

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		31-07-2024 03:47:19
Tender Code	EE/Domb/PMDTC/T03/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Preventive maintenance of DTC under Dombivali Division	
Estimated Cost (In Lakhs)	20	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	2500	
GST In INR (@18% on Tender Fee: SAC No.	450	
Total Tender Fee Amount including GST in INR.	2950	
Contact	Sachin Karale , 8879626679 ,eedombivaliu@gmail.com	
Pre-Qualifying Req	AS per SBD	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Dombivli Urban Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of Executive Engineer Dombivali Division	
Bid Opening Address	Office of Executive Engineer Dombivali Division	
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	31-07-2024 18:00	
Tender Sale End Date	13-08-2024 23:55	
Bid Start Date	31-07-2024 19:00	
Bid End Date	14-08-2024 15:00	
Pre-Bid Meeting Date	06-08-2024 11:00	
Techno-Commercial Bid opening on	14-08-2024 16:00	
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	Y
------------------------------	---

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



TENDER DOCUMENT

Tender for Preventive *Maintenance of Distribution Transformer Centre in Dombivali*
Division of Kalyan Zone.

(EE/DOMB/PMDTC/T-03/2024-25)

<https://etender.mahadiscom.in/eatApp/>

Opp Gharda colony Plot no 31, MIDC
Ph-II Dombivali E
Dist-Thane Pin-421203
Telephone : (0251-02447695), Extn. :- _____
Email: eedombivaliu@gmail.com

Estimated cost : Approx. Rs. 20 Lakhs
E.M.D. Rs. 20000 /- (Rs. TwentyThousands only)

SECTION-I

BID INVITATION

1. Introduction

The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), represented by the Executive Engineer, Kalyan Circle- I wishes to intend for "Tender for **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I , Kalyan Zone** for 12 months from the date of issue of order for FY 2024-2025 and as described in the Bidding Data under single point responsibility **"Partial Turnkey Contracts"**.

2. Brief description for the Bidding Process:

- a. The Executive Engineer, **Kalyan Circle- I** on behalf of MSEDCL, invites eligible bidders to submit a bid in accordance with the provisions of this Tender Document. In this Tender Document, the term "Bidder", which expression shall, unless repugnant to the context, include all parties who have submitted bids in response to this Tender Document within the stipulated time frame for submission.
- b. The Bidders shall submit the bids in two parts by following e-tendering process as described in Bid document. First part comprises of the technical bid and the second part comprises of the Financial/ price bid in accordance with this Tender Document.
- c. Bidder shall not upload Financial/price bid with technical bid documents together. Such bid may be rejected and bidder shall be disqualified from the bidding process.
- d. In terms of the Tender Document, a Bidder will be required to deposit, along a bid security as Earnest Money Deposit (EMD).
- e. MSEDCL will open the technical bids of all bidders and price bids will be opened afterwards of only technically qualified bidders.
- f. The Bidder's Names, Bid prices and the submitted or non submitted of the requisite documents and such other details as MSEDCL, at its discretion, which may consider appropriate will be announced at the time of opening.

BIDDING INFORMATION

1	Tender Reference No.	EE/DOMB/PMDTC/T-03/2024-25
2	Sale of Tender Form on weblink	31.07.2024 to 13.08.2024
2	Last date & Time for submission of Bids	14.08.2024, 15:00 Hrs
3	Date of Pre-Bid Meeting	06.08.2024, 11:00 Hrs All Bidders are requested to kindly attend the pre bid meeting to submit their respective queries and suggestions.
4	Date & Time of opening of Technical Bid	14.08.2024, 16:00 Hrs
5	Address for communication and Venue for Tender opening	(eedombivaliu@gmail.com), Opp Gharda colony Plot no 31, MIDC Phase II Dist Thane Pin code 421203
6	Tender processing fee	Rs. 2500/- + 18 % GST as applicable (Non-refundable & Non Transferable)
7	Earnest Money Deposit (EMD)	Rs. 20000 /- only (can be paid by either online ; or DD in favour of MSEDCL or through RTGS in bank account number----- of -----bank)
8	Performance Bank Guarantee in lieu of Security Deposit	<p>The successful bidder shall furnish the performance Bank guarantee within 14 calendar days from the issue of the offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of 5% of Contract Value</p> <p>(Contract value means total estimated cost divided among the total qualified bidders)</p> <p>denominated solely in INR payable and claimed at Dombivali (Place) issued either by a Nationalized or Scheduled Bank located in Maharashtra & acceptable to MSEDCL and valid for the period for 1 years.</p>

Note:

1. **The date & time of opening of Price Bid will be informed by an e-mail.**
2. **The contract is valid for 12 month but may be extended if required at the discretion of MSEDCL only.**
3. Eligible bidders shall upload the Bids through e-tender portal of MSEDCL: <https://etender.mahadiscom.in/eatApp/> details can be obtained from <https://www.mahadiscom.in>.

SECTION-II

INSTRUCTION TO BIDDERS

The **Executive Engineer**, Dombivali Division on behalf of MSEDCL invites bids from eligible bidders for tender of ***Preventive Maintenance of Distribution Transformer Centre*** under the jurisdiction of Dombivali Division, Kalyan Circle -I.

Scope of Contract:

The Scope of contract is as below:

- a) To carry out ***Preventive Maintenance of Distribution Transformer Centre***, under the jurisdiction of Dombivali Division, Kalyan Circle -I; major material required under contracts as per list enclosed (Annexure C) shall be supplied or provided by MSEDCL; and agency will have to supply minor items of consumable nature only as listed in Annexure D.
- b) In case any major material if not available with MSEDCL the same shall be supplied by the agency at the prevailing cost data of MSEDCL together with price indexing, if applicable.
- c) Detailed execution Plan for timely implementation of work is to be submitted by the agency immediately after allotment of work.
- d) The selected bidder shall have his Office within the jurisdiction of the works for attending the work or meet out the emergency services.
- e) **The contract is valid for 12 month but may be extended if required at the discretion of MSEDCL only.**
- f) Bids shall be completed and cover all Works described in the price schedule. Any item of works required for complete usable system shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned or not in the price schedules, the same can be brought to notice of Tendering authority during Pre-Bid meeting.
- g) Bidder should note that obtaining permissions from statutory bodies wherever required for execution of works, shall be entirely in bidder's scope. However, MSEDCL will extend its support for obtaining these permissions on best effort basis.
- h) Partial bids, or bids which do not cover the entire scope of the works will be treated as incomplete and "not responsive" to the terms and conditions of bidding and are liable to be rejected.

1. Eligibility and qualifying criteria :

The Bidder shall meet following minimum eligibility criteria for participation in the bid.

(a) Technical Qualification:

- (i) The bidder must have at least 3 years experience as a licensed Electrical agency in construction, erection, testing, commissioning and **Maintenance of Distribution Transformer Centre and all types of LT feeder pillar and DTC Metering related works.**
- (ii) The Bidder should have specific experience of execution of turnkey or partial turnkey contracts during the last 5 years for Erection or maintenance of 05 no of DTC. **The Experience of maintenance of all types of LT feeder pillar and DTC Metering related works will be preferred.**

All the components of electrical works mentioned above should be in successful operation for at least one (1) year as on date of submission of bid;

- (iii) Work experiences of the bidder mentioned as per above in (ii) shall be considered only if the works have been executed under Govt./semi-Govt./autonomous body of Central/State Govt./Electricity Power Utility/ Public works, Distribution franchisee appointed by MSEDCL and under Dedicated Distribution Facility (DDF) scheme work approved by MSEDCL. The work experience under DDF scheme will be considered only if approved by Competent Authority in MSEDCL i.e. concerned Executive Engineer / Executive Engineer.
- (iv) The Bidder should deploy sufficient man power for carrying out the maintenance work, however the agency should provide the manpower at least as mentioned in Annexure-A
- (v) The Bidder should have provide necessary Tool & Plants for these works, minimum requirement for which is as per Annexure-B.

(b) Financial Qualification:

- (i) The Bidder should have executed similar works in any sector during the last 5 financial years with minimum

- a) One work/order/Contract comprising of maintenance of **Distribution Transformer Centre** and **maintenance of all types of LT feeder pillar and DTC Metering related works**; equivalent to at least 20% of the estimated cost of the tender.
 - b) Or Two work order/Contract together comprising of **Distribution Transformer Centre** and **maintenance of all types of LT feeder pillar and DTC Metering related works**; equivalent to at least 25% of the estimated cost of the tender.
 - c) Or three order/contracts together comprising of **Distribution Transformer Centre** and **maintenance of all types of LT feeder pillar and DTC Metering related works**; equivalent to at least 30% of the estimated cost or 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). Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall request.
- (ii) The bidder must enclose the experience certificate for satisfactory completion of works indicating value / cost & period for satisfactorily completion of such type of works in MSEDCL or any other power utility companies. The certificate should be signed & endorsed by the officials or in case of MSEDCL the person should be not less than the cadre of Ex. Engineer O&M Division. Please do not enclose any work order copies.
 - (iii) The bidder should have an average annual financial turnover of **30%** of tender cost during last consecutive 3 financial years.
 - (iv) The bidder shall have a **positive net worth**.
 - (v) The Bidder should have valid GST/PAN Registration Certificate.
 - (vi) The Bidder should have valid PF Registration
 - (vii) The Bidder should have taken Group Insurance Cover for his Employees.

2. Instructions to bidders:

- (i) (a) All bids must be accompanied by EMD as specified in the Tender Notification (Section-I) and uploaded on or before the prescribed

date and time given in Section-I of this document. Bids submitted without EMD will be summarily rejected. Bidder shall upload the required documents through electronic mode only as part of their proposal.

- (b) The Bidder shall also upload copies of
 - (i) Central and State GST registration Certificate
 - (ii) PAN issued by appropriate authority.
 - (iii) Income Tax returns of previous three assessment years.
- (ii) The Bid uploaded by the Bidder and all correspondence and documents in relation to the bid shall be in English Language. For more details refer Clause 6 of this section.
- (iii) Bidders are not allowed to participate in the bid on consortium basis.
- (iv) Bidder should upload only those documents which are asked to be uploaded in the Tender document.
- (v) Technical proposal which are submitted by non qualified bidder or which are evaluated to be “non responsive” will be rejected and shall not be considered for detailed technical evaluation.
- (vi) Only bids conforming to minimum eligibility criteria and found to be technically responsive will be taken up for further evaluation. During evaluation of Bids, MSEDCL, may, at its discretion, ask the bidders for clarification of their proposals.
- (vii) The bidder shall quote their rates considering market and site condition and variation in price index etc. The quoted rates by the bidder shall remain the same.
- (viii) MSEDCL will not entertain any claim at any stage from successful bidder on the plea of not having sufficient acquainted himself as to site condition before submitting price bid etc.
- (ix) Financial bid of the technically qualified bidders to be opened on selected date and the place intimated to technically qualified bidders through e-mail.
- (x) **Offers by matching prices with lowest acceptable bidder:**

Matching exercise first will be carried out for bidders who gave consent to match the L-1 offered rate in the price bid as optional documents. The

bidder who has not given consent letter in the price bid will not be considered in first round. But if enough bidders are not available then MSEDCL, at its discretion, can ask other bidders to match the price of L-1

3. The Letter of Intent (LOI) shall be issued to the L-1 bidder and bidders who match the L1 Bid. If minimum number of desired agencies is not available at L1 price, MSEDCL may at its discretion eligible agencies who have quoted L2 and L3 to minimum required agencies in that area.
4. The LOI order and/or work order are not transferable. Subletting is not allowed.
5. MSEDCL reserve rights
 - (a) To reject or accept any or all bids wholly or partly without assigning any reason on the ground considered advantageous to MSEDCL.
 - (b) To decide works to be awarded to eligible bidders subject to general principle that bidder who has quoted L1 should ordinarily not get less works than others including who matches their price with L1 if there is no deficiency in their work.

6. Language of Bid:

The Bid shall be uploaded in English Language. Supporting documents and printed literature which are in another language shall be accompanied by an accurate translation in the English language duly authenticated and certified by the bidder.

7. Documents Comprising the Bid:

The Bid prepared by the Bidder shall be uploaded in 'Two parts viz. Technical Bid and Financial Bid. Bids shall be electronically submitted online in the E-tender plat form and the documents shall be scanned and uploaded along with Bid.

Part-I: Technical Bid

Bidder shall submit relevant certificates to demonstrate the financial, technical capabilities & eligibility criteria prescribed under this Tender Document. In this regard the Bidder shall upload following minimum documents/

information (form of consent of Lowest matching offer is optional) for technical and financial evaluation.

- i. Firm's Profile at a Glance(Appendix-I(A))
- ii. Financial Status (Appendix-I(B))
- iii. Experience (Appendix-II)
- iv. Form of consent of Lowest matching Offer (Appendix-III)(optional)
- This document is optional. For its use, please refer to clause no 3(x) of instructions to Bidders.
- v. Form of Earnest Money Deposit / Bid Security (Appendix-IV)

Part-II: Financial bid

- (i) The bidder shall submit the price schedule as furnished in the tender document. Each entry in the price bid form should be filled.
- (ii) The bidder shall quote the rates above/below the scheduled rate. Taxes as applicable will be paid extra.
- (iii) Prices shall be quoted in Indian Rupees only.
- (iv) For Technical specifications and Cost Data, Please refer MSEDCL website i.e. <https://www.mahadiscom.in/supplier/#> .
- (v) Any Financial Bid uploaded with conditions different from the tender specification will be rejected.

8. Earnest Money Deposit (E.M.D.):

- a) The Bidder shall furnish along with the Technical Proposal, an E.M.D. of **Rs. 20000 /- (Rs. Twenty Thousand only)**. Payable either by DD in favour of MSEDCL or in the form of account transfer through RTGS/NEFT into Bank of India Branch Dombivali Division Account No IFSC Code or in the form of Bank Guarantee as per Appendix-IV.
- b) Any bid not accompanied by an acceptable E.M.D. shall be rejected by MSEDCL as non-responsive.
- c) The E.M.D. of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- d) The E.M.D. of the unsuccessful bidders will be returned as promptly as possible, after finalization of tender.

- (i) If a Bidder withdraws his Bid during the period of Bid validity Specified by the Bidder on the Bid Form its E.M.D. will be forfeited.
- (ii) If the successful Bidder fails to furnish performance security in accordance with **Clause 20** of this Section - II of this Section, its EMD will be forfeited.

9. Period of Validity of Bid:

- a) Bids shall remain valid for 60 days after the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by MSEDCL as “non-responsive”.
- b) In some circumstances, MSEDCL may solicit the Bidder’s consent to extend the period of validity. The consent for extension, if any, shall be given in writing. The EMD provided under clause (9) of this Section – II above shall also be suitably extended. A Bidder extending the bid validity will not be permitted and modify its original bid.

10. Amendment to Bid document:

- a) At any time prior to the deadline for submission of bids, MSEDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents by issuing addenda.
- b) Any addendum thus issued shall be treated as part of the Bid documents pursuant to Sub-Clause (a) above and shall be communicated through the website: - <https://etender.mahadiscom.in/eatApp/>

11. Format of Bid

- (i) The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in entire bid document including financial bid containing price proposal.
- (ii) Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given in the Bid document separately for Technical Proposal and Price Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document

is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

12. Mode of submission of bids:

- (i) The Bids shall be submitted electronically through the e-tender portal only.
- (ii) Bids sent by any other mode like in person, post, e-mail will not be considered & rejected.
- (iii) MSEDCL may at its discretion require any Bidder to submit the hard copy of any of the document submitted on e-tender platform.

13. Submission of Bids:

The bidder shall scan all the documents forming part of the bidder's Technical Proposal and price proposal, and convert the same into PDF format. The size of the Technical Proposal/Price Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech_(Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by MSEDCL during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.

14. Deadline for Submission of Bids:

- (i) Bids must be uploaded by the bidder through e-tender process not later than the time and date specified in the invitation for Bids.
- (ii) The MSEDCL may, at the discretion, extend this deadline for submission of bids by issuing an addendum.

15. Acceptance or Rejection of Bids:

- (i) MSEDCL reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

- (ii) Incomplete bid or Bid with incomplete information/Documents or bid which is not substantially responsive as determined by MSEDCL are liable for rejection.

16. Preliminary Examination of Price Bid:

Upon examination of bid, Arithmetical errors found if any will be rectified on the following basis.

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (ii) If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, his bid will be rejected.

17. Opening and Evaluation of Proposals:

a) Opening of Pre-Qualification cum Technical Proposals:

- (i) MSEDCL will open the Technical Proposals on the date and time designated in the E-Tender Notice/ Bid Document.
- (ii) The time and date of the opening of the Price Bids will be informed through an email to technically qualified bidders.

b) Examination of Technical Proposals and Determination of Responsiveness:

- (i) A technical/ tender committee shall evaluate the Bids submitted by bidders for a detailed scrutiny. During evaluation of Bids, MSEDCL, may, at its discretion, ask the bidders for clarification of their proposals.
- (ii) Notwithstanding the above, MSEDCL reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

c) Clarification of Technical Proposals and Contacting MSEDCL:

- (i) MSEDCL can seek any clarification / document required for technical qualification before opening the Price Bid. The bidder to submit the clarification regarding the documents submitted

with the Technical Proposal, same shall be uploaded on the portal or to be submitted by e-mail.

- (ii) Any effort by the bidder to influence MSEDCL in evaluation of Technical Proposals, bid comparison or MSEDCL decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

d) Financial Evaluation:

The "Price bids" of only those bidders shall be opened, who qualifies the **"Prequalification cum Technical Bid"**. The price bids of the eligible bidders will then be evaluated in the manner provided below.

e) Determination of the Lowest quoted price against the scope of work

- (i) The evaluation for lowest offer will be done based on the percentage rates quoted by the Bidders against the price schedule, and accordingly L-1 Bidder shall be determined. MSEDCL at sole discretion, if found necessary, may negotiate the offer with "L-1 bidder".
- (ii) In case of rate quoted in words and figure are different, the lowest of the two which is beneficial to MSEDCL shall be considered.

f) Offers by matching prices with lowest acceptable bidder:

On declaration of the L-1 bidder, exercise of matching prices shall be carried out as below;

- (i) In first instance, bidders who have given optional consent (Appendix-III), in technical proposal would automatically be considered as bidders matched with L1 and would be considered as eligible.
- (ii) If sufficient number of bidders are not available at L1 after considering optional consent, MSEDCL may invite the remaining successful bidders who have not given their consent to match the quote of the lowest acceptable L-1 Bidder.
- (iii) MSEDCL reserves the rights to select the agencies at its sole discretion subject to them matching the quote with the L-1 Bidder. MSEDCL may at its discretion also select bidders who have quoted L2, L3 if not enough agencies are available at L1.

18. Notification of LOI

- (i) Prior to expiration of the period of bid validity prescribed by MSEDCL, MSEDCL will notify the successful bidder, that his bid has been accepted to carry out **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone** for 12 months on the rates offered by him.
- (ii) Upon notification of tender as above MSEDCL will promptly notify the other bidders that their bids have been unsuccessful.
- (iii) After tender finalization, the work orders will be issued separately to the eligible agencies as and when required for carrying out Preventive maintenance **of Distribution Transformer Centre** work through IT system.

19. Signing of Contract

- (a) Along with notification of LOI, MSEDCL will send the bidder the Form of Contract, incorporating agreement between the parties.
- (b) Within 14 days of receipt of the Letter of Intent, the successful bidder shall sign the Form of Contract on Stamp Paper (non-judicial) borne by the bidder as per the rate specified in Bombay Stamp Act 1958 and submit it to MSEDCL as per the format provided separately.
- (c) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s).

20. Performance Bank Guarantee (PBG) in lieu of Security Deposit:

- a) The successful bidder shall furnish the performance Bank guarantee within 14 calendar days from the issue of the LOI offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of **5 % of Contract Value (Contract value means total estimated cost divided among the successful bidders who have been eligible)** denominated solely in INR payable and claimed at Dombivali Division issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 1 years from the date of LOI.
- b) The defect liability period of the works including the material shall be 1 year from the month of commissioning which includes free replacement of defective/ non-working/ faulty/ malfunctioning allied materials within Contractual period till completion **of guarantee period of 1 year from the date of its commissioning.**

- c) **Prior to making a claim under the Performance Bank Guarantee**, MSEDCL or MSEDCL representative shall, in every case, notify the Agency stating the nature of the default for which the claim is to be made.

21. **Forfeiture of Performance Bank Guarantee**

- (a) **The performance Bank Guarantee** submitted in lieu of security deposit specified in the **clause 20** will be liable to be forfeited if
- (i) The agency fails to initiate the works after issuing of work order or
 - (ii) The progress of works lagging behind the desired progress of works as mentioned in work order or
 - (iii) The contract is terminated due to the reasons attributed to the agency or
 - (iv) The quality of material is not as per standard or if the works is not carried out as per standard method of construction, or not observing the rules and regulations.
- (b) The performance bank Guarantee shall not be forfeited unless reasonable opportunity of being heard has been given to the party.

22. **Corrupt or Fraudulent Practices**

- a) The Maharashtra State Electricity Distribution Company Ltd. requires that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL defines for the purposes of this provision, the terms set forth as below:
- (i) **“corrupt practice”** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MSEDCL, and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive MSEDCL of the benefits of free and open competition.

- b) MSEDCL will reject a proposal for award if it finds out that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) MSEDCL will declare a firm ineligible, either indefinitely or for a specific period of time, for award of an MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL Assignment.

23. Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Agency and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Agency has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between MSEDCL and the Agency and not on procurement of raw materials, intermediary components etc. by the Agency for which MSEDCL shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable to the Contract Agreement.

24. Process for allocation of agencies division wise at circle level:

- (i) The **allocation of agencies** for the preventive maintenance of **DTC** shall be done by Executive Engineers after finalization of tender.
- (ii) The Executive Engineer will allocate 3 to 5 Nos. of agencies for each Division depending as per MSEDCL's requirements.
- (iii) The Executive Engineer will give division wise allotment of agencies.
- (iv) The detail work order for carrying out the preventative maintenance work shall be given by the respective division through ERP only.
- (v) After completion of work, the agency should submit the bill through ERP and upload the checklist and photographs with Geo-Coordinates in the system.

- (vi) The area allotted to work (division) to the eligible agency may be changed at discretion of MSEDCL. The services of the eligible agency may be utilized by MSEDCL in nearby O&M division within the same circle where needed and in nearby circles during emergencies like major breakdown, flood ,natural calamities with the consent of Agency .
- (vii) The Executive Engineer Dombivali Division will be the Nodal officer and single point communication person for this contract. For all communications please refer e-mail ID given in section-I.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

The following are the General Conditions of Contract.

In this Contract, the following terms shall be interpreted as indicated:

1. Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- i. **"Commencement Date"** means the date of issue of LOI order by the concern Executive Engineer.
- ii. **"Commissioning"** means completion of work & putting the facility/ System in the successful operation. The term "Commissioning" is synonymous with the term "Energization", as commonly used in the Industry.
- iii. **"Contract"** means the agreement if any to be entered into by MSEDCL with the agency and shall include these Conditions of Contract, MSEDCL Requirements, the Tender, the Agency's Proposal, the Schedules, the Letter of Award and such further documents as may be expressly incorporated in the Letter of Award or Contract Agreement (if completed) and any further conditions which may be specifically agreed to between the parties as forming the part of contract.
- iv. **"Contract Period"** means the period from the Commencement Date to the date of completion of LOI period.
- v. **"Contract Price"** means the sum stated in the Letter of award as payable to the Agency for the execution, testing, commissioning of the Works and the remedying of any defects in accordance with the provisions of the Contract, including guarantee of the Works and plant during the defects liability period.
- vi. **"Agency/ Agency"** means the entity supplying the goods and services under this contract.

- vii. **"Agency's Equipment"** means all machinery, apparatus and other things (other than Temporary Works) required for the execution, completion and guarantee of the Works and the remedying of any defects, but does not include Plant and Equipment, Materials, or other things intended to form or forming part of the Permanent Works.
- viii. **"Agency's Representative"** means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- ix. **"Defect"** means any part of the Works not completed in accordance with the Specifications and terms and conditions of Contract, including any Works or part thereof which becomes faulty during the Guarantee (Defects Liability) Period.
- x. **"Defect Correction / Liability Period"** means the period for correction of the Defect by the Agency, beginning from receipt of the Notice of Defect from MSEDCL by the Agency and extending up to days thereafter.
- xi. **"Defect Notice Period"** means the period after observation of the Defect within which MSEDCL should notify the Agency about the Defect. Notification of the Defect will normally be made immediately after its observation.
- xii. **"Agency"** means the person whose Bid has been accepted by MSEDCL and the legal successors in title to such person, but not (except with the consent of MSEDCL) any assignee of such person.
- xiii. **"Employer's Requirements"** means the description of the scope, standards, design criteria (if any) and program of work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract. The Conditions of Contract, Technical Specifications, Drawings, Appendix to tender and all other information contained in the Bid documents form an integral part of MSEDCL Requirements.

- xiv. **"Final Work Completion Certificate"** means the certificate issued by MSEDCL Representative upon satisfactory completion of the Guarantee responsibilities.
- xv. **"Guarantee"** means the supply of all things necessary so as to remedy any defects in workmanship, materials, plant and equipment and guarantee proper operation of the constructed facilities for the period of 1 year after completion of the Works, all in accordance with the conditions of the Contract.
- xvi. **"Guarantee Period"** means the time as stated in the Appendix to Tender for guaranteeing the Plant, Equipment, and Materials against defects in materials, workmanship and manufacturing defects, calculated from the date upon which the entire Works (completion and commissioning of all the useful Sections in all respect) have been completed as certified by MSEDCL Representative. The term "Defects Liability Period" is synonymous with the term "Guarantee Period".
- xvii. **"Inspecting Authority"** shall mean any Engineering person or personnel authorized by MSEDCL to supervise and inspect.
- xviii. **"Letter of Intent / award"** means the formal acceptance by MSEDCL of the tender. The term "Letter of Intent / award" is synonymous with the term "Notice of Intent / Award".
- xix. **"Materials"** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Agency, including the supply-only items (if any) which are to be supplied by the Agency as specified in the Contract.
- xx. **"MSEDCL" means** Maharashtra State Electricity Distribution Company Limited; a company incorporated under the Company's Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board having its registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- xxi. **"MSEDCL Representative"** means the person appointed by MSEDCL to act as Representative for the purposes of the Contract and named as specified, or other person appointed

from time to time by MSEDCL and notified as such to the Agency.

- xxii. **"Rate Contracts"**: The Rate Contract is a contract under which, during the period of its currency, the agency engages to supply materials on demand, irrespective of quantity, at fixed unit rates or prices, within a given period of the receipt of such demand.
- xxiii. **"Site"** means the places provided by MSEDCL where the Works are to be executed at the locations identified and to which Plant/substation and Materials are to be delivered and any other places as may be designated in the Contract as forming part of the Site.
- xxiv. **"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, addenda and lists of corrections, amendments and clarifications, as well as any variations issued by MSEDCL Representative during the course of the Contract.
- xxv. **"Taking-Over Certificate"** means a certificate issued by the Engineer when the Works, have been completed in accordance with the Contract.
- xxvi. **"Works"** means carrying out maintenance as per the instructions received from tender accepting authority/representative of MSEDCL for said works

2. **Contract Agreement**

A Contract Agreement shall be provided separately.

3. **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, MSEDCL shall issue any necessary clarification or instruction to the Agency, and the priority of the documents shall be as follows:

- i. The Contract Agreement;
- ii. The Letter of Intent;
- iii. Work order issued to agencies;
- iv. The Bid (accepted Price Proposal);
- v. The Conditions of Contract, ;

- vi. MSEDCL Requirements (including Specifications and Drawings); and
- vii. The Agency's Proposal (Technical Proposal, including completed Schedules).

4. Communication with bidder:

- (i) Wherever provision is made for giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.
- (ii) Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication.
- (iii) If the Agency wants to submit any claim, reply to termination notice, any grievance regarding terms & conditions of Contract etc., he should submit the same to the Executive Engineer only, and not any other officers, by hand delivery and obtain the acknowledgement of the same.
- (iv) In case of works related issues such as outages, materials, ROW, works site clearance, line/equipment out permits etc the agency should hand over the same to the concern SDO or Executive Engineer only, and not any other officers, by hand delivery and obtain the acknowledgment of the same.
- (v) If the Agency does not get any response from the concern officers, he should send his correspondence to the Executive Engineer Dombivali Division on his mail id eedombivaliu@gmail.com
- (vi) All correspondence, notices or written orders to be given to the Agency by MSEDCL or MSEDCL Representative, shall be sent by air/mail on the mail address given by the Agency in the bidding document.
- (vii) Works review coordination meetings between MSEDCL Representative and Agency shall be conducted on a monthly basis or as and when required by MSEDCL, at locations decided by MSEDCL, to review the Agency's progress and plans for completing the remaining Works, to deal with matters affecting the progress of the Works, and to decide on responsibility for actions required to be taken. MSEDCL Representative shall prepare the Minutes of Meeting and provide copies for the records of all attendees. Decisions taken and

instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications

5. **Compliance with Statutes, Regulations and Laws**

The Agency shall, in all matters arising in the performance of the Contract, comply with, give all notices under, and pay all fees required by the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Works. The Agency shall obtain all permits, licenses or approvals required for implementing, testing and commissioning any part of the Works in reasonable time taking account of the times for completion of the Works, and the costs of any such permits, licenses or approvals shall be included in the Contract Price for the relevant Activity. MSEDCL and the Agency shall comply with the laws of India and the State of Maharashtra.

6. **Labour laws**

The Agency shall comply with all the relevant labour laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Agency shall require all such employees to obey all applicable laws and regulations concerning safety at work. Agency shall deposit the labour cess as per Building and Other Constructions workers, Welfare Cess Act 1996 to State Government (if applicable) otherwise same shall be deducted from RA (Running Account) bill and shall be deposited to Government Authority.

7. **Manner of Execution**

Execution of work shall be carried out in the approved manner as outlined in the technical specifications or where not outlined, in accordance with relevant BIS/ Indian Standard Specifications, to the reasonable satisfaction of MSEDCL.

- (i) The Agency should successfully complete the works within time frame set out by MSEDCL. MSEDCL shall not be responsible for any loss or damage of any material when carrying **Preventive Maintenance of Distribution Transformer Centre** as per work order.
- (ii) Undertake necessary activities during the guarantee period as set out in this Contract.

8. **Standards**

The materials / spares supplied under this contract shall confirm to the Standards mentioned in the Technical specification as per the MSEDCL requirements. The material supplied by the Agency under the contract shall be fully insured by the Agency in Indian Rupees against any loss or damage

incidental to manufacture or acquisition, transportation, storage till handing over the complete system to the beneficiary and the contract price shall include the same.

9. Transportation on material

- (i) If major materials required for maintenance works is provided by MSEDCL then in such case transportation charges from the Division store to work site and crediting of old/damaged material to Division store at the rate of 1% on cost of material as per prevailing Cost Data will be paid to the Agency through RA bills.
- (ii) If major materials required for maintenance works is provided by the Agency then in such case transportation charges upto work site and crediting of old/damaged material to Division store at the rate of 4% on cost of material as per prevailing Cost Data will be paid to the Agency through RA bills.

10. Insurance on material during transit

The insurance will be paid extra at a rate 1 % on the material cost as per cost data.

11. Payment:

Payment will be made to the Agency as per Section III, clause no. 20.

12. Sub-contracts:

Subcontract is not allowed.

13. Notice to Correct

If the agency fails to carry out any of the obligations, or if the Agency is not executing the works in accordance with the Contract, the MSEDCL may give notice to the agency requiring him to make good such failure and remedy the same within a specified reasonable time.

14. Removing from tender for breach of contract :

The Eligible Agencies have to execute the Preventive Maintenance work as per the Work Order(s) issued by MSEDCL. MSEDCL without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the contract (LOI) in whole or part:

- (a) In case the agency defaults on following events on three successive occasions, the contract order is liable for cancellation of LOI after issue of termination notice.

(i) If Eligible Agencies do not execute the work allotted to them as per the Work Order issued by MSEDCL or his representative within stipulated time.

OR

(ii) If Eligible Agencies delays in the execution of the work allotted to them as per the Work order issued by MSEDCL or his representative AND does not efficiently utilize the power shutdown allotted for maintenance work.

OR

(iii) If the assets serviced by Eligible Agencies under this Contract fails/ breaks down within the guarantee period.

OR

(iv) If the Eligible Agencies do not follow statutory rules & regulations related to Safety/ Construction & Maintenance practices / Labour Laws as issued by MSEDCL & other statutory authorities eg. CEA/ Electrical Inspectorate, etc.

OR

(v) If the Eligible Agencies deploy less and/or unskilled manpower than specified under this tender document.

(b) If found executing the works through sub-agency.

(c) If agency fails to replace substandard material or to rectify poor quality of works within 2 weeks from notice given to him.

(d) If the Agency/ Agency, in the judgment of MSEDCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. Force Majeure

Notwithstanding the provisions of conditions of contract, the Agency shall not be liable for Penalty or termination for default, forfeiture of his/ her performance security, if and to the extent that, its delay in performance or other failure to perform its obligations is the result of an event of Force Majeure.

For purposes of this Clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency/ Agencies fault or negligence and not forcible. Such event may include, but are not limited to, acts of MSEDCL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Agency shall promptly notify MSEDCL in writing of such conditions and the cause thereof. Unless otherwise directed by MSEDCL in writing, the Agency shall continue to perform its obligations as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

16. Debarring the Agencies from business dealing with MSEDCL

In case of failure on part of successful bidder at any stage of tendering and execution, the bidder/ agency may be debarred as per MSEDCL debar policy provided on MSEDCL website link. (<https://www.mahadiscom.in/supplier/wp-content/uploads/2018/06/Final-Booklet-Single-Page.pdf>)

17. Settlement of Disputes

- (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 agency to the Executive Engineer.
- (ii) Three Member Dispute Resolution Committee shall be constituted with one member representing the bidder & the two members of MSEDCL (including one member from Account Department) by concerned Executive Engineer.
- (iii) The Committee shall, within 120 days after receipt of the agency's representation, make and notify decisions of all matters referred to by the agency in writing. The decision of Committee will be binding on both parties.

18. Agency Obligations:

- (i) The Agency is obliged to work closely with MSEDCL staff, act within its own authority and abide by directives issued by MSEDCL and implementation activities.
- (ii) The Agency will abide by the job safety measures given on MSEDCL web site (<https://www.mahadiscom.in/consumer/wp-content/uploads/2018/03/SurakshaDeepSurakshaPustika.pdf>) as amended time to time and also statutory directions in this regard and will free MSEDCL from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency negligence. The Agency will pay all indemnities arising from such incidents and will not hold MSEDCL responsible or obligated.

- (iii) The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misbehaviour.
- (iv) The Agency will treat all data and information about MSEDCL, obtained in the execution of his responsibilities, as confidential in strict confidence and will not reveal such information to any other party without the prior written approval of MSEDCL.
- (v) MSEDCL, in no case will be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or during execution of work. All the expenditure including treatment or compensation will be entirely have to borne by the Agency. The Agency shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- (vi) The Agency should provide its employees photo identity cards to be properly displayed during duty hours. No extra payments shall be claimed by the agency or its deployed staff for such item.
- (vii) The Agency should carry out ***Preventive Maintenance of Distribution Transformer Centre in Dombivali Division Kalyan Circle- I, Kalyan Zone*** strictly in accordance with the Terms & Conditions of the contract and without any defects.
 - a. The work relating to maintenance schedule should be executed without any delay as per the implementation schedule mentioned in the work order.
 - b. MSEDCL reserve the right to depute engineer officers from his/her office for the supervision and inspection at the time of implementation of the contract. The bidder should submit report to the concerned engineer officer regarding the execution of work according to the contract.
 - c. If any defect or discrepancy will be noticed within guarantee period of 1 year after finishing of work or supply of material, same will have to be replaced or corrected by the agency at his own expenses. If agency will not replace or fail to corrected it, MSEDCL will get the work done from any other source at the cost of the agency during its guarantee period.
 - d. The successful bidder should indicate the name and address of their nearest office as a centre that can take up immediate action on complaint.

19. Implementation schedule and process :

The work should be implemented by the Agency as per the following implementation schedule: -

- (i) The work as per schedule given in work order for ***Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone*** shall be carried out by Agency and will enter on MSEDCL web portal with photographs of works attended. The Agency shall carry out the Preventive maintenance immediately from the intimation / by message / mail. The Agency shall complete the work as per the schedule of works given in the work order and within the outage period .
- (ii) MSEDCL will approve the works attended by agency after due verification & same will be intimated through system for further payment.
- (iii) If Agency fails to perform the activities within time period from intimation, the Notice to Correct Work shall be issued along with extended time to complete the work and penalty will be levied as per Tender condition.
- (iv) In spite of notice to correct works, if Agency fails to perform/improve the progress of the activities, the notice of termination of the work shall be issued.
- (v) In spite of notice to correct or rectification of work, if agency won't rectify it or correct it in extended time period; MSEDCL will get the work done by any other source or other agency.
- (vi) The Agency should take photographs of before and after works carried out along with the working men or labours& MSEDCL local representative and same will need to be uploaded in the system
- (vii) **Execution of works: - Work in respect of Preventive / Premonsoon maintenance should be carried out with prior approval and only against sanctioned estimates. Work completion report should be submitted with the bill.**

20. Payment and Penalty

(i) Billing Procedure

- a) The works as per work order shall be carried out by Agency and will and will require to feed on MSEDCL web portal / SAP with photographs & Geo-Coordinates of works carried out. The agency will require to submit online request for JM to concerned Executive engineer, O&M division

under intimation to **AEE Maintenance Division office** , Sub divisional officer and Section Engineer.

- b) The concerned Section Engineer will do carry out the JM and will also point out discrepancies or defects if any noticed during JM to the Agency preferably within 3 days from the date of request of JMC by agency.
- c) The agency will have to submit Invoice document to the concerned Executive Engineer only after rectifying pointed out defects, under intimation to Section Engineer and will upload the same on web portal.
- d) The Sub Divisional officer (O&M) after due scrutiny will approve and forward the JMC and forward to the Executive Engineer within 2 days from the receipt of the JMC / SES.
- e) **Billing procedure will be adopted at the time of issuing of LoA /LoI as per MSEDCL guidelines issued time to time.**

(ii) Payment procedure:

The payment will be disbursed against the Bills submitted by the Agency as specified under:

- (a) **100%** of the order value for labour component utilized for fixing and using the major material supplied by MSEDCL for carrying out *Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone* as per the rates applicable in the yearly rate contract, along with taxes, within **90** days of submission of necessary documents as per check list in duplicate.
- (b) **90%** of the order value of material supplied and utilized by agency against Supply, Erection, Testing & Commissioning of Line / Cable materials/Substation equipments, within **90** working days, upon submission of necessary documents as per check list in duplicate, after the on-site verification, inspection, by Concerned Sectional Officer/ any authority representative of MSEDCL, for which the claim is received. However, balance 10% of payment to agency shall be released only on successful completion of guarantee period against supply of material, installation and commissioning of Line/Cable materials excluding Taxes.
- (c) The details of all the maintenance works carried out shall be fed through mobile-app/SAP or IT system developed by MSEDCL time to time, **if applicable.**

(iii) Penalty for Delay:

- a. The Agency is required to complete the work within the stipulated time as mentioned in Order (i.e. during shutdown period) as scheduled by the concern Officer-in-charge. In case the work if not completed within

scheduled shutdown time then the penalty @ Rs.1000/- per hour for every additional hour required for completion work taken shall be charged.

- b. If the agency fails to provide necessary Spares and Consumables, Tools & Plants and if found working in violation of Safety and other statutory Regulations, penalty of Rs 1,000/- (Rupees One thousand only) per such instance shall be levied, separately.
- c. The Penalty for the delay applicable to activities will not be attributed to the agency subject to the condition specified in the Section-III, GCC. "Force Majeure" and the mutually agreed genuine causes brought on the records thereof by the agency.
- d. The delay attributable to MSEDCL will not attract any penalty.

(iv) Penalty for non-executed work:

In case the agency if fails to execute allotted work as per the hours specified in penalty clause No. 20 (iii) and read with clause No.14 then Work Order may be cancelled and MSEDCL will reserve the right to execute the work from the another agency at the RISK & COST of the defaulter agency.

SECTION - IV
FORM AND APPENDIX OF TECHNICAL AND PRICE PROPOSAL
Form of Technical Proposal
 (On Bidder's Letterhead)

To,

Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Executive Engineer,

Dombivali Division ,

Opp Gharda colony Plot no 31, MIDC

Ph-II Dombivali E Dist-Thane Pin-421203

Name of Contract: Tender for works of **Preventive Maintenance of Distribution Transformer Centre** in **Dombivali Division, Kalyan Circle- I Kalyan Zone**.

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to work for **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle-I, Kalyan Zone** with guarantee period of 1 Year, (hereinafter referred to as the contract of works) and as described in the Bid document "Partial Turnkey Contracts" as well as remedy any defects and guarantee the entire completed facilities against any defects in materials, workmanship and equipment for period specified in Bid Documents, after completion, fit for its purpose in conformity with these documents and the enclosed Proposal.

We hereby declare that we accept all the terms, conditions, specifications and all other matters mentioned in all sections of contract and agree that these will form a part of the Contract if we are selected for award of contract.

We have submitted price bids for Tender No. _____. We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake works on all these tenders. However we hereby confirm that we accept that the MSEDCL decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise

any objection. MSEDCL may decide to reject our Bid for this tender on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

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

We agree to keep this bid open for acceptance for a period of 60 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses and work order.

We accept that Dispute Resolution procedures, General Conditions of Contract, will be used for settling any disputes that cannot be mutually agreed with MSEDCL.

Yours faithfully,

Signature & Seal of company,

in the capacity of duly authorized to sign bids for and on behalf of

Address:

.....'

:

CHECK LIST OF DOCUMENTS ENCLOSED

Sr. No.	Name of Documents Attached	Remark (Tick Yes if enclosed or Tick No if not enclosed)	
		Yes	No
1.	Firm's Profile at a Glance Appendix-I(A)	Yes	No
2.	Financial Status Appendix-I(B)	Yes	No
3.	Self-Certification of No Bar/ non-failure/ blacklisted	Yes	No
4.	Experience for maintenance, supply and commissioning Appendix-II	Yes	No
5.	Form of Consent for Lowest Matching Offer Appendix-III (optional)	Yes	No
6.	Form of Earnest Money Deposit / Bid Security Appendix-IV	Yes	No
7.	Power of attorney in the name of the person authorized to sign Bid document	Yes	No
8.	Receipt of Payment made by the bidder against the Bid Fees	Yes	No
9.	Tender Document signed by bidder on each page along with Price Schedule Format.	Yes	No
10.	Form of Technical Proposal	Yes	No

Bidder's Signature:
(Seal)

Form of Price Proposal and Appendix to Price Proposal (to be submitted along with Price Schedule)

FORM OF PRICE PROPOSAL
(On Bidder's Letter head)

To,

Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Executive Engineer,

Dombivali Division ,

Opp Gharda colony Plot no 31, MIDC

Ph-II Dombivali E Dist-Thane Pin-421203

Name of Contract: Tender for works of **Preventive Maintenance of Distribution Transformer Centre** in **Dombivali Division, Kalyan Circle- I ,Kalyan Zone.**

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Works and remedy any defects, fit for its purpose in conformity with these documents **and work order to be issued if we found eligible** and the enclosed proposal, for the rate as per Price Schedule exclusive of all the GST in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

We agree to abide by this Bid for the period of 60 days after the date of opening of the Technical Proposal, and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Price Proposal and Appendix to Technical Proposal form part of our Bid.

If our Bid is accepted, we will provide the specified Security Deposit / PBG. We will commence the Works as soon as possible after receiving the Work Order after LOI, and complete the Works in accordance with the above document and Work Order within time.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Yours faithfully

Signature

Seal in the capacity duly authorized to sign bids for and on behalf of

APPENDIX TO PRICE PROPOSAL

Description	Tender No. EE/DOMB/PMDTC/T-03/2024-25
Employer's Name and Address	Maharashtra State Electricity Distribution Co. Ltd. Represented by the: Executive Engineer, , Maharashtra State Electricity Distribution Co. Ltd.Opp Gharda colony Plot no 31, MIDC Ph-II Dombivali E DistThane Pin-421203
Agency's Name and Address	(To be completed by the Bidder before the Bid is submitted)
Name and Address of the MSEDCL Representative	The Executive Engineer (Adm.) of Kalyan Circle-I

CHECK LIST OF DOCUMENTS ENCLOSED

Sr. No.	Name of Documents Attached	Remark	
		Yes	No
1.	Form of Price Proposal & Appendix to Price Proposal	Yes	No
2.	Price Schedule	Yes	No

Signature of Bidder:

.....;

APPENDIX- I (A)

FIRM PROFILE AT A GLANCE

Sr. No.	Particulars	Details
1	Name & Mailing Address of firm	
2	Contact Person Name, Designation & Contact No.	
3	E-mail Address for correspondence	
4	Firm Website Address	
5	Firm Status (Private/ Proprietor)	
6	PAN/ TAN No.	
7	Bidder's UIN No. (Unique Identification Number)	
8	Firm Registration No	
9	Bidder's registration certificates for GST	
10	<i>Bidder's registration certificates under the applicable PF and labour laws.</i>	
Attached are copies of the necessary original documents.		
1. 2. 3. 4. 5.		

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or if found incorrect at later date, our tender shall be liable to be rejected and our company may be debarred from executing any business with MSEDCL as per MSEDCL policy.

Signature of Bidder

Name

Designation

Date:

APPENDIX- I (B)

FINANCIAL STATUS

Each Bidder must fill in this form including private/ public limited company.

Sr. No.	Particulars	Financial Data for Previous 3 Years [Rs. in Lacs]		
		2021-22	2022-23	2023-24
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Long Term Loans			
5	Current Liabilities			
6	Profits Before Taxes			
7	Profits After Taxes			
8	Net Worth			
9	Available Working Capital			
10	Annual Turnover			
	Attached are copies of the audited balance sheets, including all related notes, and income statements for the any three years of FY 2021-22, 2022-23, 2023-24.			

Applicant's Auditor

APPENDIX- II EXPERIENCE

Sr. No.	Nature of Work	Year wise order amount of works in Lakhs			Experience certificate attached at page No. ...
		2021-22	2022-23	2023-24	

Signature of Bidder

Name

Designation

Company

Date

APPENDIX- III

FORM OF CONSENT FOR LOWEST MATCHING OFFER

(Optional paper –Bidder may not submit if do not want to match with L1)

Applicable for interested successful bidders (subject to fulfilment of conditions mentioned in Section –II Information and Instructions to Bidders)

To,

Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Executive Engineer,

Dombivali Division ,

Opp Gharda colony Plot no 31, MIDC

Ph-II Dombivali E Dist-Thane Pin-421203

Name of Contract: Tender for works of **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone .**

Confirmation for accepting tender contract by Matching Rates with Lowest Acceptable Bidder:

We do hereby confirm

1. I/We hereby agree to match L-1 rate discovered in the Bid by MSEDCL. No further confirmation is required.
2. All the terms & conditions would be applicable to me.

Signature of Bidder

Name

Designation

Date

APPENDIX- IV
FORM OF EARNEST MONEY DEPOSIT/ BID SECURITY
(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____, for Tender for works of **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone** with guarantee period of 1 Year for materials from the date of its commissioning and as described in the Bidding Data in MSEDCL under "Partial Turnkey Contracts" basis under bid package number Bid No: _____ (hereinafter called "the Bid") for works of **Preventive Maintenance of Distribution Transformer Centre in Dombivali Division, Kalyan Circle- I, Kalyan Zone**.

Know all people by these presents that We _____ [Name of Bank] of having our registered office at _____ (hereinafter called "the Bank") are bound unto the Maharashtra State Electricity Distribution Company Limited in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the MSEDCL. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ [Address of branch office], sealed with the Common Seal of the said Bank this _____ day of _____.

The conditions of this obligation are:

- 1) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- 2) If the Bidder refuses to accept the correction of errors in his Bid; or
- 3) If the Bidder is determined at any time prior to award of contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- 4) If the Bidder, having been notified of the acceptance of his Bid by MSEDCL during the period of Bid validity:
 - a. fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders;

We undertake to pay to MSEDCL the above amount upon receipt of its first written demand, without MSEDCL having to substantiate his demand, provided that in its demand MSEDCL will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions.

This Guarantee will remain in force up to **60 days** after the date of opening of Technical Bid as such deadline is stated in the Instructions to Bidders or as it may be extended by MSEDCL, 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 Bank's authorized officer

Seal

Signature of Bank's Second authorized officer

Seal

ANNEXURE- A**LIST OF MANPOWER ESSENTIAL FOR TECHNICAL QUALIFICATION**

Sr.no	Designation	Manpower	Work	Education Qualification and experience	Name & details of Manpower ie Employees
1	Supervisor	1 Nos.	Supervision & Coordination with MSEDCL Engineer-in-charge.	Degree/Diploma in Electrical Engineering with 05 years practical experience in Maintenance of Distribution Transformer Centre and all types of LT feeder pillar and DTC Metering related works	
2	Electrician/ Technician	2 Nos.	Carrying out Preventive Maintenance work	ITI Trade in Electrical with 05 years practical experience in Operation & Maintenance of Distribution Transformer Centre and all types of LT feeder pillar and DTC Metering related works	
3	Helper	4 Nos.	Assistance to Technicians/ Electrician/ Cable Jointer for Carrying out Preventive Maintenance work	10th Class Pass with 03 years experience and basic Knowledge of Electrical Equipments and wiring.	
4	Unskilled Labour	2 Nos.	Assistance Maintenance works	Having experience in Assisting Maintenance of Distribution Transformer Centre and all types of LT feeder pillar and DTC Metering related works	

ANNEXURE-B**LIST OF TOOLS AND PLANTS (T&P) ESSENTIAL FOR TECHNICAL QUALIFICATION**

Sr. No.	Name of Tools and Plants	No.(s)
1	Cable fault locator Van will be preferable	01
2	Insulation Tester. (Megger) (500-5000 V)	01
3	Earth Insulation Tester with suitable probes.	01
4	Multi-meter (digital)	01
5	Portable AC current injection set - Low voltage (0 to 40V, 0-100 amp)	01
6	Set of flexible wires of suitable current rating and connector clips	01
7	Clamp On meter (Tong Tester)	01
8	Oil BDV Tester set	01
9	Screw Driver set- 6"-12", Transparent Insulated Green Head, Non sparking type with insulated blades.	02
10	Hammer- Cross/Ball Pin with wooden handle, 200gm/500gm/800gm	03
11	Pliers- Combination pliers 150/160/170mm	03
12	Nose Pliers	02
13	Hacksaw	02
14	spanner set	02
15	Ratchet Set	01
16	Chain Pulleys	01
17	Fibre Ladders of suitable sizes	01
18	Crimping Tools	01
19	Air Blower	01
20	Vacuum Cleaner	01
21	Tap kit with handles	01

22	Vehicle for transportation-LMV	01
23	Discharge Rod (Earthing Rod) HT & LT	02 (Each)
24	Hand Gloves	2 Pairs
25	Safety Shoes	5 Pairs
26	Safety Zoola	02
29	Safety Helmet	10

ANNEXURE-C

LIST OF MAJOR MATERIAL for Maintenance of Distribution Transformer Centre and all types of LT feeder pillar and DTC Metering related works.

(To be provided by MSEDCL. If not provided by MSEDCL, agency to procure and use in such instances, the cost of such material procured by Agency shall be reimbursed as per prevailing cost data of MSEDCL subject prior approval and certification of Executive Engineer of Dombivali Division for utilization of Major material in Preventive Maintenance)

Sr No	Description of Material
1)	All parts of Distribution Transformer Structure such as Fabrication and Civil Foundations including Stay and studds.
2)	All minor spare parts of Distribution Transformer such as Breather, Silica gel, nut bolts etc,
3)	Arrangement to attend oil leakages at site; including spares such as Oil Valve, oil seals, Gaskets, HT/LT Bushings and HT/LT Rods
4)	All minor spare parts of 22 kV DP structure such as LA, Pin Insulators, Disc Insulators, A.B. swich, D.O. Set, Cable Saddle, Connectors and Lugs, Earthing strips, G.I & bared wires, danger boards etc,
5)	All Types of HT & LT End terminations
6)	Dist. Transformer 22/0.43 KV 63 KVA
7)	Dist. Transformer 22/0.43 KV 100 KVA
8)	Dist. Transformer 22/0.4 kV OD 200 KVA
9)	Dist. Transformer 22/0.4 kV OD 315 KVA
10)	Dist. Transformer 22/0.4 kV ID 630 KVA
11)	Dist. Transformer 22/0.4 kV OD 630 KVA
12)	Dist. Transformer Single Phase 16 KVA
13)	L.T. Dist. Boxes 25/63 KVA with MCCB
14)	L.T. Dist. Boxes 25/63 KVA with KITKAT
15)	L.T. Dist. Boxes 100 KVA with MCCB
16)	L.T. Dist. Boxes 100 KVA with KITKAT
17)	L.T. Dist. Boxes 200 KVA with MCCB
18)	L.T. Dist. Boxes 200 KVA with KitKat
19)	8 way feeder pillar with ACB
20)	6 way feeder pillar with ACB
21)	L.T. Mini Feeder Pillar
22)	LT Feeder Pillar 2/3 Way
23)	L.T. Feeder Pillar 4 Way
24)	LT Feeder Pillar 6 Way
25)	LT Feeder Pillar 8 Way

26)	Spare parts of various types of LT Feeder Pillars ; such as door, stand, Z patti, bus bars etc...
27)	DTC metering Boxes and related cables
28)	LT CTs of various sizes
29)	Single Core armoured XLPE Cable 300 sq.mm
30)	Single Core armoured XLPE Cable 240 sq.mm
31)	Any other material requirement as and when

For Rates of material please refer List Of Material attached herewith.

ANNEXURE-D

LIST OF MINOR AND CONSUMABLE MATERIAL (which shall be used by Bidder from his own resources without any extra cost)

Sr. No.	Particular
1	CRC (Electrical contact cleaner)
2	M-Seal
3	PVC Tape
4	Cotton waste
5	Cloths
6	Nut Bolt of various sizes
7	Grease / jelly
8	Flexible cables / control cables
9	Hand wire brush
10	Spray Bottles
11	HT tape
12	Lugs of various sizes
13	Ferrules of various sizes
14	Anti tracking spray
15	Any other minor material required as and when

ANNEXURE-E

Format for Annual Anticipated Estimate Quantity & Labour Charges for Preventive Maintenance of Distribution Transformer Centre and Minimum Assured Quantity to Eligible Agency

		Kalyan West	
Name of Activity	Unit	Annual Anticipated Estimate Quantity	Minimum Assured Quantity to Eligible Agencies (i.e. 1/5 th qty.)
SCHEDULE - A	Per Unit		
SCHEDULE - B	Per Unit		
SCHEDULE - C	Per Unit		

The details of actual activity, quantity and locations depending as per site conditions; will be allocated at the time of placing order.

Overall approximate Estimated Costing is Rs. 20 Lakhs

Execution of works: - Work in respect of Preventive / Premonsoon maintenance should be carried out with prior approval and only against sanctioned estimates. Work completion report should be submitted with the bill.

For Schedule rate, please refer list of material and list of services attached herewith.

ACTIVITIES TO BE DONE FOR PREVENTIVE DTC MAINTENANCE SCHEDULE "A"

Activity to be carried out
(i) Checking of oil level, if found less top up to the mark
(ii) Attending leakages of oil from DTC
(iii) Checking & tightening of earthing & neutral connections
(iv) Cleaning surrounding area of Dist. Transformer
(v) Checking & replacing of Breather / Silica Gel
(vii) Checking & re-alignment of AB Switch & Horn gap/Do fuse unit
(viii) Checking & repairing of Distribution Box cover
(ix) Checking of ACB of Distribution Transformer(315 KVA and above)
(x) Replacement of LT rod including rod ,cone washer

Note:

The Schedule "A" activity will be carried out during the planned outage / shutdown period given by only concerned Executive Engineer and the maintenance work carried out will be certified by Section in Charge as per the Check List for DTC provided in the tender documents.

SCHEDULE - B
Upto 315 kVA
Replacement of HT jumpers at DTC if found damaged (Outdoor DTC)
Replacement of damaged / deteriorated Distribution Box
Replacement of LT termination at DTC if found damaged
Above 315 kVA
Replacement of HT Cable termination at DTC if found damaged
Replacement of LT Cable termination at DTC if found damaged

Note: Activity of Schedule 'B' will be implemented on the receipt of report of Schedule 'A'.

SCHEDULE - C
DTC Fencing (In semi/Dist/Metro area - FRP material)
Supply & replacement of Silica Gel in Breather
(i) 100 gm
(ii) 250 gm
(iii) 500 gm
Replacement of damaged 3.5 LT cables between LV side of DTC to Distribution box(DB)
Replacement of gasket of top cover
Replacement of 3.5C cable by single core between LV side of DTC to Feeder Pillar having capacity more than 315 kVA (Single core cable will be provided by MSEDCL)
Digging of 6 no. of Earth pits & providing Earthing with 7/8 SWG G.I. wire with salt-50kg, Coal-40kg (G.I. strip & earthing pipes will be provided by MSEDCL)

Note: Activity of Schedule 'C' will be implemented after observing the annual budget for

maintenance.

For Schedule rate of services, please refer list of services attached herewith for all Schedules as above

CHECK LIST FOR PREVENTIVE MAINTENANCE OF DISTRIBUTION TRANSFORMER CENTER

Division

Date of inspection

Name of DTC:

DTC Code

Sr No	Item to be Inspected	Brief Description of Work	How it is to be done	Present status	Corrective Action taken for minor works	Further action required for major works
1	General Upkeeping of DTC	Maintaining DTC Yard, Cleaning & Watering of Earth Pits, removing creepers on DP structure.	Visual and physical Inspection			
2	Earthing	Checking and tightening of all Earth connections, Checking Earth connections for HV and LV Bushings including LV and neutral	To be measured by earth tester. The value of earth resistance should be less than 5 Ohm	Low/high		
3	Breather	Reconditioning of Breather by reactivation of Silica Gel or Replacement & Maintaining Oil Seal.	Colour of good silica gel is blue. if found pink then replace the same or dry it by heating and reuse.	Blue/Pink		

4	Distribution Box	Checking of condition of hinges of doors/condition of distribution box, locking arrangement, cleaning of DB by blower	Visual and physical Inspection			
5	LT Fuses	Checking of LT Fuses, LT fuse base, replacement of fuse wires, replacement of damaged kit Kats	Visual and physical Inspection			
6	DO fuse/horn gaps	Replacement of improper size of DO fuse and replacement of insulator	Visual and physical Inspection			
7	Measurement of Current & Voltage	Measurement of Load current R-ph, Y-Ph, B-Ph and Neutral	Tong tester	Balance load/diversion of load		
8		Measurements of Voltages at the transformer & tail ends.	Tong tester			
9	LA	Checking of Earth connection for Lightning Arrestor	To be measured by earth tester. The value of earth resistance should be less than 5 Ohm	Low/high		
10	LV side cable	Checking of LT cable and tightening of cable connection, replacement of burnt and	Visual and physical Inspection	Loose/Ok		

		damaged Lugs				
11	Minor repairs	Attending minor oil leakages by gasket replacement, Attending HV and LV side bushing,, proper crimping of HT/LT Lugs, removing of carbon at joints	Visual and physical Inspection			

The agency carrying out maintenance should take the photo graphs before and after maintenance and upload the photograph and Checklist in ERP system

Signature of Agency

Above work as mentioned/ detailed above have been carried out by the agency in my presence. I endorse that work as detailed above have been satisfactorily done.

Signature of the Section in charge

Name

CPF No.:

Date:



OFFICE OF THE EXECUTIVE ENGINEER,
Maharashtra State Electricity Distribution Co. Ltd,
Dombivali Division, Opp Gharda
colony Plot no 31, MIDC Ph-II
Dombivali E
Dist-Thane Pin-421203
Email: eedombivaliu@gmail.com

TENDER NO. **EE/DOMB/PMDTC/T-03/2024-25**

(PRICE BID)

Tender for *Preventive Maintenance of Distribution Transformer Centre in Dombivali*
Division of , Kalyan Zone.

Estimated cost : Approx. Rs. 20 Lakhs
E.M.D. Rs. 20000 /- (Rs. Twenty Thousands only)

UNDERTAKING

I / we hereby undertake to abide by the following condition of the Tender: That the EMD deposited against the above mentioned tender shall be liable for forfeiture in full, if either:-

- 1) I / we withdraw my / our tender before the company finalized the decision of acceptance the tender.
- 2) In case my / our tender is accepted by the company and I / we fail to pay the P.B.G. / Security Deposit as per Tender conditions against this tender within stipulated period.

Place :

Signature of Tenderer

Date:

LETTER TO THE EXECUTIVE ENGINEER

To,

Executive Engineer, , Kalyan Circle -I
Maharashtra State Electricity Distribution Co. Ltd.,
Opp Gharda colony Plot no 31, MIDC Ph-II Dombivali E
Dist-Thane Pin-421203

Dear Sir,

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

I/We hereby agree to keep this offer open for 60 days after the returnable date of the Tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

DATE:

Name & Address of the Tenderer.

Seal and Signature of the Tenderer.

Price Bid

Preventive <i>Maintenance of Distribution Transformer Centre</i> in Dombivali Division of , Kalyan Zone as per Schedule A, B & C EE/DOMB/PMDTC/T-03/2024-25	
Description	% Rate to be quoted
Charges including consumables item as per Annexure D towards Preventative <i>Maintenance of Distribution Transformer Centre</i> for the activities & estimated quantities given in Annexure “E”	

1. While quoting the rates the bidder should refer Annexure E for minimum & total estimated quantity.
2. The estimated quantities are taken from division offices as per location-wise survey.
3. The rates quoted should be inclusive of consumable items as per Annexure-D.
4. The major material will be provided by MSEDCL. If not provided by MSEDCL, agency to procure and use in such instances, the cost of such material procured by Agency shall be reimbursed as per prevailing cost data of MSEDCL subject prior approval and certification of Executive Engineer Dombivali Division for utilization of Major material in Preventive Maintenance.
5. The cost of transportation of material will be reimbursed by MSEDCL on the cost of major material, as per Annexure-C, as per prevailing cost data, at a rate of 4% on material supplied by agency and at a rate of 1% for material supplied by MSEDCL and towards crediting of old material to store, subject prior approval and certification of Executive Engineer Dombivali Division for utilization of Major material in Preventive Maintenance.
6. Old / Damaged cables / materials removed from site shall be credited to Divisional Stores by the Agency and shall be certified by AEE Division office.
7. Applicable rate of G.S.T. _____%(as per notification published).

Seal and Signature of the Tenderer.

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Fixing Al. strips at DTC upto 315 kVA	PM.DTC.031	Number	9954	1		null

Required Documents (To be uploaded online)				
--	--	--	--	--

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	As per SBD	Price Section	Fixing Al. strips at DTC upto 315	As per SBD
2	As per SBD	Technical Section	Fixing Al. strips at DTC upto 315	As per SBD
3	As per SBD	Commercial Section		As per SBD