

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		11-06-2024 01:02:26
Tender Code	EE/SNGR/T-06/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.	
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

e-TENDER NO. EE/SNGR/T-06/2024-25

Tender for: - Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.

Estimated Tender cost : Rs. 10.00 Lakhs.

Earnest money deposit : Rs. 10,000/-

Cost of e-Tender Form : Rs. 1180/- (Rs. 1000/-+ Rs. 18% GST) non-refundable

Period of Sale : From 04.04.24 to 11.04.24 UPTO 23.55 Hrs

Last Date of Submission : 11.04.2024 up to 23.55 hrs.

Pre Bid Meeting : 08.04.2024 at 15.00 hrs.

Date of opening of Technical bid : 12.04.2024 at 10.00 hrs. (if Possible)

Date of opening of commercial bid : 18.04.2024 at 11.00 hrs. (if Possible)

Executive Engineer,
MSEDCL, SNGR, Sangamner

E- Tender Notice

E- Tenders are invited by the undersigned in the prescribed form through e-Tendering process from reputed, experienced, eligible licensed Electrical contractors who have registered under e Tendering process, for the following work under Sangamner Division.

For more details, log on to MSEDCL official website <http://works.mahadiscom.in/eTender/etender> or contact to The Add.Exe. Engineer -90285550001, or on email-eesangamnerr@gmail.com Cost of Tender form is Rs. 1180/- (Rs. 1000/- + Rs. 1800/- (18% GST) non-refundable

TENDER No.	Particular of work	Estimated Cost of Tender	EMD Amount
EE/SNGR/T-06/2024-25	Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.	Rs. 10.00 Lakh	Rs. 10,000/-

Period of Sale: From 04.04.24 to 11.04.24 up to 23.55 Hrs.

Executive Engineer,
Division, Sangamner

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.



Office of the Executive Engineer
Sangamner Division,

E-mail ID. :
eesangamner@gmail.com

Sangamner Road, Sangamner

Web Site : www.mahadiscom.in

TENDER NO.: **EE/SNGR/T-06/2024-25**

LETTER TO THE TENDERER.

To,
M/s. _____

Dear Sir,

Please, quote your lowest rate for the **Work of** Repairing of 33/11 KV CT & PTs of crossovers & substations **of the Required Specification under the jurisdiction of Sangamner Division in accordance with the tender terms and conditions and the price schedule (Price Bid)** and up load the tender documents duly filled in, signed on each page within due date.

Thanking you,

Yours faithfully,

Executive. Engineer
SNGR, Sangamner

Signature of Tenderer

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED SANGAMNER
DIVISION, SANGAMNER**

TENDER NO.: **EE/SNGR/T-06/2024-25**

INSTRUCTIONS TO THE TENDERER

- 1) The tender offers are invited in two bid System by e-tender method for **Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.** from reputed, eligible licensed Electrical Contractors. They should have under taken the work of the Electricity distribution utilities, MSEDCL etc. and from those who have executed works of similar nature. **The Agency should have its repairing unit within area of Sangamner Division & Shrirampur Division for easily availability of 33/11 KV CT & PTs.**
- 2) **RATE:** The total quantum of work is illustrated in the document. The rate for each item should be quoted in the schedule as specified and in accordance with the remarks / note specified in the schedule. GST will be paid extra at prevailing rates. The statutory variations in GST tax are admissible.
- 3) **Two bid method:** The tender documents should be submitted in two bids.
- 4) **Technical Bid:** This bid will contain the required documents for qualifying the tenderer as mentioned in the tender document.
- 5) **Commercial Bid:** This bid will contain tender price schedule for quoting the rates. The commercial bid will not be opened if tenderer is not fulfilling the qualifying requirements / documents to be submitted in the technical bid.
- 6) **Scope of work:** The contractor will have to supply & install & commission the CT & PTs in Sangamner Division as per the instructions of the concerned EE/S.D.O. after duly testing from testing division (fees for testing will be refunded back after submission of the documentation proof & the material found tested ok) and remove the existing CTs & PTs as applicable. The removed structure / CTs / PTs if any shall be returned to MSEDCL i.e. to respective S/Dn store. The material to be used should be procured from HO approved vendors & as per MSEDCL specifications. The work should be carried out as per the Standard procedure of MSEDCL. **The contractor has to quote the price with the make of the material (CT/PT), details of the manufacturer. The material should be CPRI tested.**
- 7) **Joint venture for this work is not allowed.**
- 8) **The processing Fee: Tender document price and processing fee(Rs.1000 + GST 18%) = Rs. 1180/-**
- 9) **Bid security (Earnest money deposit):**
 1. The contractor will have to pay Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousand only) to this office in the form of cash/ D.D. of any schedule/ Nationalized bank / Bank guarantee drawn in favor of Executive. Engineer, Sangamner Division, Sangamner, of any schedule /Nationalized Bank having branched located in Maharashtra, covering the validity period of the tender, payable at Sangamner. **If EMD is to be paid by DD, same should be deposited in this office & receipt should be obtained before submitting e-Tender and**

scanned copy of the receipt showing the bid is uploaded with the Tender. Tenders without payment of EMD will not be considered. So also the original Bank Guarantee should be submitted to this office on or before the last date of submission of tender. A scanned copy of the BG should be uploaded along with the tender.

2. Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as no responsive.
3. The bid security (EMD) of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity whichever is earlier. The Bidder has to submit application for return of the bid security to this office.
4. The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security Deposit.
5. No interest shall be payable by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD on the above bid security deposit.

10) The bid security may be forfeited if-

(a) If the bidder withdraw its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids or (b) if the bidder does not accept the correction of its bid price, i.e. in case of discrepancy and or difference in the value between the quoted price in number and as expressed in words as a percentage above or below the estimated cost, the value which is most favorable to MSSEDCL for determination of the total bid price of the bidder. (c) 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 **in the case of successful bidder if he fails** 1) to sign the Agreement within the specified time limit, or 2) to furnish the required performance security Deposit.

- 11) **Bid Validity:** Bids shall remain valid for a period of 180 days from the due date of Bid submission.
- 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. Alternative proposals shall not be considered.

14) Format and Signing of Bid:

- a) The bid document 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 EMD 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 as below. -
- 16) **Technical Bid:** In this bid the bidders has to submit the bid form and the documents required to fulfill the qualifying requirements and complete tender document duly signed.

Qualifying requirements -

- a. Requisite amount of EMD paid details/scanned copy of the BG/ Receipt as stated in cl. No. 9.
- b. Valid Electrical contractor license issued under IE act If Not applicable such undertaking has to be submitted.
- c. The bidder should have a cumulative turnover during the last THREE financial years which is at least equivalent 30% of the total Estimated Cost of the work taken together during FY 22-23, FY 21-22 & FY 20-21 for which the bidder should submit the certificate from Chartered Accountant only. The zerox copies of the profit & loss statements will not be considered for this purpose.
- d. **Experience:** The Bidder should have executed similar nature of work in any of the MSEDCL offices during last three financial years i.e. FY 22-23, FY 21-22 & FY 20-21 out of which the bidder should have executed either
 - i) One work order / contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
 - ii) Two work orders / contracts (denotes executed only) together equivalent to at least 25% of the estimated cost of the tender or
 - iii) Three work orders / contracts (denotes executed only) together equivalent to at least 30% of the estimated cost of the tender. To prove the experience, the certificate for satisfactory completion of the work issued by the authority not below the rank of Executive Engineer consisting of
 - iv) 1) Experience certificate, 2).work order / LOA number 3) Scope and value of the work completed etc. shall be submitted in the technical bid.
- e. GST Registration Certificate.
- f. Registration under PF.
- g. Document showing the legal status of the agency / contractor ‘
- h. PAN Card of company / proprietor
- i. Shop Act/ SSI as applicable
- j. Last 3 years IT returns.
- K. Employee Insurance policy (National Insurance Ltd)
- L. Valid Electrical Supervisor license issued under IE act If Not applicable such undertaking has to be submitted.
- M. **Networth:** - Bidders’ Net worth should be positive of the estimated cost of the works during the last year (2022-23) and it should be certified by C.A.

17) The additional documents to be submitted in technical bid not to be considered as a qualification.

- a) As per the head office circular you will have to obtain insurance policy from the insurance company approved by Director of Insurance, Govt. Of Maharashtra for workmen to be engaged for this work. The address of the insurance company is given below...

National Insurance Company Ltd, Kavita Commercial complex, Opp.
Vasant Market, Canada Corner, Sangamner 422005.

If the bidder has not submitted the insurance policy along with the bid, MSEDCL shall recover 1% amount of the contract value and deposit the same with the Directorate Of Insurance if the contract is awarded....

- 18) **Commercial bid:** Offer including SNCR/Bid schedule & other relevant information in accordance with the requirement of the bid document.
- 19) **Deadline for Submission of Bids:** a) Bid must be uploaded successfully on the Employer website specified above up to the schedule date and time.
- 20) **PRE-BID MEETING:** The pre-bid meeting will be conducted at this office as an if required.
- 21) **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.
- 22) **Opening of BID:** a) The Employer will open electronically as per the procedure of E-tendering the Bid no.1 Technical of the bids in the presence (electronically on network or web site) of the bidder's representatives who choose to attend the scheduled time.
b) The Employer will examine the documents under Bid no.1 (Technical) of the bid in accordance with the requirements with the bid documents. If any of the documents under Bid no.1 (Technical) is found to be not complying with the requirement of the bid documents, the bid will be considered as non-responsive and the **Commercial bid of the corresponding bidder will not be opened for further evaluation.**
- 23) **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.
- 24) **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. 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 above Clause.
- 25) **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.
- 26) **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.
- 27) **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

EE/SNGR/T-06/2024/25
determined to be eligible in accordance with the requirement. **The order may be given to two or more agencies as only if two or more technically qualified bidders quote the same rates.**

28) 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.

29) 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 pay the security deposit @ 5% of contract value in cash or by Demand Draft issued by Nationalized/Scheduled Bank or in the form Bank Guarantee drawn from any Nationalized / schedule Bank valid for the period covering the execution period + guarantee period, within 10 days after receipt of the letter of award / order.
- 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 as stated above and signing of Agreement.
- d) The successful Bidder shall execute contract agreement as per the proforma attached.

30) Performance Security: a) Within 14 calendar days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security as stated in above clause. Failure of the successful bidder to comply with the requirements as above shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security (EMD). Performance security will be refunded after expiry of guarantee period of the work.

31) Guarantee Period:-The work to be executed against this tender as a whole shall be guaranteed for trouble free service for the period of Twelve months from the date of commissioning & 18 Month from date of Repairing, Any failure and further repairs required during the guarantee period shall be attended by the contractor free of charge including transport and other charges within stipulated time to be given by the Executive Engineer and concerned Addl./ Dy.Executive Engineers of S/Dn divisions
Sanga
under mner RURAL Division which will be mutually agreed and recorded, failing which penalty as per MSEDCL rule will be charged. The concern Add.EE/AE.Filter Shall intimate to the contractor regarding failure within guarantee period in 24 hours from the time of declaration as failed.

32) 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.

33) All corrections and insertions should be initiated by the tenderer.

- 34) Tenders who do not fulfill any or all the conditions or are found incomplete in any respect are liable for rejection.
- 35) If any extra item is required while execution of the work other than those mentioned in the activity schedule, the contractor should get the same approved and get the rates fixed for the extra item/s before utilization from The Executive Engineer, Sangamner Division.
- 36) The undersigned reserve the right to accept or reject any part or all tender without assigning any reasons. Further the undersigned reserve the right to bifurcate the tender orders and work to more than one contractor.
- 37). The Scrap Material During Repair Has to be handed over to the Division Store.**
These instructions to Tenderer shall also form part of the contract.

Seal & Signature of Tenderer

Executive. Engineer
MSDCL SNGR, Sangamner

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED SANGAMNER
DIVISION, SANGAMNER**

TENDER NO.: **EE/SNGR/T-06/2024-25.**

GENERAL TERMS & CONDITIONS

- 1) The original tender booklet can be down loaded from e-tender website.
- 2) All works shall be measured by the standard measurements and according to the rules and regulations and as per the standard procedure used in MSEDCL and as specified in the tender document.
- 3) **The contractor has to complete the work within Seven days form the date of receipt of the intimation for Repairing of the (CT/PT) from concern Add.EE Division.**
- 4) If it is found that quality of work as well as performance is unsatisfactory the contract is liable for termination at any stage without giving any notice and at the entire risk of contractor. In such case the action deemed fit will be taken in addition to the forfeiture of the security deposit.
- 5) The contractor should not entrust the work on sub contract, transfer or assign the contract or any part thereof to third party, in case if it is not followed, it will be treated as breach of contract and will be terminated at contractor's risk and cost.
- 6) The Contractor should have his workman, tools and tackles required to carryout the job. The workers employed for the job should be well conversant with the work. In case of any accident to contractor's workers or outsiders the total responsibility lies with the contractor if it occurs during the execution of work. Further in case of any accidents, MSEDCL would not take any responsibility of any legal action & any expenditure / compensation thereof. And its complete responsibility lies on contractors only. The contractor is advised to have insurance policy of sufficient amount to that effect.
- 7) In case of the damages / Loss to the MSEDCL's property / any others property during the execution of the work an appropriate cost of the same will be recovered from the contractor.
- 8) In case work is not fully carried out by the contractor the MSEDCL will get work done through some other agencies and the difference in amount of work executed plus 15 % supervision charges will be recovered from the contractor's bill / security deposit.

9) Penalty:

- a. **The work at each location should be completed within seven days after intimation to the contractor by concerned Add.EE. Else the penalty at the rate of 1/2% per delayed day maximum up to 10% of the amount of work at that location will be charged and deducted from bills.**
- b. **So, also in case any Govt. authority / CGRF / IGRC penalizes MSEDCL, levies penalty / fine on account of non-compliance of SOP with respect to the work at a location and due to non-execution of this work, the same penalty, fine shall be applicable to the agency and will be deducted from any bills/ any pending claims with MSEDCL.**

10) The contract or any part thereof shall not be changed without the prior permission from accepting authority.

11) The Contractor shall be responsible for and shall pay all compensation to his Workman payable under the workman compensation Act 1923 (VII of 1923) (herein after called the said Act for injuries caused to workmen.) The company (MSEDCL) will not accept any liability in this regard.

The contractor shall comply with all the laws and statutory regulations dealing with employment of labour such as payment as per minimum wages Act in force, The workman compensation Act. 1923. The contractor labour (Regulation and abolition) Act 1970, the employee liability Act 1938, the Industrial Dispute Act 1947, the maturity benefit Acts 1961 etc. in the employment of this labour and obtain license, wherever required and maintain all the required and prescribed records in this connection. And will be responsible for any matter whatsoever with Govt. Judicial authorities. The Contractor shall be directly responsible for payment of wages to their workmen.

12) Submission of Bills & Payment Terms

A. After completion of the work the agency has to submit the bills to this respective division office within Seven days of work completion. The authorized representative of the MSEDCL shall take measurement for works completed and same will be binding on the contractor. If required, the contractor representative can join the MSEDCL representative while taking the measurements. The concerned AE.Filter/Add.EE shall record the measurements in the measurement book.

B. After receipt of the bills to the respective Sub division office and after recording of the measurements in ERP system, the AE.Filter/Add.EE will forward the duly certified bills to this office along with the sign of the concern Addl./ Dy. Executive Engineer for effecting the payment. The payment will be effected within reasonable period after ensuring the correctness of work as per MSEDCL rules as per the availability of funds. No interest or penalty will be payable by MSEDCL due to any delay for payment of bills. All payment due to the Contractor shall be paid only by 'Account Payee" cheque.

C. Work is to be measured as per standard procedure laid down by MSEDCL.

D. The payment will be effected after completion of the work satisfactorily at each location.

13) All the materials supplied by the contractor should be of Standard specification & make approved by MSEDCL & should be Purchased from MSEDCL Approved Vendor.

14) The material should be got inspected from concerned **Add.EE & got tested from EE testing** or his representative before **commencing** the work.

15) The income tax at the prevailing rates will be deducted from the bills. Penalty where ever applicable, expenses incurred by the MSEDCL on behalf of the contractor, Any other sum due by contractor to the MSEDCL on other A/c whatsoever, any recoveries as advised in office procedure will be deducted from the bills.

16) Any amount(s) due on account of damages or 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. If any particular contract will be deducted by the MSEDCL, from any amount due or becoming due to the contractor under same or any other contract.

- 17) 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.

18) RESERVESTIONS AND RIGHTS:

- a) All the works under this contract shall be subjected to Maharashtra State Electricity Distributions Co. Ltd. General Conditions of Contract for supply & 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.

19) 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 immediately after intimation from our section officer/s or SDO and has to carry out the Works in accordance with the program issued to him by work executing officer

time to time so that SOP will be observed.

20) 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.

21) Arbitration.

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

- i. Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights & liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY of any certificate to which the contractor may claim to be entitled to, or if the S.E. fails to make a decision (within 120 days) then 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 & other matters shall not be included in the reference.
 - a. The arbitration proceedings shall be assumed to have commenced from the day, a written & valid demand for arbitration is received by the Board / company.
 - b. The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents & the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

c. The Board / Company shall submit a statement & counter claims, if any within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

d. No new claim shall be added during the proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

e. If the contractor(s) does/ do not prefer his / their specific and final claims in writing, within period of 90 days of receiving the intimation from the Company, that the final bill is ready for payment, he / they will be deemed to have waived his / their claims(s) & the Board / Company shall be discharged & released of all liabilities under the contract in respect of these claims.

22) Obligation during pendency of Arbitration:

Work under the contract shall unless otherwise directed by the Engineer, continue during the arbitration proceeding, & no payment due or payable by the M.S.E.D.C. Ltd.

/ Company shall be with held on account of such proceedings, provided, however it shall be open for Arbitral Tribunal to consider & decide whether or not such work should be continued during arbitration proceedings.

- a. In case where the total value of all claims in question added together does not exceed Rs. 1.00 crore (Rs. One crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the S.E. of the Board / Company or serving or retired officer of the Board / Company / Government not below the grade of S.E. or equivalent nominated by the Chairman of the Board / Company in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written & valid demand for arbitration is received by the Board / Company.
- b. In cases the value of the claim exceeds Rs. 1.00 crore (Rs. One crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. Govt. not below the grade of S.E. / A.O. as the Arbitrators. For this purpose, the Board / Company will send a panel of more than 3 names of arbitrators of one or more department of the Board / Company / Govt. to the contractor who will be asked contractor's nominee. The Chairman shall appoint at least

one of them as the contractor's nominee & will also appoint the balance number of arbitrators either from the panel or from outside the panel duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts Department.

- c. If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his / their office / offices or is / are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the Chairman shall appoint new arbitrator's to act in his / their place in the same manner in which the earlier arbitrator's had been appointed. Such reconstituted Tribunal, may as its discretion proceeds with the reference from the stage at which it was left by the previous arbitrators (s).
- d. The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- e. While appointing arbitrator(s) as above, due care shall be taken that he they is /are not the one / those who had as opportunity to deal with the

matters to which the contract relates or who in the course of his / their duties as Board / Company's servant(s) expressed views on all or any of the matters under dispute or difference. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his their duties expressed views on all or any of the matters under dispute.

- f. Arbitral award shall state item wise, the sum & reasons upon which it is based.
 - g. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award & interpretation of specific point of award to tribunal within 30 days of receipt of the award.
 - h. A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
 - i. In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
 - j. Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
 - k. The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Board / Company from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore, shall not exceed Rs.2000/- per sitting subject to a maximum of Rs.25000/- & the fess payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs.2000/- per sitting subject to a maximum of Rs.50000/-. Provided further that the arbitrators who are in service of Govt. / Maharashtra State Electricity Distribution Company Ltd. shall draw fees at half of the rates mentioned above.
 - l. M.S.E.D.C. Ltd. / Company shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
 - m. The arbitral proceedings should be completed & the award be finalized within one year from the date of appointment of arbitrators.
 - n. Subject to the provisions as aforesaid, Arbitration & Conciliation Act 1996 & the rules there under, & any statutory notification thereof shall apply to the arbitration proceedings under this clause.
- 23) The jurisdiction of this contract is subject to Sangamner District court only.

Executive Engineer
MSEDCL SNGR, Sangamner

Seal & Signature of Tenderer

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY
LIMITED SANGAMNER DIVISION, SANGAMNER**

TENDER NO.: **EE/SNGR/T-06/2024-25**

TENDER for: -Work Repairing of 33/11 KV CT & PTs of crossovers & substations of
Required Specification under the jurisdiction of Sangamner Division.

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

Sr. No. No	Form Number	Description
1	Form " A"	Bid Form
2	Form " B"	Contract Agreement
3	Form C	Bid security (EMD)
4	Form D	Letter of acceptance

(ON BIDDER'S LETTER HEAD)

TENDER NO.: **EE/SNGR/T-06/2024-25**

Tender for: - Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.

To,
The Executive Engineer
MSDCL, Sangamner Division,
Sangamner -422001

Sir,

I/We the undersigned have carefully examined and understood the bid documents.

I/We hereby agree to execute the work for "**Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division**" as stated in the bid / tender documents and in accordance with the conditions of the contract and as per the contract value mentioned in the commercial bid.

This bid and your written acceptance shall be applicable if the contract is awarded. I/we understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof.

I/we further agree to sign an agreement to abide by the General Conditions of Contract and Carry out all works according to specific clauses if the contract is awarded.

I/we, agree to keep this Bid open for acceptance for 180 days from the date of submission of bid and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day -----

Yours faithfully,

Address:

Seal and signature of the tenderer

CONTRACT AGREEMENTTENDER NO.: **EE/SNGR/T-06/2024-25**

Tender for: - Work Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.
(To be executed on Rs.200/- non-judicial stamp paper)

THIS AGREEMENT made the ____ day of _____ 2023 Between (The Executive. Engineer, MAHARASHTRA STATE DISTRIBUTION COMPANY LIMITED, Sangamner Division Sangamner of (Maharashtra State, India) (hereinafter "the Employer" on the one part and M/s. _____ (Name of contractor) of (city and Country of Contractor) (Hereinafter "the Contractor") on the other part.

WHEREAS the Employer is desirous that certain Contracts should be executed by the Contractor, viz, "**Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner RURAL**

Division. _____, " as defined in the bid documents and has accepted a bid by the Contractor for the execution of the Contract in the sum of Rs. _____ in words (Rs. _____ only) (Hereinafter "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meanings as are Respectively assigned to them in the Conditions of Contract referred to. The tender document shall be deemed to form and be read and construed as part of this Agreement, viz.

a) Section/ document I, II, III of Bid document.EE/SNGR/T-06/2024-25

b) Employer's Letter of Acceptance.

2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the Contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3) The Employer hereby convenience to pay the Contractor in consideration of the Execution of the Contract and the remedying of defects therein, the Contract Price of such other sum as may become payable under the provisions of the Contract at the times in the manner prescribed by the Contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the agency

M/S _____

Executive. Engineer
MSDCL, SNGR,
Sangamner

Signature of Tenderer

Witness

1)
2)

Witness

1)
2)

BID SECURITY (EMD) BANK GUARANTEE

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

WHEREAS M/s _____ (hereinafter called "the Contractor")

has undertaken, in pursuance of Contract No. **EE/SNGR/T-06/2024-25** for "**Work of**

Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required

Specification under the jurisdiction of Sangamner Division.

KNOW ALL

MEN by these presents that We (_____ Name of Bank) having our

registered office at _____ (hereafter called " the Bank") are bound

to _____ Maharashtra State

Electricity Distribution Company Limited, Maharashtra State, India (hereinafter called "

the Employer") in the sum of _____ for which payment well and truly

to be made to the said Employer the Bank binds himself, his successors and assigns by

these presents.

SEALED with the common seal of the said Bank this _____ day of _____

THE CONDITIONS of this obligation are....

a) If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid.

b) If the bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity and fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders If required or if the bidder does not accept the correction of his bid price pursuant to Clause mentioned in the document or

c) Fails or refuses to furnish the performance Security, in accordance with the instructions 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 for 180 days after the dead line for bid validity as per clause no. 8 of the instructions to Bidders or as the Employer may extend it, notice of which extension to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

SIGNATURE OF AUTHORISED
SIGNATORY AND SEAL OF THE BANK:

Name of Bank

Address

Date

WITNESS: (Signature)

Name and Address

Letter of Acceptance (On Employer's Letter head)
By Regd. Post A/D

Contract No. **EE/SNGR/T-06/2024-25**

Date:

To,

Sir,

This is to notify you that your bid dated _____ for "**Work of Repairing of 33/11 KV CT & PTs of crossovers & substations of the Required Specification under the jurisdiction of Sangamner Division.**" for the rates quoted in the Bid document (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us

You are advised to submit performance security and sign a contract agreement within 10 days from the date of receipt of this letter.

You are hereby instructed to proceed with the work in accordance with the terms and conditions of the Contract documents.

Yours faithfully,

Signature

Name

Title

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMP LTD,SANGAMNER RURAL DN.

Schedule Rate FOR REPAIRING OF 33/11 CT/PT AT VARIOUS LOCATIONS UNDER SANGAMNER DN.

EE/SNGR/T-06/2024-25

Sr.no	Particulars	Unit	Capacity wise Rates			
			Rates for 11 CT repairs,	Rates for 33 CT repairs,	Rates for 11 PT repairs,	Rates for 33 PT repairs,
1	Dismantling of complete 11KV CT unit cleaning of all parts , reassembling, brazing, soldering , drying , sleaving etc . Including painting & testing of CT unit.	LS.	400	500	500	800
2	Rewinding of primary & secondary coils of CT unit using SE Copper wire of appropriate guag,(Dully for single Ct Unit-All type ratio)	1 core	2000	3000	3000	4500
		2 core	3000	3200	4000	5500
		3 core	3200	3200	NA	NA
3	Damaged Coil Should be Replaced By New copper coil.	Kg.	530	530	530	530
4	Insulation Material	Kg.	200	200	200	200
5	Core bolt with insulation	NO.	10	10	10	10
6	H.V.Bushing					
	a) Sub Station type	NO.	1500	1650	1000	2000
	b) Metering type Outside S/strn.	NO.	225	550	350	550
7	H.V.Terminal bolt with cap 4 nuts & washers.	set	350	450	350	500
8	Brass nut & blts of various sizes.	NO.	35	40	35	40
9	Secondary Terminal	NO.	60	60	60	60
10	Extra Lamination	Kg.	300	350	300	350
11	M.S.Hardware	Kg.	95	95	95	95
12	Oil level indicator glass	NO.	75	75	75	75
13	Transformer Oil.	Ltr	110	110	110	110
14	Transformer Oil,(Oil Supplied by MSEDCL)	Ltr				
		Total	12090	14020	10615	15320

Scrap material needs to be handed over to the Division Store.

1 Billing will be done as per actual Usage of material.

Executive Engineer,
MSEDCL,Sangamner
Dn.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMP LTD,SANGAMNER RURAL DN.**Schedule Rate FOR REPAIRING OF 33/11 CT/PT AT VARIOUS LOCATIONS UNDER SANGAMNER R DN.**

Schedule :-EE/SNGR/T-06/2024-25

Sr.no	Particulars	Unit	Capacity wise Rates			
			Rates for 11 CT repairs,	Rates for 33 CT repairs,	Rates for 11 PT repairs,	Rates for 33 PT repairs,
1	Dismantalling of complete 11KV CT unit cleaning of all parts , reassembling, brazing, soldering , drying , sleaving etc . Including painting & testing of CT unit.	LS.	400	500	500	800
2	Rewinding of primary & secondary coils of CT unit using SE Copper wire of appropriate guag,(Dully for single Ct Unit-All type ratio)	1 core	2000	3000	3000	4500
		2 core	3000	3200	4000	5500
		3 core	3200	3200	NA	NA
3	Damaged Coil Should be Replaced By New copper coil.	Kg.	530	530	530	530
4	Insulation Material	Kg.	200	200	200	200
5	Core bolt with insulation	NO.	10	10	10	10
6	H.V.Bushing					
	a) Sub Station type	NO.	1500	1650	1000	2000
	b) Metering type Outside S/stn.	NO.	225	550	350	550
7	H.V.Terminal bolt with cap 4 nuts & washers.	set	350	450	350	500
8	Brass nut & blts of various sizes.	NO.	35	40	35	40
9	Secondary Terminal	NO.	60	60	60	60
10	Extra Lamination	Kg.	300	350	300	350
11	M.S.Hardware	Kg.	95	95	95	95
12	Oil level indicator glass	NO.	75	75	75	75
13	Transformer Oil.	Ltr	110	110	110	110
14	Transformer Oil,(Oil Supplied by MSEDCL)	Ltr				

Scrap material needs to be handed over to the Division Store.

1 **Billing will be done as per actual Usage of material.**

**Executive Engineer,
MSEDCL,Sangamner
Dn.**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, Sangamner Division.

PRICE SCHEDULE FORMAT

Tender No. EE/SNGR/T-06/2024-25

Repairing of failed 33/11 KV CT/PT At various S/St Under various S/Dn of Sangamner Dn.

Sr. No.	Description of Activity	Unit	Qty.	cost in Rs. per unit	Cost of tender	Grand Total considering QTY & after loading the percentage rates in `
				Total Cost `		
4	Repairing of failed 33/11 KV CT/PT At various S/St Under various S/Dn of Sangamner R Dn	Nos	1.00	10.00 Lakh	10.00 Lakh	10.00 Lakh
	Total					10.00 Lakh

1 The taxes chargeable .i.e GST to Employer will be paid extra as per the rates given below against documentary evidence at actuals,

Rates to be quoted (accepted) by Contractor

I/We hereby offer to complete the above described work at the rates given below excluding the cost of GST

Sr. no.	Total Contract value in Rs. Excluding Taxes	Percentage rates to be quoted by the contractor			Total contract price after loading the percentage rates in Rs.
		At par	Percentage below	Percentage Above	
1	10.00 lakh				10.00 lakh

Signature of Tenderer

Date / / 2024

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Transformer Repair BreakDown Service	PM.BREAK.T RREP	Activity unit	9954	1		null

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