

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		23-09-2024 11:04:59
Tender Code	EE/UDG/TS/T-30/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport)	
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	AE Purchase , 7875223346	
Pre-Qualifying Req	Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport)	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Technical	
Office Type	DIVISION	
Location Type	Udgir Division	
Designation	Assistant Engineer(Distribution)	
Pre-Bid Meeting Address	udgir	
Bid Opening Address	Udgir	
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	23-09-2024 11:05	
Tender Sale End Date	27-09-2024 11:00	
Bid Start Date	23-09-2024 11:10	
Bid End Date	27-09-2024 12:00	
Pre-Bid Meeting Date	25-09-2024 11:00	

Techno-Commercial Bid opening on	27-09-2024 12:05
Price Bid opening on	27-09-2024 13:00
Annexure C1 Opening Date	NA
Winner Selection Date	30-09-2024 11:00
Can Bidder Opt EMD Exemption	N

**UDGIR DIVISION UDGIR****Tender No: - EE/UDG/TS/T-30/2024-25**

**TENDER FOR:-** Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport)

<b>Estimated cost</b>	:	Rs. 10.00 Lakh
<b>Amount of E.M.D.</b>	:	1% of Tender cost i.e.Rs10000/-
<b>Time limit for work involved</b>	:	<b>Upto exhaust of order value</b>
<b>Period of Sale of tender</b>	:	<b>From 11.00 hrs of 23.09.2024to 27.09.2024</b>
<b>Last Date of submission</b>	:	<b>27.09.2024 up to 12:00 Hrs</b>
<b>Date of opening Technical bid</b>	:	<b>27.09.2024 @13:00 Hrs. (if possible or next day)</b>
<b>Date of opening Commercial bid :</b>		after scrutiny

**COST OF TENDER DOCUMENTS : Rs 1000/- (Exc GST)**



**Office of the Executive Engineer**  
OLD POWER HOUSE, Udgir – 413517

(P) 02385 252768, (O) 256009, Fax- 02385 258055, e-mail: [eeudgir@mahadiscom.in](mailto:eeudgir@mahadiscom.in)

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To,

Dear Tenderer,

Please quote the lowest & fair rates for Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport) in the Annexure "C" attached herewith. Tenders in any other form or on the letter heads willnot be acceptable.

INDEX OF TENDER DOCUMENTS

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- |                                   |              |
|-----------------------------------|--------------|
| 1) Tender Notice & Tender details | : Annexure A |
| 2) Instructions to Bidders        | : Annexure B |
| 3) General Terms & Conditions     | : Annexure D |
| 4) Sample Forms                   |              |

**EXECUTIVE ENGINEER**  
**MSEDCL, Udgir Division, Udgir**

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SEAL AND SIGNATURE OF TENDERER

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.**  
**MSEDCL, UDGIR DIVISION UDGIR**

**Annexure A**

**E-TENDER NOTICE**

The Executive Engineer Udgir Division, Udgir on behalf of MSEDCL invites Tender through e-tendering EE/UDG/TS/T-30/2024-25 for Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport) limited to 10.00 lakhs. The tender document will be available on website **From 11.00 hrs of 23.09.2024 to 27.09.2024** the date of submission of tender is 27.09.2024 upto 12:00 hrs. For details please visit our website <http://works.mahadiscom.in/eTender/etender>.

**SPECIAL INSTRUCTION TO BIDDERS**

1. Your offer should be submitted in two bid formats on internet.
2. You should have to pay Tender Booklet cost (non-refundable) of Rs.1000/ + GST online only. Scan copies of MSEDCL's cash receipts or B.G against EMD should be up loaded on web site & the original DD /or B.G. should be submitted to the office before opening of Technical Bid.
3. DD should be drawn in favour of "**MSEDCLtd**".
4. **Technical bid** should contain only documents mentioned in Tender.
5. **Commercial Bid** should contain Rates offered in given Tender format only.
6. After receipt of full documents /certificate as required in **Technical bid** then only **Commercial Bid** will be opened. Tenders will not be accepted without payment of E.M.D. For any further qualifying conditions & information regarding tender the bidder may contact to the undersigned before opening of tender.  
**Undersigned reserves right to reject any or all the bids without assigning any reason thereof.**

For any queries please contact Executive Engineer Udgir Division Udgir.

Before opening of technical bid, the bidder must submit original DD/ BG / cash receipt of EMD to this office without fail. Otherwise proposal will be treated as unresponsive.

Bid only in electronic format will be accepted. No hard copy of bid will be accepted.

While up loading commercial bid on our web site Technical bid & Commercial bid should be up loaded separately. In commercial bid only price bid pages duly filled, signed & stamped should be up loaded.

It is not necessary to upload all tender booklet on web site.

**Work involves following activities**

Work of to & fro Transportation of equipments, scrap and material from various location of outside Udgir Division to Udgir Division store or to anywhere in Udgir Division area

Executive Engineer  
MSEDCL, Udgir Division, Udgir

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**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.**  
**MSEDCL, UDGIR DIVISION UDGIR**

**ANNEXURE B**  
**INSTRUCTION TO TENDERER**

- 1) The estimated cost of this contract is as shown in annexure "A". The tender must be accompanied by EMD. No other mode of payment will be considered. The tenderer should apply for refund of E.M.D. paid by him immediately after expiry of 90 days period from the date of opening of tenders, failing which E.M.D. paid by him is likely to be forfeited. Same is also possible in following cases.
  - a) If the tenderer fails to pay security deposit of 10 % of the contract value.
  - b) If the tender offer is withdrawn before the tenderer received formal intimation as to the decision taken in regard to this tender.
  - c) If the successful tender refused to sign and complete the contract documents and agreement and further execute the contract.
- 2) The tender shall be valid for a period of **90 days** from the date of opening. MSEDCL reserves the right to forfeit the EMD money in case the tender is withdrawn by the tenderer after opening but before the expiry of 90 days prescribed validity period or in the event of refusal to accept the order for work or if he refuses to pay prescribed Security Deposit as per Clause „3”.
- 3) Performance Security:

The successful tender will have to **deposit 10% of the** contract value as Security Deposit by Demand Draft or in form of B.G. within stipulated time from the date acceptance of the tender. The same will be refunded after successful execution of work. Failure to pay the security deposit would result into the forfeiture of earnest money deposit.
- 4) Agreement :

After payment of security deposit you will have to execute and written agreement with MSEDCL, Ltd on the prescribed standard form as per MSEDCL"s Rule on Stamp

Paper of **Rs. 100/- in token** of acceptance of work order. The required stamp fee for completing the agreement shall have to borne by the contractor.
- 5) While submitting the tender, the schedule should be strictly in the form given in the tender only.
- 6) The tenderer is requested to go through the tender documents carefully and if he has any doubt of the meaning of any of the clause of the specifications of schedules, he should seek clarification in writing from the Executive Engineer, MSEDCL, Ltd. Udgir Division Udgir before submitting the tender duly filled in.
- 7) The tenderer should also be deemed to have acquainted himself with the site conditions which he has to come across while executing the works. No extra payment or charges will be admissible on any grounds.
- 8) While submitting the tender, all details must be clearly filled in and the rate should be quoted in enclosed proforma of rates in figures as well as in words. Scratching and correction, if any, should be attested.

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- 9) **The competent authority does not bind himself to accept the lowest rates & also reserve the right to accept or reject any or all tenders without assigning any reason whatsoever.**
- 10) The tender which does not fulfill any of the above condition and is incomplete in any respect is liable to be summarily rejected.
- 11) Any conditional rates will not be accepted.
- 12) Your offer should be submitted in two bid formats only.
- 13) Without payment of Tender Booklet cost your offer will not be considered.
- 14) The rates to be quoted in ANNEXURE "C" should be inclusive of all other taxes, excluding GST.
- 15) Bidder shall submit separate bid for each lot for which he wish to bid. For all bid bidder has to submit each offer separately with all relevant documents, bid document fee, EMD etc.
- 16) Before opening of technical bid, the bidder must submit original DD/ BG against EMD to this office without fail. Without receipt of this bid proposal will be treated as irresponsible.
- 17) Bid only in electronic format will be accepted. No hard copy of bid will be accepted.
- 18) While up loading commercial bid on our web site Technical bid & Commercial bid should be up loaded separately. In commercial bid only price bid page duly filled, signed & stamped should be up loaded. It is not necessary to upload all tender booklet on web site.
- 19) Request for sending bid documents by Post will not be entertained.
- 20) No extension of bid due date, shall be considered on account of delay in respect of bid documents or its clarification regarding any discrepancy
- 21) Bid Documents are non-transferable. Bidder must buy the Bid Document in their own name and submit the Bid directly. Bid received from bidders, in whose name the Bid Document has been purchased, only shall be considered.
- 22) Maharashtra State Electricity Distribution Co. Ltd. reserves the right to cancel or to withdraw the Bid, without assigning any reason thereof.
- 23) Alternative Bids will not be considered
- 24) **All bid documents should be sealed & digitally signed by the bidder**

**Note: Joint venture**

The JV agreement should register with Notary/ Applicable legal statute.

**The contractor has to submit the following documents in Technical bid**

- 1) Valid Electrical License
- 2) Copy of the valid Shop Act Registration (On-Line Only)
- 3) Attested copy of document defining the constitution of legal status, place of registration & principal Place of business/Company/Agency
- 4) Valid Labour License ( On Line Only)
- 5) Solvency certificate valid for current year of the amount equal to 50% of estimated cost From Scheduled / Nationalized bank.
- 6) GST registration certificate.
- 7) Experience certificate amounting 20% of Single order 25% of Two orders and 30% of Three orders of Tender cost issued by competent authority for executed similar type of work in any Govt./Semi.Govt. / MSEDCL during last three year compulsory as a prime contractors.
- 8) The Bidder should possess a valid Transport Contractor"s license issued by the Government of Maharashtra Authority under the Act.
- 9) The agency should have valid labour license & P.F. code from the authority concern.
- 10) copies of DD / Cash receipt of Scan EMD / online paid details.

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- 8) The agency should have a prior experience in related field since last 3 year
- 9) The bidder should have a average turnover during the last three financial years (i.e.FY 21-22,22-23,23-24) equivalent to 30 % the Estimated Cost of the Works.
- 10) Last 3 years IT Return certificate must along with balance sheet and P&L account.
- 11) Insurance policy of Labour compulsory.
- 12) Professional Tax Registration & Returns for last one year
- 13) Registration Certificate of Vehicle, RTO Tax paid Receipt, Vehicle Insurance Certificate, Valid Driving License, Valid PUC Certificate, Valid Goods Carriage Permit, vehicle fitness certificate.

Note- 1) In order to be eligible for award of more than one Contract, bidder who submits bids for two or more contracts will be required to demonstrate that his Solvency & Experience is at least equivalent to the sum of the Estimated Costs of the Works for all Contracts taken together. But if bidder doesn't have sufficient solvency, experience to qualify all bids then the Employer will have the right to award only that contract (or those contracts, if more than one) for which the bidder qualifies.

**Commercial bid** should contain your rates only.

**After receipt of full documents / certificates as required in Technical bid then only Commercial bid will be considered & will be opened.**

Executive Engineer  
MSEDCL, Udgir Division, Udgir

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.**  
**MSEDCL, UDGIR DIVISION UDGIR**

**“ANNEXURE – D”**

General Terms & Conditions

1. Conditional tenders will be rejected out rightly & earnest money is likely to be for forfeited.
2. Tenderer is requested to go through the tender documents carefully & if there are any doubts regarding the meaning of any clause of the tender or of the specification, he should contact the undersigned & get it clarified in writing before tenderizing. If any point is raised after tendering or during the contract period, the verdict of the undersigned thereof will be final & binding on the contractor.
3. The interpretation of the undersigned on any matter or decision on any disputable points will be final and binding on the contractor.
4. Tenderers should sign “Sample Form D ” token of having read & accepted the all tender conditions. They should also fill in all details as asked in tender & should be submitted while tendering.
5. The tender documents are not transferable.
6. Other terms & conditions if any will be incorporated in the detailed order at the time of order.
7. The contractor will have to execute the works as per directive given by Executive Engineer Udgir Division or concern SDO or AE Filter/Store.
8. The MSEDCL reserves the right to add/omit any term/terms found necessary for the work or to cancel the full order without assigning any reason.
9. **Right to accept or reject the bid :**
  - i. The employer reserves the right to accept or reject any or all bids and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidders or bidders on the grounds for the employers action.
  - ii. The employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection.
  - iii. The employer reserves the right to split up the order, if in its opinion felt necessary in the interest of the MSEDCL.

**10. Period of Contract**

The contract period is upto exhaust of order value or March 19 whichever is earlier. However the same shall be reviewed after 1 month and it will be optional for MSEDCL to terminate the contract in case of unsatisfactory service by the Agency.

**11. Legal :**

- i. Agency shall bear the entire responsibility and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Contract Labour Act 1970, etc. and day other relevant regulations, as the case may be.
- ii. Agency shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encasement, etc. as per statutory provisions.

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- iii. Necessary payment and liabilities shall be the responsibility of Agency irrespective of payment received from M.S.E.D.C.L., or otherwise.
- iv. All taxes and dues payable to government and or local authorities in respect of these work shall be the responsibility of Agency and the Agency will have to indemnify M.S.E.D.C.L., against liabilities on account of such levies or taxes.
- v. In the event, Agency is not in a position to complete the contract or any part of contract for any reason whatsoever, M.S.E.D.C.L., will make ultimate arrangement to complete the work at the cost, risk and responsibility of Agency, together with a fine of Rs. 2000/- each time. Contract will be automatically terminated after 3 rd such event. The decision of competent authority will final & binding to all.

**12.** 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 contract, shall be referred by the contractor to the E.E. and the E.E. shall after receipt of the contractor"s representation make and notify decisions of all matters referred to by the contractor in writing. The decision of E.E. Udgir Division Udgir will be final & binding to all.

**13. Rate :**

The rate should cover all statutory non-statutory levies, taxes, etc. In case any taxes and levies are required to be paid directly by MSEDCL., the same will be debited from Agency bill for making necessary payment by MSEDCL.,

The rates are to be mentioned in format annexure "C" only.

MSEDCL will pay the charges for base weight of 2.0 MT if load is not available

**14. Guarantee :**

All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of Agency, MSEDCL., will be entitled to terminate the contract at risk and cost of Agency. Further necessary legal course of action, as deemed fit, will be taken for recovery of MSEDCL., dues.

**15. Special condition :**

- i. The changes required by MSEDCL., during the contractual period will have to be implemented by the Agency free of cost.
- ii. The contractor shall provide additional employee, as per our requirement, at any time, on the same terms and conditions of the contract where this Office has a requirement.

**16. Termination of contract :-**The contract can be terminated at any time if the theft / loss of materials/damages is detected/reported by the operating Officer. Similarly if the work/ conduct report of contractor is found adverse and if any of contract conditions is violated by the contractor, the contract can be terminated at any moment and fresh contract shall be placed at the risk and cost of the contractor.

**17. Jurisdiction:** - The disputes / differences arising out of this contract shall be subjected to the jurisdiction of Udgir Court.

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**18. Accident :-**

- i) The contractor shall be solely responsible for safety of their persons. No any compensation will be paid by Company in case of any fatal/nonfatal, electrical/mechanical accident. The contractor shall also be solely responsible for equipment, material in the vehicle.
- ii) In case any accident/mal operation of any nature occurs during work, detail report about the same shall be given immediately to the Engineer incharge

**19. Insurance :-**

The contractor shall undertake the insurance of all his persons during the entire period of contract or extended period of the same if necessary.

**20. Responsibility of any loss of or damage to Company"s property:-**

The contractor should take all precautions to ensure that no damage is caused to any equipment of the Company due to any action of his persons. He shall be solely responsible for cost and consequence for damage to any equipment and shall make good any pay for the loss sustained by the Company.

**21. Observance of statutory rules:-**

All the statutory provisions of various acts and rules of the central and state Governments will be applicable to this contract e.g. minimum wages act 1948, child Labour act and regulation employees Liability Act 1938. Workmen compensation Act 1923, L.D. Act 1947 Indian Factories Act 1948, Acts of Income Tax, Service Tax, Works contract Tax etc, and any other acts in force and as amended from time to time. The contractor/ society of apprentices will comply with the provisions of all the above acts, rules and regulations and will be solely responsible for the observance of the provisions in the above acts/ rules and regulations.

**22. Stationery / postage:-**

The printed stationery such as log sheets, printed registered etc, will be supplied by the Company.

**23. Penalty :-**

The penalty of Rs.500/- shall be levied for violation of any conditions stated above, on cash count. OR @ 1% per delayed day against the time of work order will be deducted from your Bill, if the work is not completed in time subject to a maximum of 10% of the value of the work order.

**24. Repairs and maintenance :-**

The Company shall not be responsible for any repairs of your transport vehicle.

**25. Security deposit :-**

The Agency will have to pay Security Deposit in cash or D.D. or B.G. amounting to **10% of the Contract** value within 14 days time from the date of receipt of the L.O.A.

**26. The persons sponsored by the Agency shall maintain good moral character and decent behavior with all concerned and consumers.**

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**27. ADDENDUM / CORRIGENDUM**

- i. Addendum / corrigendum to the tender document may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the contract terms.
  - ii. The Addendum / corrigendum if necessary will be issued in triplicate to each person or organization to whom a set of tender documents has been issued. Each recipient will retain one copy of each addendum / corrigendum and submit two copies along with this tender. All Addendum /Corrigendum issued shall become part of tender documents. All the works under this tender would be subject to M. S. E.D.C"s General Conditions of contract for work as stipulated in the booklet.
- 28.** You will have to furnish solvency certificate in the prescribed form approved by the Company for the full period of contract extended if any. The amount of solvency certificate shall be 50 % of the contract value of any schedule Bank.
- 29.** Dispute: - If any dispute arises the decision of the undersigned will be final and binding on you.
- 30.** Rates to be quoted should be in figures as well as in words also.
- 31.** Standard terms and conditions of works contract of M.S.E.D.C will be applicable for this contract.
- 32.** It will be presumed that the bidder has gone through all the terms and conditions and understood it fully. In case if there are some doubts, the same should be got clarified by this office during the office hours on any working day before submission of the bid.
- 33.** The contract or part there of shall not be sublet.
- 34.** Your rates should be valid up to the completion of order to full amount.
- 35.** Any dispute between contractor and Engineer in charge will be settled by Executive Engineer, Udgir Division Udgir and his decision will be final & binding.
- 36.** If the contract is awarded income tax (plus surcharge applicable) will be recovered as per rule from the contractor"s bill
- 37.** In case of failure in execution of any of the work order, the same will be got done through other agencies even at higher rates and the difference in amount shall be recovered from your bills or any other means available.

**38. 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.

**39. Clarification of Bids.**

To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the Activity Schedules. The request for clarification and the response shall be in writing or by cable, but no change in price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

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**40. Payment**

**i.** Payment will be made as per availability of funds from corporate office. **ii.** Payment will be made by RTGS only.

The payment will be made by E.E., Udgir Division Udgir after submission of bill in triplicate & duly recorded in ERP by concerned incharge / A.E.(F.U) & certified by concerned SDO / Addl. Ex. Engineer ( M ) subject to availability of funds.

**41. The contractor/agency/firm shall obtain the Insurance policy (CAR/TCE/EAR insurance) in respect of contract works awarded by MSEDCL as principle &**

**Workmen"s compensation insurance in respect of workmen deployed to complete the contractwork from the insurance company approved by Director of Insurance, Govt. of Maharashtra. Otherwise 1% amount of the contract value shall be recovered from the contractor & will be deposited with Director of Insurance, Govt. of Maharashtra. as per Circular No IR/Ins/9623/13.04.2012**

**41.**All question, disputes or differences arising out of under or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of respected Udgir Court.

Executive Engineer  
MSEDCL, Udgir Division, Udgir

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**SAMPLE FORM - A****BID SECURITY (EMD) BANK GUARANTEE**

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

WHEREAS, (Name of bidder) (herein called "the Bidder") has submitted his bid dated \_\_\_\_\_ for the Contract No. Dated under \_\_\_\_\_ -Division.(Hereinafter called "the Bid").

NOW ALL MEN by these presents that We \_\_\_\_\_ (name of bank) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound to Maharashtra State Electricity Dist. Co. Ltd. Maharashtra State, India (hereinafter called "**the Employer**") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_ day of \_\_\_

2017. THE CONDITIONS of this obligation are:

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

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

This Guarantee will remain in force up to and including the date 30 days after the deadline for bid validity as per clause of the tender or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF AUTHORISED SIGNATORY \_\_\_\_\_

Name and Designation:

Seal of Bank

Bank Address:

WITNESS: (Signature)

Name & address:

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**SAMPLE FORM - B**

**CONTRACT AGREEMENT**

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

This agreement made at .....on the date of .....between M.S.E.D.C.L & M/s

.....herein called the contractor which expression shall unless excluded by or repugnant to the context include its successors or permitted to assigns of the part and the MAHARASTRA STATE DISTRIBUTION COMPANY LIMITED hereinafter called the "M.S.E.D.C..Ltd." which expression shall unless excluded by or repugnant the context include its successors and assign of the other part.

Whereas the M.S.E.D.C. Ltd, Udgir Division invited tenders according to the power held by him as per rules for works of..... (work details) in accordance with the plants and specification annexed thereto and WHEREAS the said tender was accepted by the M.S.E.D.C. Ltd. under the work order No. .... Dtd ..... placed with the said Contractor on the terms and conditions specified in the tender aforesaid work letter of the M.S.E.D.C. Ltd. and on the conditions of the contract as specified in the tender and in the Booklet viz "Tender and Contract for Works" of the M.S.E.D.C. Ltd. attached with the tender.

Now this agreement witnesses and it is hereby agreed and declared as under:

- 1) In consideration of the value of the contract vizRs..... only placed with contractor on the terms and condition specified in the contract, the contractor hereby convents with the M.S.E.D.C. Ltd. that he shall and will duly provide and execute the work and shall do and perform all other works and things in this contract in mentioned and described or which are implied there from or may reasonably be necessary for the completion of the said work within and at the same time and in the manner and subject to the terms, conditions and stipulations contained in this contract and the M.S.E.D.C. Ltd. shall pay to the contractor all the sums of money as and when they may becomes due and payable under the provisions of this contract.

- 2) The contractor shall undertake the works of .....

(work detail) mentioned and described in the contract as per specifications and tender accepted vide Work Order No..... Dated .....and will complete the same in stipulated period in accordance with plans and specifications and conditions annexed.

- 3) The contractor shall complete the work as per the terms and conditions specified in the M.S.E.D.C. Ltd. Work Order No..... Dt ..... and terms and conditions specified in the Booklet viz. "Tender and Contract for Works" attached with the tender.
- 4) The contract shall indemnify the M.S.E.D.C. Ltd. for all claim for injury caused to any person whether workman or not while in upon the works or the site and the M.S.E.D.C. Ltd. shall not be bound to defend any claim brought under the Workman"s Compensation Act and the Contractor shall be liable for all such claims.
- 5) The M.S.E.D.C. Ltd. aforesaid letter along with tender submitted by the contractor along with plans and specifications and contactor"s acceptance and the Booklet viz. "Tender and Contract for Works" of the M.S.E.D.C. Ltd. shall be deemed to be the part of this contract. The said papers as listed below are signed by ..... for any on behalf of the M.S.E.D.C. Ltd. for the purpose of identification and annexed herewith as Schedule.

1.....

2.....

3.....

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature.

Signed & delivered by

Shri ..... Duly constituted attorney for.

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

**[1.To be executed on Rs.100 non-judicial stamp paper purchased in the name of issuing Bank. 2. This Guarantee shall be valid until the date of issue of the Completion Certificate.] To**

The Executive Engineer, MSEDCL,  
UDGIR DIVISION UDGIR.

WHEREAS M/s ----- (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated

for \_\_\_\_\_ work, as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by Scheduled / Nationalized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee) (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which maybe made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid upto& including date \_\_\_\_\_ . SIGNATURE**

OFAUTHORISED SIGNATORY AND SEAL OF THE BANK: Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF THE SURETY HAS EXECUTED THIS DEED IN PRESENCE OF WITNESS:

(Signature)

Name and Address :

**SAMPLE FORM - D**

**Self Declaration**

**(On Bidder"s Letter head)**

I have under gone through all the contents of Tender form and agree with all the terms and conditions mentioned thereof.

Signature

Name & designation

Date:

Name of Co.

Place:

Address

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SAMPLE FORM - E**REGISTERED/ NOTARIZED JOINT VENTURE AGREEMENT****(On Non Judicial Stamp Paper of Rs.100/- value)**

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE MEMBER ALONGWITH MEMBER-INCHARGE FOR EXECUTION OF PROJECT No.

\_\_\_\_\_ in \_\_\_\_\_ State.

This DEED OF UNDERTAKING executed this \_\_\_\_ day of \_\_\_\_\_ Two THOUSAND \_\_\_\_\_ by \_\_\_\_\_ having its Registered office at \_\_\_\_\_ (hereinafter called the Member which expression shall include its successors, administrators, executors and permitted assigns) and M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Member-in charge which expression shall include its successors, administrators, executors and permitted assigns)) in favor of The E.E, Maharashtra State Electricity Distribution Company Ltd, Circle Office, Udgir (hereinafter called the Employer).

WHEREAS the Employer invited Bids as per its BID No. \_\_\_\_\_ AND whereas the bid documents stipulate that bidding is open to the Bidder who possesses the requisite eligibility and experience as per instructions to Bidders Clause No2 & 3 (including Sub-Clauses), Section-1 of Volume-1 forming part of the bid documents. AND WHEREAS the instructions to Bidders forming part of the Conditions of Contract inter-alia stipulate that the Joint Venture Bidder along with its Member must fulfil individually the qualifying requirements and be jointly and severally bound unto and responsible for the successful performance of the Contract in the event the Bid is accepted by the Employer resulting in a "Contract". AND WHEREAS M/s. \_\_\_\_\_ has submitted the Joint venture proposal to the Employer vide No. \_\_\_ dated \_\_\_\_ on behalf to the joint venture member as per enclosed Power of Attorney signed by legally authorized signatories of both the Members. NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the Award of contract by the Employer to the Member-In charge, I the Member of the Joint Venture do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd, Circle Office, Udgir. for the successful implementation and performance of the characteristics as specified in the Contract to the satisfaction of the Employer.

In case of any breach of the Contract committed by the Member-In charge, I the member do hereby undertake, declare and confirm that I shall be fully responsible for successful performance of the Contract and undertake to carry out all the obligations and responsibilities under the Contract in order to discharge the obligations of the Member-In charge stipulated in the Contract.

2. Further, if the Employer suffers any loss or damage on account of any breach of the Contract, I the Member and the Member-In charge jointly and severally undertake to promptly indemnify and pay such loss or damages to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Member-In charge under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to proceed against

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Member before proceeding against the Member-In charge nor any extension of time or any relaxation by the Employer to the Member-in charge shall prejudice any rights of Employer under this Deed of Joint Venture Agreement against the Member/Member-In charge.

3. Without in anyway affecting the generality and total responsibility in terms of this Deed, the Member hereby agrees to depute their technical experts from time to time to the Member/Member-In charge/Employer’s project site (s) as mutually considered necessary by the Employer/Member-In charge and the Member to ensure proper design, manufacture, erection, testing and successful performance of the equipment under the said Contract in accordance with Contract specifications and if necessary the Member shall advise the Member-In charge suitable measures to discharge the obligations under Contract.

4. The Financial liability of the Members to Employer with respect to any and all claims arising out of the performance or non-performance of the obligations set forth in this Deed read in conjunction with the relevant provisions of the Contract, shall, however, be limited to the extent of 115% value of the entire scope of work of the Member as identified in the Contract. This is, however, without prejudice to various financial liabilities and obligations of the Member-In charge in terms of the Contract and this Deed.

5. The Member-In-charge has been authorized to incur liabilities and receive instructions for and on behalf of the member. Payment shall be made exclusively to the Member In-charge.

6. This Deed shall be construed and interpreted in accordance with the laws of India and the Courts in Udgircity shall have exclusive jurisdiction in all matters arising under this Agreement.

7. I, the Member and the Member-In charge agree that this Agreement shall be irrevocable and shall be an integral part of the Contract and further agree that this agreement shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it. It shall become operative from the Starting date of the Contract.

8. We, the Member and the Member-In charge will be fully responsible for the quality of all Equipment/Components manufactured/supplied and erected and if necessary, their repairs or replacement for successful completion/performance of “The Works” in terms of the Contract.

IN WITNESS WHEREOF, the Member and the Member-In charge through their Authorised Representatives, have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above.

For M/s. \_\_\_\_\_ (First Member)

(Signature of Authorised Representative)

1)Witness Name \_\_\_\_\_

2)SignatureDesigation\_\_\_\_\_

3)Common Seal of the Company \_\_\_\_\_

4)Name and address the Company\_\_\_\_\_

(Official Address)

FOR M/s. \_\_\_\_\_ (Member-In charge)

(Signature of Authorised Representative)

1)Witness name:\_\_\_\_\_

2. Signature Designation \_\_\_\_\_

3Common Seal of the Company

4 Name & address of company\_\_\_\_\_

Other Terms & condition of tender remain unchanged.

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**SAMPLE FORM - F**  
**FORM OF POWER OF ATTORNEY FOR Joint Venture/CONSORTIUM**  
**(On Non –Judicial Stamp Paper of Appropriate value to be Purchased in the Name of Joint**  
**Venture/CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed a **Joint Venture/CONSORTIUM** and having our Registered Office (s)/Head Office (s) at .....(hereinafter called the '**Joint Venture/Consortium**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a company/Electrical Contractor incorporated under the laws of .....and having its Registered/Head Office at .....as our duly constituted lawful Attorney ( hereinafter called "Lead Member ") to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to bid document No.....for supply..... for which bids have been invited by the Owner namely (DISCOM), to undertake the following acts :

1. To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Owner on behalf of the "**Joint Venture/Consortium**".
2. To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the "**Joint Venture/Consortium**".
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the "**Joint Venture/Consortium**".
5. To submit the contract performance security in the form of an

unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead Member shall ensure performance of the contracts (s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the Members.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect or liability period in terms of the contract.

The **Joint Venture/CONSORTIUM** hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the **Joint Venture/CONSORTIUM** by

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virtue of this Power of Attorney and the same shall bind the **Joint Venture/CONSORTIUM** as if done by itself.

IN WITNESS THEREOF the Members Constituting the **Joint Venture/CONSORTIUM** as aforesaid have executed these presents on this ..... day of ..... under the Common Seal (s) of their Companies

for and on behalf of  
the Members of **Joint Venture/CONSORTIUM**

- 1. ....
- 2. ....
- 3. ....
- 4. ....

The Common Seal of the above Members of the **Joint Venture/CONSORTIUM** :  
The Common Seal has been affixed there unto in the presence of :

**WITNESS**

- 1 Signature .....
- Name .....
- Designation .....
- Occupation .....
- 2 Signature .....
- Name .....
- Designation .....
- Occupation .....

**18** SEAL AND SIGNATURE OF TENDERER

Tender No. :EE/UDG/TS/T-30/2024-25

Work contract for To & fro Transportation of failed /repaired transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur FU or to anywhere in Udgir Division area (agency Transport)

Name of work :

Tender issued by : Executive Engineer,  
O&M. Division, MSEDCL, Udgir

Tenderer : M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tender Fee Rs. : 1000/- Only

Paid On Line : No.\_\_\_\_\_ Dated: \_\_\_\_\_

Particulars of Earnest Money : Amount of E.M.D. RS. 10000/-  
Deposited. Receipt No. \_\_\_\_\_ Date\_\_\_\_\_

DATED SIGNATURE WITH SEAL OF  
THE CONTRACTOR

**SAMPLE FORM****TENDER NO. EE/UDG/TS/T-30/2024-25**

## Contractor's Personal Information.

S.N.	Particular	To be filled by the tenderer
1	Name of the bidder	
2	Address of the bidder	
3	Telephone- Office	
4	Fax- office	
5	E-mail	
6	Contact person	
7	Constitution of firm	
8	Full name of proprietor who is authorized to sign the tender documents and agreement bonds Full address	
9	EMD paid details B.G. /DD No. & Date	
10	Transport vehicle Registration	
11	Copy Of Solvency Certificate	
12	Value of Orders executed in past three financial years for specific & general Experience.	
13	Performance certificate with order copies	
14	Copy Of PAN Card & IT return (Assessment year16-17,17-18, 18-19 with P&L and Balance sheet)	
15	GST Registration Certificate No.	
16	GST Registration Certificate No.	
17	PF Registration No.	

NOTE : Please attach certified true copies of all registration/approval.

Instruction: This information is required to be filled by tenderer and submitted along with tender documents. No point should be kept blank. If this information is not given along with the tender documents then it will be presumed that the information submitted by tenderer is incomplete and price bid will not be opened.

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**ANNEXURE**

## QUESTIONNAIRE TO E- TENDER

Please note that you must fill up this forms don't mention enclosed or attached copy etc.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Fill up the blank</b>
1	Transport vehicle registration no	
2	Earnest Money Deposit: E.M.D. paid vides BG / DD No. & Date	
3	Type of Concern: Whether the unit is Proprietary / Partnership/ Private Ltd. or Limited Company. Please furnish the documentary evidence for the same.	
4	Specific & General experience of past three years.	
5	Performance Certificate: Please enclose the performance certificate in respect of above mentioned Specific & General experience from M.S.E.D.Co.Ltd. Offices / other power utilities for the similar work executed in past three years, from officer not below the rank of Executive Engineer.	
6	Validity of offer: Offer is valid for 90 days from the date of E-tender Opening.	
7	Income Tax Clearance Certificate: Please enclose past three years Clearance Certificate / I.T. Returns submitted and attested Copy of PAN Card along with balance sheet and P&L account for last three years	
	i) GST Registration Certificate No.	
8	ii) P.F. Registration No.	
	iii) Shop Act Registration No. (Please furnish the copies of the above certificates)	
9	Solvency certificate equivalent of the 50% of estimated tender cost from Nationalized / Schedule Bank.	
10	Whether agree to pay the required amount of Security Deposit as per Clause conditions of contract	
11	Whether agree to pay liquidated damages for delay as per Clause conditions of contract	
12	Valid Driving Licenanse	
13	Valid PUC Certificate	
14	Valid Goods carried permit	
15	Vehicle Insurance	

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**GENERAL**

1. Rates are inclusive of all other Taxes, excluding GST.
2. T & P will not be provided by Company.
3. The total amount of Order is limited to Rs. 10.00 Lakhs.
4. The Order is valid up to 12 months from LOA or completion of Order amount whichever is earlier.
5. The work should be started within 24 Hrs from receipt of written intimation through telegram/personal messenger If the activities is delayed more than 48 Hrs., you will be liable to pay penalty at ½% per week up to maximum of 10% on the value of Order.
6. You will be responsible for any accident either fatal or non-fatal occurred to you or your Labours during the course of work the compensation arising due to these is to be borne by you at your rise cost & responsibility.
7. All Labour engage should be insure for life/disability before start of work necessary Shutdown should be obtained from concerned Engineer-in-charge & confirm that working Spot is dead electrically.
8. The work should be carried out as per the directives from E.E. or the Representative Deputed by him.
9. All disputed or difference in connection with this contract shall be subject up to the Exclusive Jurisdiction of Udgir Court.
10. All other Terms & Conditions of Supply & works contracts as per Company G.O.II ( delegation of powers) as amended from time to time will also be applicable this Order.
11. Income Tax will be deducted as per existing rule.
12. The undersigned reserves the right to terminate this Contract at any time or stage without assigning any reason thereof.
13. Any damages to the Company"s property during the course of Execution of work will be recovered from you.
14. The Company will not supply the fuel i.e. Diesel/Petrol & repair of the vehicle will not be carried out by MSEDCL.
15. Diary of movement of the vehicle should be maintained & shall be got signed by the officer in charge after each movement.
16. The comprehensive insurance should be done for executing the order.
17. All formalities in respect of R.T.O. regarding registration of vehicle, payment of taxes, road permit tourist permit etc. and all other liabilities as per Govt. rules prevailing during the course of time period of the contract will be the responsibility of owner.
18. Driver deployed by contractor for the hired vehicle shall be sufficient experience to drive on road safely & posses necessary driving license
19. Company shall not be responsible for driver liabilities such as accident, compensation, wages, accommodation & other facilities if any.

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TENDERER



**Maharashtra State Electricity Distribution Co. Ltd.**  
**Executive Engineer,(O & M) Udgir Division.**  
Price Bid

A) Tender No. : **EE/UDG/TS/T-30/2024-25**

Name of Work : Work contract for To & fro Transportation of failed/repared transformers at F.U Chakur from location from outside Udgir Division(TF Repair agency) to Chakur/Udgir Division FU or to anywhere in Udgir Division area (agency Transport)

	Work of to & fro Transportation of transformers from various location of outside Udgir Division FU to Udgir Division FU	Rate Per MT	Amount in Rs.
1	0 to 50 Km	Rate Per MT Per KM	29
2	51 to 100 Km	Rate Per MT Per KM	27
3	101 to 200 Km	Rate Per MT Per KM	23
4	201 and Above	Rate Per MT Per KM	19.8
5	Waiting Charges	Per Day	700
6	3 Ph 50 KVA DIST.t/F.	Per No.	70
7	3 Ph 63 KVA Dist.T/F.	Per No.	70
8	3 Ph 100 KVA Dist.T/F.	Per No.	80
9	3 Ph 25KVA Dist.T/F.	Per No.	50
10	3 Ph 200 KVA Dist.T/F.	Per No.	150
11	3 Ph 300 /315 KVA Dist.T/F.	Per No.	200
12	3 Ph 500 KVA Dist.T/F.	Per No.	400
13	1 Ph 15/25 KVA Dist.T/f.	Per No.	50

Quote rates .....% AT Par/below/abv of SR

Executive Engineer,  
MSEDCL, Udgir Division, Udgir

# LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401810 Transportation	ADM 021	Days	996791	1		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	as per pb	Price Section	40401810 Transportation	as per pb
2	7) Experience certificate amounting 20% of Single order 25% of Two orders and 30% of Three orders of	Technical Section	40401810 Transportation	7) Experience certificate amounting 20% of Single order 25% of Two orders and 30% of Three orders of Tender cost issued by competent authority for executed similar type of work in any Govt./Semi.Govt.
3	1) Valid Electrical License 2) Copy of the valid Shop Act Registration (On-Line Only) 3) Attested	Technical Section	40401810 Transportation	1) Valid Electrical License 2) Copy of the valid Shop Act Registration (On-Line Only) 3) Attested copy of document defining the constitution of legal status, place of registration & principal Place
4	13) Registration Certificate of Vehicle, RTO Tax paid Receipt, Vehicle Insurance Certificate, Valid	Commercial Section		13) Registration Certificate of Vehicle, RTO Tax paid Receipt, Vehicle Insurance Certificate, Valid Driving License, Valid PUC Certificate, Valid Goods Carriage Permit, vehicle fitness certificate.
5	10) Last 3 years IT Return certificate must along with balance sheet and P&L account. 11) Insuranc	Commercial Section		10) Last 3 years IT Return certificate must along with balance sheet and P&L account. 11) Insurance policy of Labour compulsory. 12) Professional Tax Registration & Returns for last one year
6	5) Solvency certificate valid for current year of the amount equal to 50% of estimated cost From Sch	Commercial Section		5) Solvency certificate valid for current year of the amount equal to 50% of estimated cost From Scheduled / Nationalized bank. 6) GST registration certificate.
7	1) copies of DD / Cash receipt of Scan EMD / online paid details. 8) The agency should have a prior	Commercial Section		1) copies of DD / Cash receipt of Scan EMD / online paid details. 8) The agency should have a prior experience in related field since last 3 year 9) The bidder should have a average turnover durin