

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		11-06-2024 01:06:03
Tender Code	EE/SNGR/LU/T-08/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Tender for work contract of transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar	
Estimated Cost (In Lakhs)	10	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	SHRI ANIL M THORAT , 9028555001 ,eesangamner@gmail.com	
Pre-Qualifying Req	AS PER TENDER DOCUMENT	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Sangamner Division	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of "EXECUTIVE ENGINEER", MSEDCL, (O & M) Division Sangamner. 15, Shinde Building, Vidhya Nagar, Sangamner. 422 605. Dist: Ahmednagar	
Bid Opening Address	Office of "EXECUTIVE ENGINEER", MSEDCL, (O & M) Division Sangamner. 15, Shinde Building, Vidhya Nagar, Sangamner. 422 605. Dist: Ahmednagar	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	11-06-2024 14:00	

Tender Sale End Date	18-06-2024 17:00
Bid Start Date	11-06-2024 14:15
Bid End Date	18-06-2024 23:55
Pre-Bid Meeting Date	
Techno-Commercial Bid opening on	19-06-2024 10:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) DIVISION, SANGAMNER**



TENDER NO. : EE/SNGR/LU/T-08/2024-25

For the work of:

Tender for work contract of transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) DIVISION, SANGAMNER
TENDER NO. : EE/SNGR/LU/T-08/2024-25
Tender Document No. : 1

	Tender Details	
	Basic Tender Information	
1	Tender Number*:	EE/SNGR/LU/T-08/2024-25
2	Tender Name*:	Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar.
3	Tender Type*:	Two bid system
4	Tender Budget Type*:	Revenue
	Brief Description of Work*:	Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar.
5	Office Type*:	Division
6	Office Location*:	SANGAMNER
7	Estimated Cost (Rs.):	Rs. 10.00 lakhs
8	Scheme Name:	Transportation
9	Scheme code	NA
10	Tender Fee (Rs.)*:	Rs. 1180/-
11	EMD (Rs.)*:	1% of tender value
12	Sale Opening Date*:	11.06.2024
13	Sale Closing Date *:	17.06.2024
14	Pre-bid Date :	
15	Submission Closing Date*:	17.06.2024 23.00 hrs
16	Submission Closing Time time 24 hrs format	
17	Technical opening Date & Time	18.06.2024 AT 11:00hrs(if possible)
18	Commercial opening Date & Time	24.06.2024 AT 11:00hrs(if possible)
	Contact Details	
19	Name*:	Shri. Anil M.Thorat
20	Contact Email*:	eesangamner@gmail.com
21	Contact Phone*:	90288555001
22	Designation*:	Executive Engineer.
23	Location	
24	Tender Purchasing Office Address*:	Office of "EXECUTIVE ENGINEER", MSEDCL, (O & M) Division Sangamner. 15, Shinde Building, Vidhya Nagar, Sangamner. 422 605. Dist: Ahmednagar
25	Tender Opening Address*:	Office of "EXECUTIVE ENGINEER", MSEDCL, (O & M) Division Sangamner. 15, Shinde Building, Vidhya Nagar, Sangamner. 422 605. Dist: Ahmednagar
26	Pre-Bid Address:	Office of "EXECUTIVE ENGINEER", MSEDCL, (O & M) Division Sangamner. 15, Shinde Building, Vidhya Nagar, Sangamner. 422 605. Dist: Ahmednagar

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.

E-mail ID: eesangamner@gmail.com
Web Site : www.mahadiscom.in



(A Govt. of Maharashtra Undertaking)
CIN : U40109MH2005SGC153645

Office of the Executive Engineer,
(O & M) Division Sangamner,
15, Shinde Building, Vidhya Nagar,
Sangamner-422 605, Dist: Ahmednagar

No. EE/SNGR/T-Advt /2022-23/NO.73

Dt : 05.01.2023

To,
M/S. Blaze Media Services,
Shop No.5,Hari Jyot Co-operative Society,
Mtoshri Nagar,Upnagar,
Nashik.
Mob no:9730654445
Email : blazemedia.services@gmail.com

Sub : Releasing MSEDCL , Sangamner advertisement at DGIPR rate in news paper.

Ref : 1)CPRO/Advt./FY19-20/144 Dt.14.05.2019

Sir,

As per our corporate office order refereed at (1), you are requested to release to advertisement attached to this office order in the following news paper.

Time limit on or before:-06.01.2023

SL.	NEWS PAPER	PLACE OF PUBLICATION		
1	Sarwamat	Ahmednagar		
2	Loksatta	Ahmednagar		
3	Lokmat	Ahmednagar		
4	Lokmanthan	Ahmednagar		

All other terms and condition in above mention order will remain same.

After publication one copy of news paper may please be forwarded to this office address mention above for confirmation of correctness.

Hope that you will complete the assignment in time.

Yours Faithfully

Sd/-

Executive Engineer
MSEDCL, (O & M) Divn, Sangamner

Copy swr to :

1) The Supr. Engineer (ANRC) , Circle off. Ahmednagar : for info. Pl.

copy to :

- 1) The Public Relation officer (NSKZ), Nashik Zone, Nashik road, Nashik. (Fax: 0253-2452737) The names of news paper given are as per telephonic talk & confirmation with you.
- 2) The Dy Manager (F& A) , Dn : Sangamner
- 3) The Asst. Engineer (P) : Dn : Sangamner.
- 4) **Notice Board**

TENDER NO. : EE/SNGR/LU/T-08/2024-25

LETTER TO THE TENDERER.

M/S._____.

Dear Sir,

Please quote your lowest rate of the work of **Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar.,** against Anneure 'A' and return the tender documents duly filled in, signed on each page. Your are also requested to note the conditions to the tenders or make a Xerox copy of original tender document for future reference before submitting your offer,

Thanking you,

Yours faithfully,

Executive Engineer
MSEDCL, (O & M) Divn. SANGAMNER

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. (O & M) DIVISION, SANGAMNER

INSTRUCTION TO TENDERER (Gen. Terms & Condition)

1. **Method :** Digitally Sealed & signed offers are invited in **two bid** system by **e-tender method** for following works from registered MSEDCL's e-tenderer firms / agencies/ Company. They should have work under taken the work of the Central, State, Public Works Department Military engineer Services, Housing and State Electricity MSEDCL etc. and from those who have executed works of like nature.
2. **RATE :** The prevailing scheduled of rate of said work is attached herewith. The rates are to be quoted on percentage basis of this schedule rates. The overall percentage should be quoted and not on separate items.
3. **Two bid method:** The tender documents should be submitted in two envelopes/ two bids.
4. **The technical capability (Technical Bid):** The **TECH BID** will contain the required documents for qualifying the tender list is attached separately.
5. **Rate schedule (Commercial Bid) :** The **COMMERCIAL BID** will contain tender document quoting the rate. The COMMERCIAL BID will not be opened if tendered is not qualified and as per documents submitted in TECH BID.
6. **The scope of work:** Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar
7. **The processing Fee :** Tender document price and processing fee (Rs. 1000/- + GST 18%) = Rs. 1180/-
8. **Earnest money deposit (EMD) :** The Tendered will have to deposit an amount 1 % of tender estimated amount towards Earnest Money Deposit (EMD) by Demand Draft of any Nationalized Bank payable to the " **Executive Engineer, MESDCL, SANGAMNER**" or /cash/ electronic payment or in the form of B.G. of Nationalised / Scheduled Bank of Branch in Maharashtra before submission or along with Tender. No. cheque for above will be accepted and no interest will be paid on EMD. Tender submitted without EMD will not be considered.
9. **Bid Security (EMD) :** The Tenderer will have to deposit an amount 1 % of tender estimated amount towards Earnest Money Deposit (EMD) , The bid must be accompanied with Bid security. The bid security shall be denominated in the following forms: a) The requisite amount of in the form of a Bank guarantee issued by any branch located in Maharashtra of Nationalized / scheduled bank should be **valid for 210 days** i.e. beyond 30 days of validity period of the bid. b) Any bid not accompanied by an original Bid Form and adequate bid security with correct bid reference in original shall be rejected by the Employer and not be considered for evaluation. c) The bid security (EMD) of the unsuccessful bidders will be returned as soon as possible after completion of the bid validity period given in clause 11. The Bidder has to submit application for return of the bid security to this office. d) The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security. h) No interest shall be payable by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD on the above bid security.
10. **The bid security will be forfeited** if.....
 a) If the bidder withdraws his bid during the period of bid validity, or
 b) In the case of successful bidder, if he fails within the specified time limit to Sign the Agreement or ii) furnish the required performance security.
11. **Bid Validity:** Bids shall remain valid for a period of 180 days after the deadline.
12. **Extension of bid validity:** 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 bid security. 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 bid security for the period of the extension.

13. **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 specifications. **Alternative proposals shall not be considered.**
14. **Format and Signing of Bid :** a) 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. The person or persons signing the bid shall initial all pages of the bid where entries and amendments have been made. b) 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.
15. **Submission of Bids :** The Bid shall be submitted to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED as per the E-tendering process. As this is the E-Tender, no hard copy will be accepted from the bidder. Bid shall be submitted in two parts (i.e. Technical & Commercial) containing documents stated below: -
16. **TECH BID:** Copy of the receipt of bid purchase, B.G. in original for Bid Security (EMD), ST registration, PF registration, IT returns filed, Documents related to Experience, Turn over, Work completion certificate & other related documents mentioned in qualifying criteria Below, all original copies of document should be scan (not Xerox or attested) and then uploaded to web site, MSEDCL may asked to produce any document in person (original), if tenderer is unable to produce it as it is uploaded, then tenderer be declared as disqualified.
17. **COMMERCIAL BID:** Commercial offer including price / activity schedule & other relevant information in accordance with the requirement of the bid document.
18. **Deadline for Submission of Bids :** a) Bid must uploaded successfully the Employer website specified above not later than **23.00 hours on date:** **Sale Bid :** From :
19. **Extension of dead line :** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 12. 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.
20. **Due Date Bid opening Date :** **up to 11.00 hrs. (if possible)**
21. **15) Bid Opening**
 - a) The Employer will open the Technical Bid documents on line in the presence of the bidder or bidder's representatives who choose to attend at 15.00 hours on date: (if possible). The bidder/bidder's representatives who are present shall sign a register evidencing their attendance.
 - b) The Employer will examine the document under Technical Bid documents of the bid in accordance with the requirements with the bid document. If any of the documents under Technical Bid documents is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive. Price Bid part of the corresponding bid will not be opened for further evaluation.
 - c) The responsive bidders of the Technical Bid documents shall be notified by the Employer to attend the opening of the Price Bid of the bids. The price bid of the responsive bidder will opened on the date and time specified.
22. **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. **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 23.

24. **Correction of Errors :** Bids determined to be complied with all qualifying conditions will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, the amount whichever is lower will govern.
25. **Prohibition for Post tender Correspondence:** 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. **Award of Contract:** 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 15, and (b) qualified in accordance with provisions of Clause **16**. , **The order may be given to two agencies. If second lowest mentioned not to do the work on lowest offer, then order will be given to third lowest & consequently.**
27. **Employer's right to accept or reject, any or All Bid(s).** : 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.
28. **Notification of Award : a)** Prior to the expiration of bid validity period, the Employer will issue a "Letter of Acceptance" to successful bidder. 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.
 b) The successful bidder has to submit unconditional Bank Guarantee of **Rs. 10 %** of contract value in original issued by Nationalized/Scheduled Bank within 10 days after intimation, covering the contract period.
 c) 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 of 29 unconditional B.G. of **Rs.10%** as given in clause (b) above and signing of agreement.
 d) The successful Bidder shall execute contract agreement as per the proforma / Particulars attached
29. **Performance Security : a)** Within 15 calendar days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee for an amount equivalent to Ten **percent (10%)** of the Contract value as per enclosed Performa issued by Nationalized/scheduled Bank. Said Bank guarantee shall be unconditional and should cover a period of three months after the end of contract period. If necessary they said Bank guarantee can be renewed as per Bank rules. b) Failure of the successful bidder to comply with the requirements of Sub-Clause (a) above shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security (EMD).
30. It shall be definitely understood that the MSEDCL does not accept any responsibility for the correctness or completeness of the schedule for given part and this schedule is liable to alterations by omissions, deductions or addition in the item or quantities at the discretion of the Executive Engineer or his authorized representative and the contractor would be bound to execute all the quantities actually ordered / encountered during execution at the corresponding tender prices.
31. All corrections and insertions should be initiated by the tenderer.
32. Tenders who do not fulfill any or all the conditions or are found incomplete in any respect are liable for rejection.
33. The undersigned reserve the right to accept or reject any part or all tenders without assigning any reasons. Further the undersigned reserve the right to bifurcates the

tender orders and work to more than one contractor.

34. **Income tax return** : No tender will be considered for accepted unless it accompanied by the copy of latest income Tax Return submitted.
35. The MVAT tax on transfer of property in goods involved in the execution of work contract or any other tax on raw material or on furnished and fabricated material or works shall not be separately paid as an addition to tender rates by the MSEDCL. The rates for the several terms of work indicated in attached schedule are deemed to include all local and general taxes, MVAT service tax excise duty etc, **if not quoted separately**. Royalties and any other incidental charges payable by the contractors at any instant of works. The contractor will be responsible for payment of such taxes and / or filling their returns.
36. **Income TAX**: Income tax will be deducted from the contractor's bill at the prevailing to applicable surcharge thereon of the gross value of the bill as per instruction laid down in Govt. of India's notification unless the necessary exemption certificate from the Income Tax Department Authorized for the purpose is produced well in time.
37. **P.F. registration** : Tenderer must have been registered with provident fund department and P.F. Registration No. And attested copy of the same must be produced. If he is not liable for P.F. registration copy of Affidavit to that effect should be enclosed.

38. INSURANCE CLAUSE

As per Order No. IR/Insurance/9623 dtd. 13.4.2012, Contractors all risk (CAR) insurance policy, or Transit cum Erection (TCE) or Erection all risk (EAR) insurance in respect of Contract works awarded by MSEDCL as principle to the contract work and workman's compensation insurance policy in respect of workmen engaged and deployed by the contractor's to completed contract work, is required to be obtained from M/s. NATIONAL INSURANCE COMPANY LIMITED on co-insurance cum servicing basis under indirect method in the ratio of 40:60 (i.e. The Govt Insurance Fund @ 40% and National insurance Co @ 60%).

The relevant address are given below to the contractors to enable them to obtain the insurance of their work order/workmen's under appropriate insurance policy.

Now, with the approval of the Director (Operation) and Director (Projects) following directives are hereby issued for strict compliance. With Effect from 1" May 2012, for any Tender / work order issued, the insurance clause is amended /added as under.

"The contractor shall obtain the Insurance Policy as mentioned above from the insurance company approved by Director of Insurance, Govt. of Maharashtra."

As per the directives of government letter No.NMP1009/Sankra 39/NV 26, dtd. 16.3.2009, it is to be noted that in case the directives are not followed by the contractors, the concerned authority of MSEDCL shall recover 1% amount of the contract value and deposit the same with Director of Insurance, Government of Maharashtra, Mumbai through cheque/demand draft with complete particular of contract work along with copy of work order.

39. **Taxes** : Any government taxes as per rules / status should be borne by contractors such as work contract tax etc. No. payment should be made by MSEDCL.(GST IS APPLICABLE)
40. These instructions to Tenderer shall also form part of the contract.
41. The contractor shall make his own arrangement for the water required for constructions.
42. The MSEDCL's material will be supplied at the working site maximum up to the redial circumference of 15 km. from the work site. Contractor on his own expenditure shall carry out transportation of other material required for construction.
43. The Contractor will have to pay the electricity duty for the electrical energy consumed for erection of substation.

44. Qualifying Requirement of the vendor:

The bidder shall fulfill following requirements:

- (a) **General Experience:** The Bidder should have executed in any sector during the last **three financial years (i.e.2020-21,2021-22,2022-23 & 2023-24)** either (i) one work order/contract (denotes executed only) equivalent to at least 20% of the Tender Estimated Cost, or (ii) two work orders/contracts (denotes executedonly) equivalent to at least 25% of the Tender Estimated Cost or (iii) three work orders/ contract (denotes executed only) equivalent to at least 30% of the Tender Estimated Cost;
- (b) **Specific Experience:** The Bidder should have prior experience in executing one work order/contract (denotes executed only) of similar nature of work in Power sector/ system of a value equivalent to at least 15% of the Tender Estimated Cost, during the last three financial years **(i.e.2020-21,2021-22,2022-23 & 2023-24)**
- (c) **Average Annual Turnover:** The bidder should have an average annual financial turnover during the last 3 years (FY **(i.e.2020-21,2021-22,2022-23 & 2023-24)**) of at least 30% Ofthe estimated cost of the tender. Attach C.A. certified copy of Avg. Annual Turnover.
- (d) the Bidder should have a positive Net Worth (which is defined as "Net value of assets – net value of liabilities")(F.Y.**2023-24**) Attach C.A. certified copy of Net Worth. For the purpose of evaluation of the Bidders compliance with the provisions of sub-paras (c) and (d) above. (Turnover, Net Worth) the estimated cost of the Works refers to the Employers Estimated Cost as set forth in the Bidding Data shall be considered.
- e) **Registration certificate for GST & valid Income Tax clearance Certificate /PAN No./ last 3 years Income Tax paid Certificate.**
- f) **Registration under PF & labour laws as may be applicable as per the relevant Act.**
- g) **Money Receipt/BG/DD of EMD and Tender fee.**

Executive Engineer
MSEDCL (O & M) Divn. SANGAMNER

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**(O & M) DIVISION, SANGAMNER**
TENDER NO. : EE/SNGR/LU/T-08/2024-25**SPECIAL CONDITIONS FOR EXECUTION OF WORKS.****TERMS & CONDITIONS**

- 1) Rate should be quoted in terms of per KM in rupees of material to be transported.
- 2) **The contract will be valid for 12 (Twelve) Months from the date of issue of LOA/Order subject to financial limitation of Rs.10.00 Lakhs (Rs. Ten lakhs) whichever occur earlier.**
- 3) **The period of completion of work should be as decided by the Addl.Executive Engineer (M) Sangamner Dn., Ahmednagar. The time limit is the essence of contract and must be adhered to.**
- 4) **Rates:** - The rates quoted by you are firm and including of all taxes, labour charges and other incidental charges, excluding Toll tax, Escort. Service tax paid will be extra.
- 5) **Payment:** - The payment will be made on actual measurement basis, measurements will be taken as per actual works done in SAP. Dully signed by concerned unit in charge, SDO of sub-division, payment will be done as per service entry sheet and all process is to be done through SAP.
- 6) **Bills:** - You will have to submit the bill in triplicate mentioning your PAN No. The same will be certified by the concerned unit in charge and after recording in the M.B. the said bill will be forwarded to the Division-office along with Gate pass of filter unit. While submitting the bill, weight of concern material transported should be submitted Through SAP.
- 7) Bill will be paid for actual transportation of Power T/F/various material only, not for empty vehicle run. Both the activities
- 8) **Security Deposit:** - You have to pay security deposit 5% of amount of order value, before starting of work. The same will be paid after expiry of guarantee period or after three month from final bill paid to you on production of your original receipt.
- 9) **Income Tax:** - You will have to pay income tax 2% or as per prevailing rate, at the time of bill payment, it will be deducted from your bill and certificate will be issued, if required.
- 10) **Work Contract Tax:** - If applicable as per prevailing rate will be recovered from your bills. The insurance of the failed/Repaired PT/F/pole/line material/scrap will not be done by MSEDCL, you have to take necessary precaution for safe transportation, and other liabilities are at your side..
- 11) You have to engage one or more Vehicle in sub division as per requirement.
- 12) T&P and Manpower:- No T & P and manpower will be supplied by the Company during the course of work. The contractor should have his own workman tools and tackle required to carry out the work. The workers employed for this work should be well conversant.
- 13) Transport Facility: - No transport facility will be provided by the Company
- 14) **Scope of Work-**Works involve following activities,
 - a) **Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar.** (For replacement & crediting to store)
 - b) To & Fro transportation of **various materials** from store to site. ((For replacement & crediting to store)
 - c) Removing/Reconnection of cable, jumper, T/F belt etc. will be done by MSEDCL staff only.

- d) You or your persons not authorized to take individual permit on LT/HT line for replacement of T/F; you must carry out the work of replacement of failed T/F with authorized person of MSEDCL only.
 - e) Your labour shall ensure that D. P. structure is made dead by authorized MSEDCL staff by taking valid permit before starting the work on structure.
 - f) All the necessary precautions should be taken while carrying out the work. If any damages to the transformer/Line Material/Pole during the course of work, its cost will be recovered from your bill. All the work shall be carried as per the specification & general method of construction adopted by MSEDCL.
 - g) The work is to be carried out at the same day as far as possible as per instructions from concern unit in charge/SDO of sub-division.
- 15) **Penalty:** - The contractor should be completed within 48 Hrs. from receipt of intimation from concern unit in charge or SDO. In case the contractor delayed to carry out the work more than 48 Hrs, penalty at the rate of ½ % per day subject to maximum of 10% of the contract value will be levied and recovered from the bill.
 - 16) **Subcontract:** - The contractor should not sublet the work to other contractor or transfer or assign the contract or any part thereof to third party. In case of deviation it will be treated as breach of contract as his risk and cost
 - 17) **Quality of work:** - If it is found that the quality of work as well as performance is unsatisfactory the contract is liable for termination without giving any notice and work will be carried out from other agency even at higher rates at entire your risk. Your security deposit will be forfeited in such case.
 - 18) **Safety precautions:-** Adequate precautions shall be taken by you & technician to prevent damage while operating with various equipment. You will be responsible for any lapse on all safety measures, procedures laid down in the Statutory Act. & Rules and also lay down by MSEDCL. The operating instructions issued from time to time by the MSEDCL Officer/Employee shall be followed scrupulously by the Contractor & technician.
 - 19) **Accidents:-** The contractor shall be sole responsible for the safety of his employee & public. In case of any type of accident example fatal/Nonfatal electrical/mechanical/road, the contractor will be responsible for all monetary benefits & compensation etc. In case of any accident occurred to your employee, the total responsibilities lies with the contractor. You are also deemed to be fully aware of Company's General terms & Conditions of works contract.
 - 20) **Dispute:** - Any legal dispute regarding to this order will be subject to SANGAMNER court only. The undersigned has reserved the right to reject or cancel the order, if the work is carried out unsatisfactorily. You will have to make insurance of all person /technicians engaged with the duties at your cost & settle the claims if any accordingly. You have to execute a contract agreement within 07 days from the date of receipt of this order.
 - 21) Driver of valid licence and proper vehicle documents
 - 22) The original tender booklet purchased from company official website shall alone be accepted as a valid tender on submission tenders. All works shall be measured by the standard measurements and according to the rules and customs and usual method used in MSEDCL and more particularly as mentioned in the item-wise detailed technical specifications contained in these tender documents.
 - 23) **LIQUIDATED DAMAGES:**
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. The liquidated damages shall be levied @ 1 % of the contract price per week of delay subject to maximum 10 (Ten) % of the contract price for balance scope of work and the completed work, which cannot be used for the benefit of MSEDCL. In case of such maximum delay, the Employer may terminate the contract and Employer at the risk and cost of the Contractor complete the balance work.
 - 24) **RISK RESPONSIBILITY:-**

- a) All works carried out by the contractors for which payment is made, in part or full shall become the sole property of the MSEDCL, however, this provision shall not relieve the contractor from his responsibility towards care and protection of the materials and works, on site and liability to make good the loss and damages, in any, unless the whole work is completed and handed over to the MSEDCL.
- b) If the quality of work as well as performance is not found satisfactory the contract is liable for termination without giving any notice and at the contractor's entire risk and cost in such case the Security Deposit paid by contractor will be forfeited.
- c) Any amount or amounts due on account of damages of compensation for default or breach of contract by the contractor, the said amount (s) shall be retained and the MSEDCL shall have the right or lean such amounts retained or withheld. Any amount (s) which becomes payable by the contractor to the MSEDCL under particular contract will be deducted by the MSEDCL, from any amount due to becoming due to the contractor under same or any other contract.
- d) Any risk that may involve due to registration of contractor or his labour regulation of employment and Welfare Act 1969 will be on contractor account.
- e) The payment of work contract tax as per rules should be borne by contractor. No payment will be made by M.S.E.D.C.L.
- f) In case of any accident occurred to any of the labours or third party the MSEDCL would not take any responsibility of any legal action. And its complete responsibility lies on contractors only. The contractor is advised to have insurance policy of sufficient amount to that effect.

25) RESERVATIONS AND RIGHTS:

- a) All the works under this schedule of rates shall be subjected to Maharashtra State Electricity Distributions Co. Ltd. General Conditions of Contract for work.
- b) All questions, disputes or differences arising under / out of or in connection with the contractor, if concluded shall be subject to the jurisdiction of **SANGAMNER**, Court Only.

26) TIME - THE ESSENCE OF CONTRACT

The time stipulated in the contract for the completion of work 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 Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the program issued to him by work executing officer time to time.

27) BANKRUPTCY:

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

28) INDEMNIFICATION OF EMPLOYER

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.

29) Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the contract **or bidding process**, 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 120 days) after receipt of

the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

30) Demand for Arbitration:

- i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY of any certificate to which the contractor may claim to be entitled to, or if the E.E. Fails to make a decision (within 120 days) then an in any such case, the contractor (within 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.
- ii) The demand for arbitration shall specify the matters, which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.
- iii) The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the E.E. of the Board/company or serving or retired officer of the Board/company/Government not below the grade of E.E. or equivalent nominated by the Chairman of the Board/company in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Board/company.
- iv) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- v) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Board/company from time to time.
- vi) Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

Executive Engineer
MSEDCL,O & M Divn. SANGAMNER

DETAILS TO BE SUBMITTED BY VENDOR:

Sr NO	Criteria	Details expected	Details expected
1	Money receipt or BG of Nationalized /scheduled Bank(or Money receipt) of amount 1 % of estimated tender value against EMD.E.M.D./ B.G. Rs	yes/no	
2	Valid Electrical Contractor license on his /her own name.	yes/no	
3	Attested Copy of GST Registration	yes/no	
4	GST Tax till date paid certificate	yes/no	
5	Valid transport contractor License issued by RTO. (Compulsory)	yes/no	
6	Registration certificate for minimum 3 heavy vehicles for transportation of material with T&P in the name of firm or owner only.	yes/no	
7	Valid EPF a Registration certificates	yes/no	
8	Registration under Bombay Shop & Establishment Act	yes/no	
9	PT Registration Certificate up to date paid certificate.	yes/no	
10	Work compensation policy documents (Compulsory)	yes/no	
11	General Experience		
	Single Order 20% of tender estimate Cost OR	Experience certificate mentioning order No/Date/Amt/nature of work/completion date etc Work order should be of work described in the tender title. Other work orders which are not relevant to the nature of work described in the tender title will be discarded and will not be considered for further bidding process.	
	TWO Order 25% of tender estimate Cost OR		
	Three Order 30% of tender estimate Cost		
12	Specific Experience as per tender	30% of total physical parameters	
13	Experience Certificate (Not below rank of EE)	Number	
14	Avg. Annual Turn of last 3 Yrs FY (2018-19,19-20,20-21,21-22)	Certified by CA	
15	Bank Solvency Certificate	Tender estimated value	
16	Income Tax Return	last three year	
17	Net Worth	positive	
18	Pan Card	Number	

DATE

SIGNATURE OF AUTHORISED SIGNATORY

Name and Designation: Seal of Bank

Bank Address:

WITNESS: (Signature) Name & address:

SAMPLE FORM
BID SECURITY (EMD) BANK GUARANTEE

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

WHEREAS, (Name of bidder) (herein called “the Bidder”) has submitted his bid.....

Dated..... for the Contract No..... Dated..... under

Division. (Here in after called “the Bid”).

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

SEALED with the Common Seal of the said Bank this.....day of2024.

The conditions of this obligation are:

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

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

This Guarantee will remain in force up to 90 days after tender opening 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:

FORM - D CONTRACT
AGREEMENT

(To be executed on Rs. 100/-non-judicial stamp paper)

This agreement made this _____ day of _____ 2023, between the Maharashtra State Electricity Distribution Company Limited Represented by the _____ (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the work of Annual contract **Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar** (for Tender no. EE/ S N G R / L U / T - 0 8 / 2 0 2 4 - 25 should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ Dated _____
 - (b) The Bid dated _____
 - (c) Section I, II, III of Bid document.
 - (d) The Conditions of Contract (Annexure A, B) (e) The Completed Schedules, and
 - (f) The Contractor’s Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned. The Contractor hereby covenants with the Employer to execute and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, **the amount of Rs. 10.00 Lakhs** or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

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

Authority signature of Contractor
SEAL

Authority signature of Employer
SEAL

In the presence of:

Name _____
Signature _____
Address _____

In the presence of:

Name _____
Signature _____
Address _____

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) DIVISION, SANGAMNER**

TENDER NO. : EE/SNGR/LU/T-08/2024-25

SCHEDULE PRICE BID

Tender for work contract of Transportation with loading, unloading, transportation of failed and repaired distribution transformers from filter unit to various repairing agencies and vice versa under Sangamner Division, Ahmednagar as per MSEDCL's standard method. Rate to be quoted here in percentage only that is (Summation and reasonability of total overall not individual)

S.N	Activity	Unit	Qty	Rate
1	To,& Fro Transportation of new & Faild Transformer of any capacity from filter unitto Repair Agency by vehicle & credit of failed transformer to filter unit on same day as one activity	Per Trip [0 to 50 Km]	1	
2	To,& Fro Transportation of new & Faild Transformer of any capacity from filter unitto Repair Agency by vehicle & credit of failed transformer to filter unit on same day as one activity	Per Trip [0 to 75 Km]	1	
3	To,& Fro Transportation of new & Faild Transformer of any capacity from filter unitto Repair Agency by vehicle & credit of failed transformer to filter unit on same day as one activity	Per Trip [0 to100 Km]	1	
4	Any Material (Oil Barrel)	Per MT	1	

Taxes : _____ **Inclusive /Exclusive** (Delete word which is not applicable)
Further, if the work is split up, I consent to execute the work at lowest rates/ rates finalized by the company (Tick for yes/no)

Declaration : I have gone through all the conditions of this Tenderer and same are agreeable to me.

Place : SANGAMNER

Date: _____

Signature of the Tenderer

Seal of Tenderer

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401811 Loading and Unloading	ADM 022	Days	996791	1		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	PRICE BID	Price Section	40401811 Loading and	AS PER TENDER DOCUMENT PRICE BID
2	Experience certificate documents	Technical Section	40401811 Loading and	AS PER TENDER DOCUMENT
3	TECHNICAL DOCUMENTS	Technical Section	40401811 Loading and	AS PER TENDER DOCUMENT
4	COMM BID	Commercial Section		AS PER TENDER DOCUMENT