration for GST before issue of LOA. The estimated cost of Goods and service Taxes chargeable to the Employer by the Contractor, wherever applicable, shall be shown separately in the bidder's quotation, but will not be taken in to consideration during evaluation.

As regard GST, the Bidders should note that the employer will reimburse GST on the cost of procurements to the contractor at actual prevailing rate or 18%, whichever is less, on the value of the goods which are procured in Maharashtra, by debiting their account as and when contractor raises the invoices for completed Works giving details of such goods sold to the Employer. The Bidder should note while bidding that, the Employer will discharge its Goods & Service Tax liability by availing the most beneficial cost advantage under the appropriate general exemption and notification of service tax. The bidder should also note that the Employer will discharge its Tax liability under the most beneficial scheme for availing the maximum cost advantage. Bidder should take any Goods and Service Tax refund/rebate to which they may be legally entitled into consideration while offering their quoted rates/prices.)

#### **11.5 Statutory Variation in Goods & Service Tax**

As per variation in Goods and service Tax, the variation amount will be paid if variation i.e. increases in the Tax liability reduced, the payment shall be made accordingly.

#### **11.6 Form-C under CST : Deleted**

11.7 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.

11.8 TDS towards all the applicable taxes shall be deducted, from the payment of contract value as per the rate applicable.

11.9 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.

11.10 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.

11.11 The contract is to be treated as a non-divisible contract.

#### **12.0 Currencies of Bid and Payment**

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



**13.0 Bid Validity**

- 13.1 Bids shall remain valid for a period of 120 days after the deadline for bid submission specified in Clause 18.1.
- 13.2 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 14 in all respects.

**14.0 EMD:**

- 14.1 The bidder shall furnish, as a part of his bid, EMD for the amount of 1 % of estimated value of the contract in the prescribed format.
- 14.2 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 for 180 days from the date of dead line of submission of the bid. The EMD may be paid through DD.
- 14.3 Any bid not accompanied by an Bid Form and adequate EMD with correct bid reference in shall be rejected by the Employer. The bid shall also be rejected if the bidder does not comply with the provisions of clause 14.2 above.
- 14.4 The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.
- 14.5 The EMD will be forfeited in case of any of the following: -  
 (a) If the bidder withdraws his bid during the period of bid validity,  
 (b) If the bidder does not accept the correction of his bid price pursuant to Cl.no 25  
 (c) If the successful bidder fails within the specified time limit to  
     i) Sign the Contract Agreement  
     ii) Furnish the required performance security (**Security Deposit 10% of Contract Value**).
- 14.6 For exemption NSIC/SSI/MSME certificates will be accepted only if both Supply & Installation of 33/22/11 KV HT Cable & RMU activities are mentioned in certificate. Covering only one activity in this certificate will have to pay bid security in full amount. Offers without bid security will be rejected.

**15.0 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.

**16.0 Signing of Bid**

- 16.1 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 3.3 (a).The person or persons signing the bid shall initial all pages of the bid where entries and amendments have been Made.
- 16.2 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.

### 16.3 Conflicts of interest

All Bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in

Abiding process if they:

- (i) Have controlling shareholders in common; or
- (ii) Received or have received any direct or indirect subsidy from any of them; or
- (iii) Have the same legal representative for purpose of a 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 a bid of another bidder, or influence the decision of the employer regarding the bidding process; or
- (v) Submit more than one bid for any particular contract package in the bidding process. This however does not limit the participation of subcontractors in more than one bid or as bidders in one bid and subcontractors in other bids simultaneously; or
- (vi) Participated as a consult in preparing the design or technical specification of the goods and related services or works that are subject a bid.

### D. Submission of Bids

17.0 Uploading of Bids.

17.1 Bid shall be submitted in two folders containing documents stated below:

**Folder –I :** Volume –I, duly signed on each page , EMD (Sample Form C) or MR of EMD Paid, Bid form (Sample Form A), Authorization in favor of the signatory, including other relevant authorization signature as required under the bid document, Sample form 'B' & qualification requirement mentioned in Bidding documents along with additional information. All documents required for qualification & additional information.

**Folder - II:** Commercial offer (Volume-II) including price and activity schedule A and other relevant information in accordance with the requirement of the bid document duly sealed and signed on each page.

17.2 The bid shall be uploaded to the Maharashtra State Electricity MSEDCL Co. at official website [www.mahadiscom.in](http://www.mahadiscom.in) under e-Tendering

17.3 The Employer will assume no responsibility for the misplacement or premature opening of the bid.

### 18.0 Deadline for Submission of Bids

18.1 Bid must be received by the Employer at the e-address specified above not later than 15.00 hours on date:

**Bid due Date**

-----

11.06.2024

Up to 10.00 Hrs

**Technical Bid Opening**

-----

11.06.2024

at 11.00 Hrs (If Possible)

**Commercial Bid Opening**

-----

12.06.2024

at 11.00 Hrs (If Possible)

18.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case(s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19 Pl. note that after prescribed date and time of submission the site will not accept the documents. The bid in hard copy will not be accepted.**

## **20.0 Modification and Withdrawal of Bids.- As per E-tender procedure possible**

20.1 The bidder may modify or withdraw his bid before the deadline prescribed in Clause 18 on line only.

20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18, with the envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL', as appropriate- **Deleted**

20.3 No bid shall be permitted to be modified after the deadline for submission of bids

20.4 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 14.5.

## **E. Bid Opening and Evaluation**

### **21.0 Bid Opening**

21.1 The Employer will open the Technical bid, including its modifications Made pursuant to Clause 20, at 11.00 hours on date: 11.06.2024 (if possible).

21.2 The bidders' should upload all the relevant documents mentioned in folder I (Technical Bid) failing which the bid shall be rejected/disqualifies.

21.3 The Employer will examine the document under Folder-I (Technical Bid) of the bid in accordance with the requirements with the bid document. If any of the documents under Folder-I (Technical Bid) is found to be not complying with the requirement of the bid document, the bid will be considered as nonresponsive & Folder-II of the corresponding bid will not be opened for further evaluation.

21.4 The procedures stated in clause No.21.1 to 21.3 shall be followed for opening of the Folder-II (Commercial Bid) of the bids, including modifications Made pursuant to Clause 20. Employer will announce the bid price, bid modifications and withdrawals and such other details, as the Employer may consider appropriate, at the time of opening of Commercial bids.

### **22.0 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.

### **23.0 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 25.

#### **24.0 Examination of Bids and Determination of Substantial Responsiveness.**

- 24.1 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.
- 24.2 Responsive bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents.
- 24.3 If a bid is not responsive, it will be rejected by the Employer.

#### **25.0 Correction of Errors**

- 25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic, typographical errors, and mistakes. The Employer will correct errors before & during execution.
- 25.2 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 14.5 (b).

#### **26.0 Prohibition for Post tender Correspondence.**

- 26.1 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.
- 26.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award is made by the Employer to the bidder. 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.

#### **F. Award of Contract.**

##### **27.0 Award Criteria**

Subject to Clause 28, 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.

##### **28.0 Employer's right to accept or reject, any or All Bid(s).**

- 28.1 Notwithstanding Clause 28, 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.

- 28.2 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.

## **29.0 Notification of Award**

- 29.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable/mail 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.
- 29.2 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 29 and signing of agreement.
- 29.3 The successful Bidder shall execute contract agreement as per the proforma attached. The bidder has to make the agreement on bonds as per MSEDCL new circular: CE(Infra)/Tenders/Stamp Duty/5423 dated 15.02.2014.
- 29.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

## **30.0 Performance Security**

- 30.1 Within 10 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 F in the form of a bank guarantee for an amount equivalent to Ten percent (10 %) of the Contract Price and valid for the period (Execution plus guarantee)
- 30.2 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 and payable at Thane .
- 30.3 Failure of the successful bidder to comply with the requirements of Sub- Clause 30.1 & 30.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

## **31.0 Contract Agreement**

- 31.1 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. The bidder has to make the agreement on bonds as per MSEDCL new circular: CE(Infra)/Tenders/Stamp Duty/5423 dated 15.02.2014.And/Or As per prevailing rules of stamp duty act depending on the agreement value.
- 31.2 The Contract Agreement should be executed within 10 days from the date of receipt of LOA.

**32.0 TIME: THE ESSENCE OF CONTRACT**

- 32.1 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.
- 32.2 The Contract Agreement should be executed within 10 days from date of receipt of LOA. The start date will be after ten days from the date of receipt of LOA and the contract agreement should be signed before start date i.e. within 10 days from the date of receipt of LOA.
- 32.3 This work should be completed within six months from the start date.
- 32.4 The Contractor shall submit a detailed program for execution of work within the time frame agreed, consisting of adequate number of activities covering various key phases of work, also clearly indicating the completion period for various groups of activities. This network shall also indicate the inter face facilities to be provided by the Employer and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Employer and agreed network, which may be in the form as submitted or in the revised form with outcome of discussions, shall form part of the contract. During the performance of the contract, if in the opinion of the Engineer proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress.
- 32.5 The detailed program shall be reviewed and periodic progress reports shall be submitted by the Contractor as directed by the Executive Engineer concerned.

**33.0 Jurisdiction**

- 33.1 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 Thane city of Maharashtra.
- 33.2 The Indian Law shall govern the contract.

**34.0 OTHER IMPORTANT GENERAL TERMS.**

- 34.1 The contract shall be considered as having come in to force from the date of issue of Letter of Award by the Employer.
- 34.2 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.
- 34.3 The Contractor shall be responsible for the observance by his sub-Contractors for forgoing.
- 34.4 Workmanship and Materials:  
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 part materials as specified in Vol. II, labour, haulage, tools, tackles, apparatus and all things necessary to execute and complete the work and the plant in the manner aforesaid.

- 34.5 All materials used shall be of high grade, free from defects and imperfection, recently manufactured and unused. The materials shall conform to the relevant standard specifications accepted and approved. The designs & drawings should be submitted & got approved before execution.
- 34.6 The material to be used should be of good quality & 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.
- 34.7 a) 22 KV XLPE Cable & RMU, metering cubicle will be inspected/tested at factory by our Executive Engineer, Testing Division, Thane or his representative. All the material using for work must be as per specifications of MSEDCL as per standard quality and tests as per rules. 22 KV XLPE Cable & RMU should be type tested in CPRI/EARDA. The manufacturer should produce the type test reports of concern material as per IS to the Testing Engineer. If 22 KV XLPE Cable & RMU are not type tested the same will be not accepted even though they cleared test results.
- b) Other material will be got approved from concern Executive Engineer/SDO.
- c) All material should be procured from approved vendors of MSEDCL.
- d) The material should be as per specification given in Tender Documents.
- e) The road cutting permission shall be obtained by contractor/consumer & Charges of MCGM/TMC will be borne by the bidder.

#### **34.1. Performance guarantee**

The successful bidder is required to guarantee performance of major items of equipment, as specified in bidding data, for a period of Five years from the date of commissioning of individual item of equipment. The amount and validity of additional Bank Guarantee/s to be submitted by the successful bidder shall be calculated by the employer on the basis of details to be provided by the successful bidder for the major equipments, related to the dates of commissioning of the individual item & the cost of the item.

The said BG shall be given by the contractor for performance of major items as stated in bidding data, however if performance of other found unsatisfactory, the said BG can be considered as security for other items also.

The successful bidder has to submit the fresh performance guarantee for these equipments two months prior to completion of contract works.

In case, the contractor fails to submit the information and fresh Performance Guarantee for these equipments, the retention amount available with the Employer will be withheld & it will be released only after submission of the required Performance Guarantee for these equipments by the successful bidder.

#### **34.2 Invoices for material procured in Maharashtra and outside Maharashtra.**

##### **Material procured from outside Maharashtra.**

- a) Material shall be consigned by the seller/manufacturer in the name of contractor. On arrival of consignment at MSEDCL's site dispatch document, delivery challan lorry receipt etc shall be enclosed by the contractor in the name of MSEDCL.

- b) After unloading the material, MSEDCL representative shall inspect the material and hand it over back to contractor by issuing material receipt and handing over note
- c) The contractor shall submit "interstate material invoice" as per enclosed proforma.

#### **Material procured in Maharashtra**

- a) The material shall be consigned by contractor in the name of MSEDCL
- b) After unloading the material, MSEDCL representative shall inspect the Material and hand it back over to contractor by issuing the material Receipt and handing over note.
- c) Contractor shall submit MVAT invoice in enclosed pro-forma the details of material procured for work needs to be entered in the Purchase register as per enclosed pro-forma. After completion of works, Purchase register to be adjusted to the extent value of material value Accounting entries as per enclosed Performa to be taken in the books of Accounts.

#### **34.3 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 site. 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.

#### **34.4 GUARANTEE:**

The Contractor Shall give 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) Guarantee for individual major material listed against design, manufacturing & workmanship shall be for a period of 60 ( Sixty) months from the date of commissioning of the individual equipment. i.e. RMUs, metering cuibicle etc.
- b) Guarantee for other material against design, manufacturing & workmanship shall be for a period of 24 ( Twenty four) months from the date of commissioning of equipment.
- c) Defect liability period is 24 months starting from the date of completion of works(date of issue of the final Taking Over Certificate by the Employer's Representative)

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.

- 34.4.1 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.
- 34.4.2 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 guarantee period from the date of completion of that work.

- 34.4.3 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
- 34.4.4 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.
- 34.4.5 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.
- 34.4.6 The Contractor shall promptly provide adequate staff at sites during guarantee period to attend to defects, if any.

### **35 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 a 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.

### **36 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.

### **37 DETAILS: CONFIDENTIAL.**

The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of

advertising except with written consent of the *Superintending Engineer, Thane* and subject to terms and conditions as he may prescribe.

- 38 List of the documents to be enclosed by the bidder should be filled as per format in volume I and it is for bidder's verification purpose only.

**39.0 Liquidated Damages:**

- 39.1 If the Contractor fails to complete all the works within 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.
- 39.2 The liquidated damages shall be levied @ ½ % (Half percent) per week of delay or part thereof subject to maximum 5%(Five) of the contract price for balance scope of work as the completed work, 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.
- 39.3 If, at any time during implementation of the Contract, before the Intended Completion Date has been reached, the Contractor's progress has fallen behind the scheduled progress and it becomes apparent that the forecast completion date is likely to be later than the Intended Completion Date, then the Contractor shall become liable to pay interim penalties for such default to the Employer at the rates 0.1% per week or part thereof subject to maximum 5%(Five) of the contract price for balance scope of work as the completed work
- 39.4 If the values of the interim payments are not sufficient to recover such interim penalties, then the Employer may, at his sole discretion, recover the outstanding amount of such penalties by invoking the Contractor's bank guarantee provided as a security deposit.

**SECTION 2****CONDITIONS OF CONTRACT  
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**SECTION 2**  
**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 Full turnkey Contract of the work The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund Village Greater Mumbai (M Corp.) Mulund(West) under 100% DDF scheme.  
 Thane Urban Circle and allied works as defined in the bid document as “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 Completion Date is the date on which the Contractor shall complete whole of the Works, duly notified by the EXECUTIVE ENGINEER of Concern Division 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.
- 1.4 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.
- 1.5 The Contract Data defines the documents and other information, which comprise the Contract.
- 1.6 The Contractor is the bidder whose bid to carry out the Works has been accepted by the Employer and includes his legal heir, successors.
- 1.7 The Contractor’s Bid is the complete bidding document submitted by the Contractor to the Employer.
- 1.8 The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.
- 1.9 Days are calendar days & Months are calendar months.
- 1.10 Defect is any part of the Works not completed in accordance with the Contract & material specifications as per Volume-II . Also it shall include any works, or part thereof going faulty during Defect Liability Period.
- 1.11 The Employer/Purchaser is the Superintending Engineer, Thane, Maharashtra State Electricity Distribution Company Ltd (MSEDCL), Thane Circle 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 Superintending Engineer, Thane Circle, Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), Thane Circle. The SUPERINTENDING ENGINEER, MSEDCL Thane 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.
- 1.12 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.
- 1.13 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.

- 1.14 Construction Equipment is the Contractor's machinery and vehicles brought temporarily to the site to construct the Works.
- 1.15 Plant is any integral part of "the Works" which is to have a civil, mechanical, electrical, electronic or chemical function.
- 1.16 The Site(s) is/are the area (s) defined as such in the Contract Data for execution of works & includes contractor's site store.
- 1.17 The start Date is the date after ten days from the date of receipt of LOA. It does not necessarily coincide with any of the Site Possession Dates.
- 1.18 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.
- 1.19 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, Testing and Commissioning of the Works.
- 1.20 A Variation is a modified instruction given by the Employer, which varies "The works".
- 1.21 The Works means design, shop test, supply, transport, construction, erection, testing and commissioning of transmission and distribution lines and allied works 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.
- 1.22 Defect Liability Period means the period which begins at the completion of the "Works" or its Sub-items & extends up to **24 months** thereafter.
- 1.23 Defect Correction Period means the period which begins after receipt of Notice of Defect & extends up to 60 days thereafter.
- 1.24 Defect Notice Period means the period after observation of "Defect" within which the Employer should notify the Bidder about the "Defect". This notifying of defect shall be normally immediate.

## **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 impartially. 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 Site In charge 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**

- 11.1 The following clauses which substantially affect the performance of the contract shall only be considered, as force majeure conditions. 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. Provided the party affected by the 'Force Majeure' shall within Seven (7) days from the occurrence of such a cause, notify the other party in writing of such cause with sufficient documentary proof.
- 11.2 The Contractor or the Employer shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. In case of damage or destruction of any property or equipment belonging to the Contractor due to 'Force Majeure' clauses, the employer shall not be liable for the same.

## **12.0 Insurance**

- 12.1 The following 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) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
  - b) Covered against death or injury caused by the Contractor's acts or omissions as per laws applicable in India to
    - (i) Anyone authorized to be on the Site.
    - (ii) Third parties who are not on the Site.
  - (c) 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 affected.
- 12.4 Both parties are to comply with any conditions of the Insurance policies.
- 12.5 The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and the interest of the Employer, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is commissioned by the Employer shall be to the account of the Contractor. The Contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract.

## **12.6 INDEMNIFICATION OF EMPLOYER**

- 12.6.1 The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer of all liabilities which may come up



due to any act or omission on the part of Contractor and cause harm/damage to other Contractor/representatives of Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.

12.6.2 The Contractor shall necessarily indemnify the Employer in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

#### 12.7 WORKMEN'S COMPENSATION INSURANCE

This insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

#### 12.8 COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of others arising from the use of motor vehicle during, on or off the site operations, irrespective of the Ownership of such vehicles.

#### 12.9 COMPREHENSIVE GENERAL LIABILITY INSURANCE

12.9.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor for defending of suits.

12.9.2 The hazards to be covered will pertain to all the areas and works which the Contractor, his sub-Contractors, his agents and his employees have to perform pursuant to the Contract.

12.9.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect.

#### 13.0 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.

#### 14.0 Queries about the Contract Data

The Employer is to give instructions clarifying queries about the Contract Data.

#### 15.0 Contractor to Construct the Works.

15.1 The Contractor is responsible for design, survey, shop test, and arranging for inspection and tests by representatives nominated by the Employer, during manufacturing process if needed, supply, transport, construct, install, testing and commissioning and hand over the works in accordance with the relevant Specifications and Drawings.

15.2 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.

- 15.3 The Bidder shall be responsible for co-coordinating and liaisoning with the various offices i.e. Electrical Inspector Office, Municipal Offices, Grampanchayat, CIDCO, Railway and any other Department, consumer or a group of consumers etc., needed for timely completion of the work .

**Amount towards the Road restoration charges shall be paid by the Bidder. permission to various Central/State organizations shall be done by the bidder**

## **16 Quantity Variation**

The contract price for supply of equipment and erection is based on the quantity of individual activity/item furnished in the price bid. In case of variation in the quantity of any activity/item, the price of these items shall be paid/recovered proportionately as per the unit rates quoted in price bid) after the approval of Superintending Engineer, Thane Circle . The contract shall be suitably amended to take care of these variations. The variations up to +/- 5 % will be allowed.

## **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**

- 18.1 The Contractor is to submit drawings and a specification showing his proposed Temporary works to the Employer, who is to approve them if they comply with the Contract Data.
- 18.2 The Contractor is responsible for design of Temporary Works
- 18.3 The Employer's approval does not alter the Contractor's responsibility for his design of the Temporary Works.
- 18.4 The Contractor is to obtain approval of third parties to his design of the Temporary Works where required.

## **19.0 Safety**

### **20.1 Works and Safety Regulation:**

- 20.1.1 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 construction 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. Suitable number of Clerical staff, watch & Ward Store Keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the Contractor till the completion of contract. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.
- 20.1.2 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.

**20.2.0 Electrical Safety Regulation:**

20.2.1 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.

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

**21.0 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.

**22.0 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.

**23.0 Access to the Site**

The Contractor is to allow the Employer and any persons Authorised 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.

**24.0 Instructions.**

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

**25.0 Disputes**

25.1. All The matters to be determined by the SUPERINTENDING Engineer (S.E.):-

- (i) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the E.E. and the E.E. shall (within 15 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.
- (ii) A party may apply for corrections of any computational errors, any topographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to SUPERINTENDING ENGINEER within 30 days of receipt of the award.

**25.2 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 Thane City of Maharashtra. The Indian Law shall govern the contract.

**B. Time Control****26.0 Program**

26.1 Within 15 days, as mentioned in the Contract Data, the Contractor shall submit to the Employer for his approval a program showing the general methods, arrangements order, and timing for all the activities in the Works in a systematic manner based indicating the critical events/parts.

- 26.2 An update of the program is a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works including any changes to the sequence of the activities.
- 26.3 The Contractor is to submit to the Employer, for his approval, an updated program at intervals not later than 30 days as stated in the Contract Data. If the Contractor does not submit an updated program within this period, the Employer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 26.3 The Employer's approval of the program does not absolve the Contractor of his obligation. The Contractor may revise the program and submit it to the Employer for Employer's approval. A revised program is also to include the effect of variations and Compensation Events.

#### **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 for the Contractor & taking steps to accelerate the remaining work.
- 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 Project Review co-ordination meetings between Employer & contractor shall be conducted on monthly basis at location decided by Employer 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 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 cooperate 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 Inspection**

33.1 Contractor will inform schedule of acceptance testing and routine testing & other tests of all equipments as per MSEDCL's standard practice to Employer giving 15 days advance notice. Employer may depute its representatives for witnessing the tests, if desired.

33.2 It is expressly agreed to by the Contractor that the quality tests and inspection by the Employer shall not in any way relieve the Contractor of their responsibilities for quality standards, performance guarantee and other obligations under this Agreement.

### **34.0 Correction of Defects**

34.1 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 two years thereafter.

34.2 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 15 days as stated in the Contract Data.

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

34.4 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.

### **35.0 Uncorrected Defects after Completion Date**

35.1 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.

35.2 The Employer is to give the Contractor at least 3 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.

35.3 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****36.0 Activity Schedule**

The Contractor is to produce an updated Activity Schedule within 15 days of being instructed by the Employer. The activities on the Activity Schedule are to be co-coordinated with the activities of the program.

**37.0 Changes in the Activity Schedule**

The Contractor may amend the schedule of activity to accommodate changes of program or method of working Made at his own discretion subject to condition that Price in the Activity Schedule and completion date is not altered. When the Contractor makes such changes to the Activity Schedule it is required to inform in writing such changes/amendments to Employer before actually putting in practice.

**37.1 Quantity Variation**

Payment to be Made to the contractor as per actual work executed, however if extra work required to complete system, same can be executed as per tender rate but Variation shall be limited to +/- 5 % of tender value.

**37.2 Payment of Extra items**

In case it is determined that any extra item, which is not appearing in any of the cost data sheets forming part of bidding documents is necessary and required for the satisfactory operations of the completed work, in such case rate of extra item to be finalized mutually by the MSEDCL and contractor

**38.0 Cash Flow Forecasts**

When the program or Activity schedule is updated the Contractor is to provide the Employer with an updated cash flow forecast.

**39.0 Payment Terms**

39.1 All payment due to the Contractor shall be paid only by RTGS to bank account.

- i) The Contractor shall present his Invoice for items supplied installed, tested & commissioned as per activity schedule after completion of work clearly indicating the 1) material component cost and 2) Installation & commissioning charges separately.
- a) Payment shall be made in bill each completed & commissioned activity of each work after commissioning of full activity.
- b) The bills shall be submitted to Circle Office to Executive Engineer Mulund, Thane Circle in triplicate with
  - 1. Commissioning report of SDO.
  - 2. Testing Report/Commissioning report (On site) of Testing Division, Thane.
  - 3. Test reports /Inspection report by testing engineer at factory.

The Concern Dy. Executive Engineer/Addl. Executive Engineer, sub division/Thane circle will verify the above documents. And all items having financial value shall be entered and certified in Employers Measurement book by the concern AE, section office and certifying the Executive Engineer, Mulund, Thane Circle for the Payment of the total commissioned works, material & Installation & commissioning charges shall be made for the items supplied, installed, tested & commissioned as per activity schedule by the SUPERINTENDING ENGINEER Thane Circle Thane .The retention 10% will be made as per clause 41 .At any point of time it is noted that the material supplied is not of proper

quality as per Clause No.34.2.2 and 34.2.3 (Section-I) of Tender Document, will be rejected. The decision of the "Engineer" in this matter shall be final.

ii) Work is to be measured as per standard procedure. The measurement shall be taken jointly by concerned SDO and the contractor or his authorized representative. The Concern SDO should be issue commissioning report to contractor and copy to circle office with the details of work carried out as per activity schedule.

iii) 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 borne by the Contractor.

iv) 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.

v) 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 later date by the Engineer.

viii) 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.

ix) The Employer shall make the payment for the works direct to the Contractor.

39.2 The concerned Dy. Executive Engineer/ Addnl. Executive Engineer Engineer, Thane Circle and EXECUTIVE ENGINEER Mulund shall check the Bills / Invoices/ Commissioning reports/Testing Division Report and certify the amount to be paid to the Contractor with percentage checking certificate.

39.3 The concern Dy. Executive Engineer/ Addnl. Executive Engineer Sdn/ Thane Circle and EXECUTIVE ENGINEER Mulund, Thane Circle, MSEDCL, shall determine the value of work completed by the Contractor.

39.4 The value of work completed comprises the value of completed activities in the Activity Schedule.

39.5 The value of work completed includes the valuation of Variations, deductions towards Retention.

39.6 The concern Dy. Executive Engineer/ Addnl. Executive Engineer SDn/Thane Circle and Executive Engineer Mulund, Thane Circle, MSEDCL, 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.

#### **40.0 Mode of Payment**

40.1 The Superintending Engineer, Thane Circle will pay the Contractor the amounts certified by the concerned field Engineer within 60 calendar days of the date of such bill submission as per availability of funds. No interest is payable by the Employer for period exceeding as stated above.

#### **41.0 Retention:**

41.1 The Employer will retain 10% from payment due to the Contractor as stated in the Contract Data.

41.3 10% Security Deposit (Performance Security) shall be retained till the Defect Liability Period (24 months) after work completion and duly certified by Employer site Authority not below the rank of concern EXECUTIVE ENGINEER and after submission of 'No Claim

Certificate' by Bidder. 10% retention amount will be returned to the agency after successful commissioning of the HT Power Supply At Agarwal Hospital.

#### **42.0 Liquidated Damages:**

- 42.1 If the Contractor fails to complete all the works within 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.
- 42.2 The liquidated damages shall be levied @ ½ % (Half percent) per week of delay or part thereof subject to maximum 15 (Fifteen) % of the contract price for balance scope of work as the completed work, 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.

#### **43.0 Performance Security (Security Deposit):**

- 43.1 The performance guarantee shall cover additionally the following guarantee to the Employer:- "The Contractor guarantees that the equipment installed by him shall be free from all defects in materials/workmanship and shall, upon written notice from the Employer, fully remedy free of expenses to the Employer , within the period of guarantee specified in the relevant clause of the Contract."
- 43.2 The Contract performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.
- 43.4 The Employer is to notify the Contractor of any claim Made against the bank issuing security.
- 43.5 The Employer may adjust against the security, any claim, of MSEDCL.
- 43.6 The Employer is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the guarantee period.
- 43.7 Termination of contract due to contractor's default mentioned in this agreement or variation in the scope of work shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract including guaranty period.
- 43.8 The Performance Security will be forfeited in case of following:
- 1) If, Bidder does not commence the work.
  - 2) If the Bidder does not follow the stipulated Time schedule & which result in project held up.
  - 3) If the contract is terminated due to the reasons attributable to the Contractor.

#### **44.0 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.

#### **E. Finishing the Contract**

#### **45.0 SUCCESSFUL COMMISSIONING**

- 45.1 The Successful Commissioning of the project shall imply completion of the following events:



- (i) Completion of all works at site as per Contract Document and crediting the material to Divisional stores.
- (ii) Successful test charging of the allied equipment
- 45.2** Commissioning certificate shall be issued by Employer to the contractor. In case the project is ready for commissioning but cannot be commissioned for reasons attributable to MSEDCL, the project shall be deemed to have been commissioned and commissioning certificate shall be issued to contractor accordingly.
- 45.3** However, in case of exceptional cases, where useful section could not be completed due to non-receipt of permissions from government/statutory/local authorities and due to which works up to 5%(quantity) could not be completed, competent authority may release partial payment in such cases on case to case basis without making an useful section.
- 46.0 COMPLETION CERTIFICATE**  
The Employer is to issue a certificate certifying Completion to the Contractor when Employer decides that the work is completed. The completion certificate shall be normally issued within 3 weeks from the Completion date.
- 47.0 TAKING OVER**  
The ENGINEER will take over the Site and the Works within seven days from the date successful commissioning.
- 48.0 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.
- 49.0 TERMINATION**
  - 49.1 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.
    - a) The financing of the project is stopped by financiers due to any reasons thereof.
    - b) On review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.
  - 49.2 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.
  - 49.3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.
  - 49.4 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.
  - 49.5 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.
  - 49.6 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.

#### **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.

**Superintending Engineer  
Thane Circle**

**SECTION 3**

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

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.

Form Number Description

- Form "A" - Bid Form.
- Form "B" - Qualification information.
- Form "C" - EMD (Bank Guarantee).
- Form "D" - Letter Of Acceptance.
- Form "H" - Contract Agreement.
- Form "E" - Unconditional Performance Security Bank Guarantee.
- Form "F" - Annual Turn Over
- Form "G" - Financial Situation

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)

Name of the Project and identification No. \_\_\_\_\_

To:

The SUPERINTENDING ENGINEER,  
MSEDCL, Thane CIRCLE, Thane.

Sub: Full turnkey contract for the work of **The work of for shifting & conversion of 22kV feeder from OH line to underground Cables & street light poles from Eastern express highway to Nahur station road, due to road winding work of Goregaon Mulund link road by MCGM, Mulund proposed under 100% DDF scheme. Under Mulund Division, Thane Urban Circle**

GENTLEMEN

I/We the undersigned have carefully examined and understood the bid documents & also seen all the specifications of required materials from MSEDCL web site. I/We hereby agree to for Full turnkey contract for **The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme** and allied works as defined in the bid document, on "Full turnkey basis" 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.

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 thereof.

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 120 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 \_\_\_\_\_ 2024

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)

**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****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 Years Full / Partial turnkey \*Construction \*\***

Works performed in last three years.

April - March \_\_\_\_\_

April - March \_\_\_\_\_

April - March \_\_\_\_\_

**1.3 Work performance as prime Contractor on works of a similar nature (Full / Partial turnkey) 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 turnkey Contract or Constn.
1				
2				
3				
4				

**1.4** 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.

**1.5** 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.

**1.6** Financial reports for the last three consecutive years ( FY 2020-21 , FY 2021-22and 2022- 23 balance sheets, profit and loss account, auditor's reports, etc. List them below and attach copies.

I)

II)

III)

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

I)

II)

III)

Instructions to Bidders.

1.14 Proposed work method and schedule. The bidder should attach description, drawings, and charts as necessary to comply with the requirements of the bidding documents.

## 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 such as:

1. 33/22/11 KV HT underground cables.
2. Scada Compatible SF-RMU.
3. Metering Cubicle with CT & PT.

The material to be used should be standard quality & 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".

Signature

Name & designation

Date: Name of Co.

Place: Address

**SAMPLE FORM -C****EMD (BANK GUARANTEE)**

(To be executed on Rs.200 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. **SE/TUC/Tech/T-01/2024-25** for the **The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme** (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 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 \_\_\_\_ 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.
- (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 25; of section -1 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 Thane Circle, Thane 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 for 180 days after the deadline (from the date of submission) for bid validity as given in the instructions to Bidders 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:

**E FORM -D**  
Letter of Acceptance  
(On Employer's Letterhead)

By Regd Post A/D

Contract No. SE/TUC/Tech/T-01/2024-25.

To: \_\_\_\_\_ (name and address of the Contractor)

Dear Sir,

This is to notify you that your bid dated \_\_\_\_\_ for turnkey execution of **"The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme** ." as defined in the bid document on, "Full turnkey basis" 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 @ of 10 % of the contract price of any Nationalized / scheduled Bank in acceptable format within 10 days and sign a contract agreement within 10 days from the date of receipt of this letter. The start date of the contract will be after 10 days from the date of receipt of LOA. The time period for completion of work is **6 month** from the start date. 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's Signature,  
name and title of signatory  
Authorized to sign on behalf of the Employer)

Copy to:

1. The Executive ENGINEER, MSEDCL, ----- Division.
2. Jr. Manager (F&A), -----Division.
3. The Dy. Executive Engineer, MSEDCL, ----- Sub-Division.



**SAMPLE FORM E**CONTRACT No.: **SE/TUC/Tech/T-01/2024-25****CONTRACT AGREEMENT**

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

This agreement Made on this ----- Day of ----- , Two Thousand Eighteen between SUPERINTENDING ENGINEER, Thane Circle, Thane, Maharashtra State Electricity Distribution Company Ltd having its office at Thane (hereinafter referred to as "Employer" or "MSEDCL" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s \_\_\_\_\_ registered under \_\_\_\_\_ act having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Contractor" or "M/S \_\_\_\_\_" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the other part. WHEREAS Employer desires to Full turnkey contract for **The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme**

as defined in the bid documents hereinafter called the "Project", invited tenders as per tender No. **SE/TUC/Tech/T-01/2024-25** from the qualified bidders for design, engineering, supply of all equipment/ materials, the associated civil works, unloading, storage, handling at site, erection, testing, and commissioning of the above works hereinafter compendiously referred to as the "Full Turnkey Project Work".

- a) In response to above, M/S \_\_\_\_\_ submitted its offer vide offer no. \_\_\_\_\_ dtd. \_\_\_\_\_ to the Employer , which was opened on date \_\_\_\_\_ .
- b) MSEDCL has accepted M/s. \_\_\_\_\_'s aforesaid offer and issued a Letter of acceptance to M/s. \_\_\_\_\_ as per its letter No. \_\_\_\_\_ dated \_\_\_\_\_ for supply of all specified materials, the associated civil works, unloading, storage, handling at site, erection, testing, commissioning of the above Project work for the sum of Rs . \_\_\_\_\_ in words (Rs. \_\_\_\_\_ only) Hereinafter , the Contract price plus service tax of Rs. \_\_\_\_\_ ( In words) and VAT portion Rs. \_\_\_\_\_ ( in words ) included in the contract price.
- c) The parties hereto have executed this agreement as per the terms and conditions of the contract.

Now therefore this agreement witnessed as under Article

**1.0 AWARD OF CONTRACT**

1.1 MSEDCL confirms that it has awarded to M/S \_\_\_\_\_ agrees to carry out the Contract for the above Project Work including **The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme**

as defined in the bid documents on terms and conditions contained in MSEDCL's letter of Intent No . \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from \_\_\_\_\_ the date of issuance of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

1.2 The scope of works will be broadly as under:

- a) The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014,

1015, R P Road Mulund (West) under 100% DDF scheme

as per Activity schedule and specifications as per Tender document.

- b) All associated civil works for the construction of the above works as per Activity schedule and specifications as per Tender document.-
- c) Services i.e. Erection, testing and commissioning of all the necessary equipment for the construction of the above works as per Activity schedule and specifications as per Tender document.
- d) The material to be used should be of the good quality & approved by the MSEDCL Co. and inspected by Engineer the method of construction should be as per standard method of construction approved by MSEDCL Co. & adhering to the relevant acts & rules in force.

## 2.0 CONTRACT AGREEMENT

- 2.1 The obligations set forth in this Agreement shall be duly performed strictly as per the terms and conditions stipulated herein and in the following documents (hereinafter collectively referred to as "Contract Document")  
General Terms and Conditions and specifications as per volume- I, including the following amendments and replies to queries. Corrigendum No. I no \_\_\_\_\_(if any)
- 2.2 ANNEXURE A (hereto).
  - a) M/S\_\_\_\_\_’s offer reference \_\_\_\_\_ dated \_\_\_\_\_(including Technical & Price Bids)., M/S\_\_\_\_\_’s letters ref. \_\_\_\_\_ dated \_\_\_\_\_.
  - b) All the letters issued by Employer to M/S\_\_\_\_\_ and vice versa from \_\_\_\_\_, till date of signing of this contract agreement irrespective of whether listed above .
- 2.3 ANNEXURE – B.  
Employer’s Award letter no. \_\_\_\_\_ dated \_\_\_\_\_, and M/S\_\_\_\_\_’s acceptance letter no. \_\_\_\_\_ dated \_\_\_\_\_ .
- 2.4 ANNEXURE – C  
Activity schedule with Price break up.
- 2.5 This agreement.

## 3.0 CONDITIONS AND COVENANTS

- 3.1 The obligations set forth in this Agreement shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the Contract Document.
- 3.2 Time Schedule: Time is the essence of Contract and schedule shall be strictly adhered by M/S \_\_\_\_\_ shall perform the work in accordance with the agreed schedule.
- 3.3 INSPECTION – applicable for all material.
- 3.3 M/S \_\_\_\_\_ will inform schedule of acceptance testing and routine testing & other tests of all equipments as per MSEDCL’s standard practice to concerned Executive Engineer giving 8 days advance notice. Concerned Executive Engineer & Executive Engineer, Testng Dn Thane may depute its representatives for witnessing the tests, if desired.
- 3.4 It is expressly agreed to by the Contractor that the quality tests and inspection by the Employer shall not in any way relieve the Contractor of their responsibilities for quality standards, performance guarantee and other obligations under this Agreement.

**3.4 PROJECT REVIEW MEETINGS**

Project Review co-ordination meetings between concerned Executive Engineer & M/S\_\_\_\_\_ shall be conducted at location decided by concerned Executive Engineer. This is in addition to the relevant clause of Tender Document.

**3.5 CONTRACT PRICE**

3.5.1 The lump sum contract price for Project Engineering and Equipment and cost of mandatory spares inclusive of all taxes and duties except service tax shall be Rs.\_\_\_\_\_.

3.5.2 The contract price includes taxes and duties, inclusive of Corporate tax, Income Tax, Excise duty, other fees, cesses, deposits etc. whatsoever and the employer shall not be liable for payment of any such taxes or duties.

3.5.3 The contract is to be treated as a non-divisible contract, which includes all applicable taxes, duties, etc as indicated above and no concessional forms such as 'E', 'C' etc. will be issued to the contractor.

**4.1 Quantity Variation**

The contract price for supply of equipment and erection, is based on the quantity of individual activity/item furnished in the price bid. In case of variation in the quantity of any activity/item, the price of these items shall be paid/recovered proportionately as per the unit rates quoted by M/S\_\_\_\_\_ (i.e. percentage quoted in price bid) The contract shall be suitably amended to take care of these variations.

**4.2 Variation in Civil Works-Deleted**

The price towards civil works shall be paid as per the actuals, based on the unit rates as per price bid , after taking joint measurement during the execution stage and with due approval from SUPERINTENDING ENGINEER, THANE CIRCLE. The contract shall be suitably amended if any change in contract value is noticed.

4.3 The Bidder shall be responsible for co-ordinating and lessoning 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. Any amount towards the legitimate fees like Electrical Inspector Charges, Road restoration charges etc. shall be initially paid by the contractor and the same will be reimbursement to him in the bill payment.

**5.0 TERMS OF PAYMENT**

5.1 All payment due to the Contractor shall be paid only by 'Account Payee' cheque.

i) The Contractor shall present his Invoice for items supplied installed, tested & commissioned as per activity schedule after completion of work clearly indicating the 1) material component cost and 2) Installation & commissioning charges separately.

1. Payment shall be made in bill each completed & commissioned activity of each work (CT/PT replacement) after commissioning of full activity.

2. The bills shall be submitted to Circle Office to Executive Engineer, Mulund, Thane Circle in triplicate with

a. Commissioning report of SDO.

b. Testing Report/Commissioning report (On site) of Testing Division ,Thane.

c. Test reports /Inspection report by testing engineer at factory.

The Concern Dy. Executive Engineer/ Addnl.Executive Engineer SDn/ Thane Circle will verify the above documents. And all items having financial value shall be entered and certified in Employers Measurement book by the concern AE, Thane and certifying the

Executive Engineer Mulund, Thane Circle for the 100% Payment of the total commissioned works, material & Installation & commissioning charges shall be made for the items supplied, installed, tested & commissioned as per activity schedule by the SUPERINTENDING ENGINEER Thane Circle Thane. The retention 10% will be made as per clause 41. At any point of time it is noted that the material supplied is not of proper quality as per Clause No.34.2.2 and 34.2.3 (Section-I) of Tender Document, will be rejected. The decision of the "Superintending Engineer" in this matter shall be final.

ii) Work is to be measured as per standard procedure. The measurement shall be taken jointly by concerned SDO and the contractor or his authorized representative. The Concern SDO should be issue commissioning report to contractor and copy to circle office with the details of work carried out as per activity schedule (No. of CT /PT/Bushing replaced)

iii) 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 bourn by the Contractor.

iv) 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.

v) 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 later date by the Engineer.

viii) 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.

ix) The Employer shall make the payment for the works direct to the Contractor.

5.2 The concerned Dy. Executive Engineer/ Addl. Executive Engineer Thane Circle and EXECUTIVE ENGINEER Mulund shall check the Bills / Invoices/ Commissioning reports/Testing Division Repot and certify the amount to be paid to the Contractor with percentage checking certificate.

5.3 The concern Dy. Executive Engineer/ Addl. Executive Engineer, Mulund and EXECUTIVE ENGINEER Mulund, Thane Circle, MSEDCL, shall determine the value of work completed by the Contractor.

5.4 The value of work completed comprises the value of completed activities in the Activity Schedule.

5.5 The value of work completed includes the valuation of Variations, deductions towards Retention.

5.6 The concern Dy. Executive Engineer/ Addl. Executive Engineer SDn/,Thane Circle and Executive Engineer, Mulund, Thane Circle, MSEDCL, 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.

## **6.0 Mode of Payment**

The SUPERINTENDING ENGINEER, Thane Circle, Thane will pay the Contractor the amounts certified by the concerned field Engineer within 60 calendar days of the date of such bill submission, as per availability of funds. No interest is payable by the Employer for period exceeding as stated above.

**7.0 RETENTION:**

The Employer will retain 10 % from payment due to the Contractor as stated in the Contract Data. 10 % retention payment shall be released after defect liability period. All payment due to the Contractor shall be paid only by RTGS.

**8.0 Tax Deductions at Source (TDS)**

- 1 TDS towards income tax shall be deducted, from the payment of contract value as per the rate applicable. PAN no. may be informed.
- 2 TDS towards all the applicable Taxes shall be deducted, from the payment of contract value.

**9.0 COMPLETION SCHEDULE**

- 9.1 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. The completion schedule is four month from the Start date.
- 9.2 Contract Agreement should be executed within 10 days from date of receipt of LOA. The start date will be after ten days from the date of receipt of LOA.
- 9.3 The Employer may 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.
- 9.4 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.

**10 COMPLETION CERTIFICATE**

The Employer is to issue a certificate certifying Completion to the Contractor when Employer decides that the work is completed. The completion certificate shall be normally issued within 3 weeks from the Completion date.

**11 TAKING OVER**

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

**12 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 Notice 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.

**12 SUCCESSFUL COMMISSIONING**

The Successful Commissioning of the project shall imply completion of the following events:

- (i) Completion of all works at site as per Contract Document and dismantling of old lines and credit of all material at S/Divisional store.

- (ii) Successful test charging of the allied equipment Commissioning certificate shall be issued by Employer to M/S \_\_\_\_\_. In case the project is ready for commissioning but cannot be commissioned for reasons attributable to MSEDCL, the project shall be deemed to have been commissioned and commissioning certificate shall be issued to M/S \_\_\_\_\_.

### **13 TERMINATION**

- 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.
  - a) The financing of the project is stopped by financiers due to any reasons thereof.
  - b) On review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.
- 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.
- 3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.
- 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.
- 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.
- 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 at the risk and cost of the contract, 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.

### **14 PAYMENTS UPON TERMINATION**

- 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.
- 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.

### **15 FORCE MAJEURE**

- 1 The following clauses which substantially affect the performance of the contract shall only be considered, as force majeure conditions. 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. Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a cause, notify the other party in writing of such cause with sufficient documentary proof.

- 2 The Contractor or the Employer shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above.
- 3 In case of damage or destruction of any property or equipment belonging to the Contractor due to 'Force Majeure' clauses, the employer shall not be liable for the same.

#### **16 ASSIGNMENT AND SUBLETTING OF CONTRACT**

- 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.
- 2 The Contractor shall not sublet any part of the works without prior written consent of the Employer.
- 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, neglects of the Contractor, his agents, servants or workmen.
- 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.

#### **17 PERFORMANCE GUARANTEE (PG) IN LIEU OF SECURITY DEPOSIT.**

- 1 Within 10 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-F in the form of a bank guarantee for an amount equivalent to Ten percent (10 %) of the Contract Price valid for the period ( execution plus guarantee period)
- 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 the Maharashtra.
- 3 Failure of the successful bidder to comply with the requirements of Sub- Clause as above shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.
- 4 The performance guarantee shall cover additionally the following guarantee to the Employer:-  
 "The Contractor guarantees that the equipment installed by him shall be free from all defects in materials/workmanship and shall, upon written notice from the Employer, fully remedy free of expenses to the Employer such defects that are attributable to the Contractor within the period of guarantee specified in the relevant clause of the Contract."
- 5 The Contract performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.
- 6 The Employer is to notify the Contractor of any claim Made against the bank issuing security.
- 7 The Employer may adjust against the security, any claim, of MSEDCL.
- 8 The Performance Security will be forfeited in case of following:
  - 1) If, Bidder does not commence the work.

- 2) If the Bidder does not follow the stipulated Time schedule & which result in project held up.
- 3) If the contract is terminated due to the reasons attributable to the Contractor.
- 9.0 The Employer is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the Guarantee period.
- 10.0 Termination of contract due to contractor's default mentioned in this agreement or variation in the scope of work shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract including guaranty period.

#### **18.0 LIQUIDATED DAMAGES**

- 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.
- 2 The liquidated damages shall be levied @ ½ % (Half percent) per week of delay or part thereof subject to maximum 15 (Fifteen) % of the contract price for balance scope of work as the completed work, cannot be used for the benefit of MSDDL. 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.

#### **19.0 SECURITY**

The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. 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 the work site only with the written permission of the engineer in the prescribed manner. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Engineer.

#### **20.0 GUARANTEE**

- 1 The Contractor Shall guarantee that the specified 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 2 years from the date of final acceptance of the works by the employer. Any defects developed due to defective materials and / or workmanship during testing and commissioning of the equipments or during the guarantee period of 2 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.
- 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.



- 3 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 2 years from the completion date.
- 4 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
- 5 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.
- 6 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.
- 7 The Contractor shall promptly provide adequate staff at sites during guarantee period to attend to defects, if any.

## 21 INSURANCE

The following 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 later.

The contractor shall obtain the insurance policy as principal and for workman Compensation Insurance from the Director of Insurance Govt. of Maharashtra.

- a) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
  - b) Covered against death or injury caused by the Contractor's acts or omissions as per laws applicable in India to
    - (i) Anyone authorized to be on the Site.
    - (ii) Third parties who are not on the Site.
  - (c) 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.
- 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.
- 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 affected.
- 4 Both parties are to comply with any conditions of the Insurance policies.
- 5 The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and the interest of the Employer, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is commissioned by the Employer shall be to the account of the Contractor. The Contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of

repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract.

## **22.0 INDEMNIFICATION OF EMPLOYER**

- 1 The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer of all liabilities which may come up due to any act or omission on the part of Contractor and cause harm/damage to other Contractor/representatives of Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.
- 2 The Contractor shall necessarily indemnify the Employer in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

## **3 WORKMEN'S COMPENSATION INSURANCE**

This insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

## **4 COMPREHENSIVE AUTOMOBILE INSURANCE**

This insurance shall in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of others arising from the use of motor vehicle during, on or off the site operations, irrespective of the Ownership of such vehicles.

## **5 COMPREHENSIVE GENERAL LIABILITY INSURANCE**

- 5.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor for defending of suits.
- 5.2 The hazards to be covered will pertain to all the areas and works which the Contractor, his sub-Contractors, his agents and his employees have to perform pursuant to the Contract.
- 5.4 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect.

## **23 ARBITRATION**

The matters to be determined by the EXECUTIVE ENGINEER (E.E.): - All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the S.E. and the S.E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

## **24 JURISDICTION OF CONTRACT**

The laws applicable to this Agreement shall be the laws in force in India. The courts of Thane Dist. Thane India shall have exclusive jurisdiction in all matters arising under or

on account of these Agreement proceedings between the parties thereto. The Agreement constitutes full and complete understanding between the parties and it shall supersede the contents of all prior correspondence which are contrary or repugnant to or inconsistent with the terms and conditions contained in the contract documents including this agreement. Any modification of this Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

In witnesses whereof, the parties thereto have through their duly Authorised representatives executed these presents at \_\_\_\_\_ the day, month and year first above mentioned.

Superintending Engineer,  
Thane Circle ,Thane.

M/S \_\_\_\_\_ Maharashtra State Electricity Distribution Company Ltd  
( MSEDCL)

Witness:

1)

2)

Witness:

1)

2)

**SAMPLE FORM" F"**  
**Annual Turn Over**

(To Demonstrate Compliance to Sub Clause 3.2.2 (a) Section I

Bidder's Legal Name :- .....

The Bidders must fill in this form

<b>Annual Turnover Data for the Last 3 Year (**)</b>	
Year	Annual turnover (Rs. Crore)
Year 1 : FY _____	
Year 2 : FY _____	
Year 3 : FY _____	
Three Year Turnover	
Average Turnover (Annual)	

- 1) The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.
- 2) The Bidder shall submit audited financial statements / balance sheets in support of its claims.
- 3) This certificate should be signed by an independent **chartered accountant**.

**(\*\*) CONSECUTIVE LAST THREE FINANCIAL YEARS**  
**(FY 2020-21,2021-22,2022-23)**

**SAMPLE FORM "G"**  
**Financial Situation**

(To Demonstrate Compliance to ITB Sub-Clauses 3.2.2 (b),3.3(d)

Bidder's Legal Name: \_\_\_\_\_

Each Bidder or member must fill in this form

Financial Data for Previous 3 years

	Year 1: Rs Crores	Year 2: Rs Crores	Year 3: Rs Crores
<b>1. Total Assets</b>			
<b>2. Current Assets</b>			
<b>3. Total Liabilities</b>			
<b>4. Current Liabilities</b>			
<b>5. Profits Before Taxes</b>			
<b>6. Profits After Taxes</b>			
<b>7. Unutilized Lines of Credit</b>	<b>Information Not Required</b>	<b>Information Not Required</b>	
<b>8. Net Worth</b>			
<b>9. Available Working Capital ** [=2- 4]+[7]**</b>	<b>Information Not Required</b>	<b>Information Not Required</b>	

Attached are copies of the audited financial statements /Balance sheets, including all related notes,

and income statements for the last three years, s indicated above complying with the following conditions

- i) As such documents reflect the financial situation of Bidder and not sister or parent companies.
- ii) Historic Financial statements must be complete, including all notes to the financial statement.
- iii) Historic Financial statements must be complete, including all notes to the financial statement.
- iv) Historic Financial statements must correspond to accounting periods already completed and audited (No statements for partial periods shall be requested or accepted)
- v) Auditor shall provide full details which illustrate how the Current Liabilities have been calculated using the international accounting standards as a basis for such calculations.

**SAMPLE FORM - H****PERFORMANCE SECURITY (BANK GUARANTEE)**

(To be executed on **Rs.200 non-judicial** stamp paper purchased in the name of issuing bank)

To

The SUPERINTENDING ENGINEER,

MSEDCL

Thane Circle, Thane.

WHEREAS M/s -----

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.

**SE/TUC/TECH/T-01/2024-25 for The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme**

, 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 at Navi Mumbai branch, 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 upto & including date \_\_\_\_\_.

**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.

## 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 Contract Agreement
6. The Price Schedules of Activities
7. The Schedule of Key Personnel
8. The Site Investigation Data
9. The Employer is:  
*SUPERINTENDING ENGINEER*  
*MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD,*  
*Address: "Administrative Building, Seventh floor, Wagle Estate, Thane*  
or a person(s) duly authorized by him.
10. The completion Date for the Works is 6 month from the Start Date.
11. The Sites are located in concern sub division
12. The Defects Liability period is 24 months
13. The Defects Correction period is 60 days
14. The maximum liability of the Contractor for damage to other's property and personal Loss is as per rules.
15. The minimum insurance cover for physical property during storage and construction is as per rules.
16. The language of the Contract documents is English
17. The laws, which apply to the Contract, are the Indian Laws.
18. The Retention amount shall be 10 % of the Contract Value.
19. The amount of the performance security is 10% of Contract Price in the form of Bank Guarantee from NATIONALISED/ SCHEDULED Bank having branch office in Maharashtra.
20. Contract work is to be carried out as per provisions under I.E. Rules 1956, Electricity Act 2003 and in confirmation to the relevant Acts/Rules as may be applicable.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
THANE CIRCLE**

**TENDER NO SE/TUC/TECH/T-01/2024-25**

**ANNEXURE "I"**

- 1) **Scope:**  
This Specification covers The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme
- 2) The Contractor shall be required to excavate any part of land inside / outside the existing HT Consumer's substation premises in the area of Thane Circle as per the instructions of MSEDCL's representative and as per the standard method of MSEDCL.
- 3) **General requirements:**
  - (a) The rate shall include loading, unloading, handling, erection, laying, etc. of the material /equipment.
  - (b) Loading and unloading shall be done with material handling equipment crane while unloading from a lorry. The crane shall be arranged by the agency.
  - (c) The cables shall be laid by skilled and experienced labour and laying of cables shall be on the basis of the actual requirement on site.
  - (d) Measurements - The cable loops shall be kept at the places decided and at both ends of the cable length as directed by the Site Engineer .Where the cable route intersects roads, streets, or pathways RCC Hume pipes shall be laid in the trenches to serve as cable ducts. The pipes shall be joined by RCC spun collars.
- 4)
  - (a) Residential arrangements of the workmen and personnel shall be made by the contractor himself.
  - (b) Local disturbance: If any, on account of the Local people shall be dealt with the Contractor.
  - (c) Contractor shall make his own arrangement for water supply as and when required during course of work.
  - (d) Stacking of Material: The material shall be stacked only at the approved place and without obstruction to other work and no extra payment for any additional leads etc. will be admissible for transport of such material to actual place of use.
- 5) Deleted
- 6) The work shall be carried out normally during the day time and in coordination with concerned Field Engineer between 9.00 A.M. to 6.00 P.M. inclusive of recess in between of 1 hr. Or as per the instructions of our Field Engineer.
- 7) All the tools and tackles required to carry out **The work of HT power supply to M/s Smt. M. T. Agarwal Hospital, at CTS 897, 1014, 1015, R P Road Mulund (West) under 100% DDF scheme** shall be arranged by the contractors.
- 8) Lighting arrangement during night time shall be made by the Contractor at his own cost.



- 9) The Contractor shall be solely responsible for the safety of the labors and their employees including payment of compensation in case of accidents or any mishaps etc and also safety of the Public during the course of work.
- 10) The material to be supplied by the agency should be as per the specifications enclosed in Schedule attached to the Tender documents.
- 11) The work carried out should be to the entire satisfaction of the Engineer-in-Charge and payments will be made after issue of Certificate to that effect by the concerned Engineer.
- 11) The Contractor shall be responsible during the course of his work for any damage caused to other installations either of the Department or the Public.
- 12) All the Rules pertaining to the traffic for safety of public should be taken care of by the contractor which may include fencing and providing caution notice board red lamps etc., wherever and Whenever required. In case the procedure of the traffic is violated and in case the Authority clamps penalty to us, such penalty Would be recovered from the Contractor. Such imposition of penalty shall mark a performance factor of the Contractor during the tenure of the contract. The permission from R.T.O for the transportation of heavy and lengthy material if required will have to be arranged by the contractor.  
The agency should obtain permission of road excavation if required, from the Authorities of Local Municipal Corporation/MMRDA/ CIDCO/ Grampanchayat.
- 13) All the work involved as per the schedule shall be done by only authorized Persons and as per the standard methods approved by MSEDCL and should be full satisfaction of the Engineer In-charge.
- 14) If it is found that quality of work as well as performance is found unsatisfactory the contract, the Security deposited paid in such case shall be forfeited.
- 15) In case of any damage or loss to the company's material, receipts and appropriate cost of the same will be recovered from the contractor's bill or S.D.
- 16) The work should be strictly carried out as per the M.S.E.D.C. Ltd's method of construction.

## Technical specifications

**INSTRUCTIONS TO THE BIDDER.**

1. The material as given in the schedule is to be provided by the contractor.
2. Transportation of material from store to site to be carried out by contractor. No separate transportation cost will be given.
3. The material to be procured by the contractor should be strictly of any approved make of M.S.E.D.Co.Ltd as per the latest IS specification.
4. The exact location where the work is to be carried out will be informed to the contractor by the concerned Addl. Executive Engineer of subdivision in consultation with Executive Engineer, MSEDCL, Mulund after allotment of the tender.
5. The above rates are inclusive of Transportation with loading and unloading of material by contractor from manufacturer to Divisional stores/Work site and vice versa.
6. The contractor, if necessary, for loading or unloading of material should make the arrangement of Cranes. Also Octroi, freight charges, excise Duty & any other charges shall be borne by the bidder. The Company shall pay no extra charge.
7. The contractor shall provide his own security arrangement for the material stored / kept at site.
8. For carrying out actual work, if required the shutdown shall be taken by the agency in coordination with concerned Field staff. The agency shall ensure OFF SUPPLY position and effective earthing at both ends (of the line / equipment on which actual work is to be carried out) before starting of work. Company shall not be responsible for any accident to the employees of the contractor due to negligence.
9. For any information contact Executive Engineer–Admin Thane (U) Circle.
10. After completion of work the, while billing contractor has to mention the details of sundries (other than estimated material but limited to the amount mention under sundries in estimate) items used while construction of and the price/rate schedule for these sundries items must be as per MSEDCL cost Data 2019-20. Sundries include Outdoor RMU shade, nuts & Bolts, HT Para Tape, material movement, movement of officials for obtaining R.I. permission, etc are included in the Sundries part.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**

**Tender No. – SE/TUC/Tech/T-01/2024-25.**

Technical Specifications all required material are available on MSEDCL web site [www.mahadiscom.in](http://www.mahadiscom.in)

(mahadiscom web site---- Supplier services- more –Distribution specification of materials)

All the material should as per specifications of MSEDCL & from approved vendors of MSEDCL.

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Providing of 22 KV cable jointing kits	PM.HTLC22.2 23	EA	995461	16800		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	price bid	Price Section	Providing of 22 KV cable	upload price bid
2	TECH BID	Technical Section	Providing of 22 KV cable	upload tech documents
3	emd receipt	Commercial Section		upload emd receipt