

| Tender Details | | 16-01-2024 06:33:13 |
|---|---|---------------------|
| Tender Code | EE/KED/T-24/2023-24 | |
| Tender Type | Works Tender | |
| Type Of Bid | Two Bid | |
| Description | Contract for transportation, loading & unloading of companies line material from various MSEDCL stores/sites under Kedgaon Division | |
| Estimated Cost (In Lakhs) | 20 | |
| Basis of prices | NA | |
| Tender Validity | NA | |
| Delivery Requirement (In Months) | NA | |
| Tender on rate contract basis | NO | |
| Tender Fee (In INR) | 2500 | |
| GST In INR (@18% on Tender Fee: SAC No. | 450 | |
| Total Tender Fee Amount including GST in INR. | 2950 | |
| Contact | AEE Kedgaon , 7875768147 ,eekedgaon@gmail.com | |
| Pre-Qualifying Req | as per tender | |
| Budget Type | Revenue | |
| Scheme Code | NA | |
| Scheme Name | NA | |
| Department | Distribution Department | |
| Office Type | DIVISION | |
| Location Type | Pune Kedgaon Division | |
| Designation | Additional Executive Engineer(Distribution) | |
| Pre-Bid Meeting Address | 33/11 kV Kedgaon substation Premises, Near Toll Plaza, A/P-Dapodi, Tal Daund Dist-Pune 412203 | |
| Bid Opening Address | 33/11 kV Kedgaon substation Premises, Near Toll Plaza, A/P-Dapodi, Tal Daund Dist-Pune 412203 | |
| 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 | 17-01-2024 10:00 | |
| Tender Sale End Date | 26-01-2024 23:50 | |
| Bid Start Date | 17-01-2024 10:05 | |

| | |
|----------------------------------|------------------|
| Bid End Date | 26-01-2024 23:55 |
| Pre-Bid Meeting Date | 19-01-2024 11:00 |
| Techno-Commercial Bid opening on | 27-01-2024 11:00 |
| Price Bid opening on | 27-01-2024 15:00 |
| Annexure C1 Opening Date | NA |
| Winner Selection Date | 27-01-2024 16:00 |
| Can Bidder Opt EMD Exemption | N |



Maharashtra State Electricity Distribution Co. Ltd.
(A Govt. of Maharashtra Undertaking)
CIN: U40109MH2005SGC153645

Mob no7875768190

E- Mail: eekedgaon@gmail.com

Website: www.mahadiscom.in

Office of Executive Engineer,
 33/11 KV Kedgaon Substation Premises
 Near Toll Naka,A/p Dapodi, Tal-Daund,
 Dist-Pin: 412203

Tender No : - EE/KED/T-24/2023-24

TENDER FOR :-Contract for transportation, loading & unloading of companies line material from various MSEDCL stores/sites under Kedgaon Division

Estimated cost :Rs.20.00Lakh (Rs Twenty lakh)

Amount of E.M.D. :1% of Estimated cost.(To be submitted to the office on or before last date of submission of bid during working hours only.)

Amount of E.M.D. : 1% of Estimated cost.

Time limit for work involved : 06 Months

Period of Sale of tender & time : From 17.01.2024 to 26.01.2024

Last Date of submission 26.01.2024 up to 23.55 Hrs.

Date of opening Technical bid : 27.01.2024 @11.00 Hrs. (if possible)

Date of opening Commercial bid : 27.01.2024 @15.00 Hrs. (if possible)

Cost of Tender document :Rs.2500 + 450 = 2950

(Including GST @18%)



Maharashtra State Electricity Distribution Co. Ltd.
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Website: www.mahadiscom.in

Office of Executive Engineer,

33/11 KV Kedgaon Substation Premises

Near Toll Naka, A/p Dapodi, Tal-Daund,

Dist-Pin: 412203

To,

Dear Bidder,

Please quote the lowest & fair rates for **“Contract for transportation, loading & unloading of companies material from various MSEDCL stores/sites under Kedgaon Division”** in the Annexure “C” attached herewith. Tenders in any other form or on the letter heads will not be acceptable.

INDEX OF TENDER DOCUMENTS

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

EXECUTIVE ENGINEER
KEDGAON DIVISION

Tender Details

| Sr. No | Tender No | Name of work | Approx. Estimated cost |
|--------|---------------------|---|------------------------|
| 1 | EE/KED/T-24/2023-24 | Contract for transportation, loading & unloading of companies material from various MSEDCL stores/sites under Kedgaon Division | Rs.20.00 Lakh |

E.M.D:- 1% of estimated cost.

DETAILS OF CONTRACT:**1. SCOPE OF WORK :**

- A. Bidder/Bidder has to do the work of Transportation of the companies' line material (except PSC poles & Power Transformer) like Distribution transformers, Cable Drums, Conductor Drums, CT/PT unit, Metering cabinets, RSJ poles, Fabricated material, substation equipment ,panels ,Oil Barrels & likewise items utilized etc. from various MSEDCL stores/site to jurisdiction of Kedgaon Division and vice versa.
- B. Successful bidders shall have to do above work from different stores, site within the given time on receipt of order.

2. Commencement of Work :

The Letter of Award and the detailed order shall be issued by Executive Engineer, MSEDCL, O & M Kedgaon Division. The contract shall come into effect from the date of Letter of Award. However, the successful bidder shall start the work from the stipulated date mutually agreed between the Executive Engineer of Kedgaon Division and the Successful bidder. However, this period shall not be more than 15 days from the date of letter of Award.

Conditions for work to be done**Before quoting rates, bidder must carefully read following conditions.**

- A. The agency will have to make the vehicle/s available as per requirement at MSEDCL stores, Kedgaon. (i.e. Preferably for 24 hrs). Also agency will have to provide vehicle quantity as per the requirement of MSEDCL at a time.
- B. MSEDCL representative will accompany vehicle from starting point, who will record start & end KM of vehicle.
- C. General program will be such that, departure will be from Filter unit to Store, site or vice versa. No any halting charges will be given at any site, store, place etc. due to non-availability of material, loading unloading facility or other unforeseen things.
- D. Transportation material will be various line material i.e. Dist T/F, Conductor & Cable drums, Stay sets, energy meters (boxes), Insulators, Hardware, Fabricated material, Switchgear, VCB, CT/PT, Metering Cubicle Dist. Box, AB switch & allied material.
- F. In case of distance from Kedgaon Division to the store from where the material is to be lifted or material is to be delivered is above 250 KM from Kedgaon store (single side) in this situation only one side Charges for transportation will be paid. Confirmation to claim for to and fro if required to be taken from E.E. Kedgaon Division before work with justified reason. The decision of EE Kedgaon Division will be final and binding.
- G. Among bids received, MSEDCL reserve rights to decide rates which are more beneficial to company.
- H. Minimum transport distance will be considered upto 20.0Km only i.e. to & fro 40Km.
- J. Weight receipt for loaded vehicle will be required to produce for weight more than 1.0T (Material weight) for billing purpose.
- K. Decision of Executive Engineer will final & binding upon agencies in any matter regarding work order, Billing Process etc.

L1 matching exercise will be carried out in the interest of company. Decision of the Executive Engineer will be final & binding on bidders regarding this.

INSTRUCTION TO BIDDERS

- Your offer should be submitted in two bid formats through online tendering procedure of MSEDCL.
- **GOODS & SERVICE TAX: -**
Suppliers should give Goods & Service Tax (GST) registration number.
- You should have to pay Tender Booklet cost (non-refundable) of **Rs.2950/- (Including GST@18%)** online system as per MSEDCL procedure 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.
- DD should be drawn in favour of **"MSEDCLtd"**.
- MSME & SSI certificate will not be considered as an option for EMD amount. Bidder has to pay EMD amount in the form of DD/BG/Online/Cash mode only.
- Technical bid should contain only documents mentioned in Tender.
- Commercial Bid should contain Rates offered in given Tender format only. No conditional price bid for any reason will be considered and will be rejected.
- 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 KEDGAON Division, 33/11 KV Kedgaon Substation Premises , Near Toll Naka, A/p Dapodi, Tal-Daund, Dist-Pin: 412203, Email- eekedgaon@gmail.com
- 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 irresponsible.
- 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 booklets on web site.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.KEDGAON DIVISION
ANNEXURE 'B'

INSTRUCTION TO BIDDER

- 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 Bidder 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 Bidder fails to pay **security deposit of 10 %** of the contract value.
 - b) If the tender offer is withdrawn before the Bidder 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 Bidder 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 15 days 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 written agreement on **Stamp Paper of Rs. 1500/-** with M.S.E.D.C. Ltd in the prescribed standard form as per MSEDCL's Rule for 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 Bidder 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. KEDGAON division before submitting the tender duly filled in.
- 7) The Bidder 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.
- 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 schedule "C" should be exclusive of 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 booklets on web site.

The contractor has to submit the following documents in Technical bid

- 1) Valid Govt. transport Contractor's License.
- 2) GST registration certificate & PAN card.
- 3) Scan copies of DD / B.G./Cash receipt of EMD.
- 4) Last 3 year Income Tax return.(FY 20-21,21-22,22-23) and GST Returns of Last Month.
- 5) The Bidder should have experience for the work of transportation of Materials or DTC replacement work under empanelment in MSEDCL as (i) a single order equivalent to at least 20% of the Estimated Cost of the Works, or (ii) two orders equivalent to at least 30% of the Estimated Cost of the Works, or (iii) three orders equivalent to at least 40% of the Estimated Cost of the Works in **MSEDCL** only, during the last three financial years.

Note:-**Work order copies will not be considered as experience.** Bidder should Submit experience letter issued by officer having rank not below Executive Engineer for O& M works executed in MSEDCL Only.

- 6) Registration Certificate for heavy vehicle for transportation of material with T & P in the name of Firm/Owner.
- 7) Details of vehicle available by contractor. Copy of R.C. book, type of vehicle, capacity, vehicle fitness certificate, Insurance of vehicle, goods permit.
- 8) Information of Bank account details for payment through RTGS.
- 9) MSME & SSI certificate will not be considered as an option for EMD amount. Bidder has to pay EMD amount in the form of DD/BG/Online/Cash mode only.
- 10) The tenderer should have average annual turnover during the last three financial years (2020-21, 2021-2022, 2022-2023) which is at least equivalent to the 30 % of the estimated cost of the works for which the bidder should submit the Certificate from the Chartered Accountant only.

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.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.
KEDGAON DIVISION**

“ANNEXURE – D”

General Terms & Conditions

1. Conditional tenders will be rejected out rightly & earnest money is likely to be for forfeited.
2. Bidder 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. Bidders 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 Kedgaon Division or concern SDO's
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 of 12 **Months**. 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 will indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to person or property of persons in the Agency employment.

- ii. Agency shall indemnify MSEDCL, against any liability or damages by way of compensation arising from any accident to person related to or unrelated to agency or MSEDCL.
- iii. 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.
- iv. 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.
- v. Necessary payment and liabilities shall be the responsibility of Agency irrespective of payment received from M.S.E.D.C.L., or otherwise.
- vi. All taxes and dues payable to government and or local authorities in respect of this 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.

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. 1000/- each time**. Contract will be automatically terminated after 3rd 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. Kedgaon Dn. 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 Schedule "C" only.

14. **Taxes:-** GST will be given on tender amount.

15. 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.

16. 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.

17. 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.

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

19. 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 in-charge.

20. 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.

21. 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.

22. 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.

23. Stationery / postage:-

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

24. Penalty :-

The Contractor shall have to start the work within 24 hrs days from the intimation from this office or authorized representative of this office, otherwise Penalty @ **1% per delayed day** or part there subject to a **maximum of 10%** of the value of the work order will be charged.

25. Repairs and maintenance :-

The Company will carry out all the major repair and maintenance of equipment etc.

26. Security deposit :-

The Agency will have to pay Security Deposit in cash or by cheque or D.D. or B.G. amounting to **10 % of the Contract** value within weeks' time from the date of receipt of the order. This deposit will be retained with the M.S.E.D.C.ltd for **12 months** after the completion of the work order. The security deposit shall cover the following guarantee to the Company.

- a. The material supplied by you, are free from all defects in material / workmanship. If any defect is observed that should be rectified at your own cost on reporting to you within guarantee period as above.
- b. The contract performance Security is intended to secure the performance of entire contract.
- c. The performance Security should cover **one year's period from the date of completion of last work**. The Security deposit will be returned to you within 90 days from the date of receipt of your application and receipt of '**No objection certificate**' from concern **Assistant Engineer Filter Unit/ Additional Executive Engineer Kedgaon Division (O)**.

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

28. 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.

29. 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.

30. **Dispute:** - If any dispute arises the decision of the undersigned will be final and binding on you.

31. Rates to be quoted should be in figures as well as in words also.

32. Standard terms and conditions of works contract of M.S.E.D.C will be applicable for this contract.
33. 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.
34. The contract or part there of shall not be sublet.
35. Your rates should be valid up to the completion of order to full amount.
36. Any dispute between contractor and Engineer in charge will be settled by Executive Engineer, KEDGAON Division and his decision will be final & binding.
37. If the contract is awarded income tax & work tax (plus surcharge applicable) will be recovered as per rule from the contractor's R.A. bill.
38. 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.

39. 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.

40. 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.

41. Payment

- i. Payment will be made as per availability of funds from corporate office.
- ii. Payment will be made by account payee cheque only.

42. **Bills submission:** -The bill for the works should be submitted in triplicate duly recorded & certified by **Add. Ex. Engineer (O) & A.E.(Filter Unit)** along with the documents as follows.

1. Service Entry Sheet (SES) with concerned MSEDCL officers.
2. SES should be effected with release code S1 & S2.
3. Gate pass copies should be attached along with RA bill.
4. Submit Details for transportation like Gate pass No, gate pass Date, Name of material transported, quantity of material transported, material starting point of material

transportation & destination of transported material, distance between starting & destination, weight of material transported.

5. Bill/Bills shall be submitted within 3 Months of Completion of work. This office will not be Responsible for complication/Delay due to late submission of Bills.
6. As per GO-II Executive Engineer in charge will execute % **check** for the measurements and that the same work is as per specification, before the R.A. Bill is passed.

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 contract work 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

43. 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 **BARAMATI Court** under Pune Dist.

GENERAL

1. Rates **are exclusive of GST.**
2. T & P will not be provided by Company.
3. The total amount of Order is limited to **Rs.20.00Lakhs.**
4. The Order is valid up to **06 months from LOA** whichever is earlier 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.
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 Depute by him.
9. All disputed or difference in connection with this contract shall be subject up to the Exclusive Jurisdiction of **Baramati Court.**
10. All other Terms & Conditions of Supply & works contracts as per Company G.O.II 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 comprehensive insurance should be done for executing the order.
15. All liabilities as per Govt. rules prevailing during the course of time period of the contract will be the responsibility of owner.
16. Company shall not be responsible for liabilities such as accident, compensation, wages, accommodation & other facilities if any.
17. All other Terms & Conditions of Supply & works contracts as per Company G.O.II as amended from time to time will also be applicable this Order.
18. Income Tax will be deducted as per existing rule.
19. The undersigned reserves the right to terminate this Contract at any time or stage without assigning any reason thereof.
20. Any damages to the Company's property during the course of Execution of work will be recovered from you.
21. The Company will not supply the fuel i.e. Diesel/Petrol & repair of the vehicle will not be carried out by MSEDCL.
22. Diary of movement of the vehicle should be maintained & shall be got signed by the officer in charge after each movement.
23. The comprehensive insurance should be done for executing the order.

24. 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.
25. Driver deployed by contractor for the hired vehicle shall be sufficient experience to drive on road safely & possess necessary driving license
2. Company shall not be responsible for driver liabilities such as accident, compensation, wages, accommodation & other facilities if any.
3. You have to obtain permission from R.T.O. if required for transportation of Line Material.
4. Protection to the equipment and personnel of the Contractor will be his own responsibility.

Conditions of Delivery/ works:

- a) The contractor should have his own man power and T&P required for carrying out the assigned job. The workers employed for the job should be conversant with the work. In case of any accident his worker the total responsibility lies with the contractor.
- b) In case of damage to the MSEDCL's material then appropriate cost of the same will be recovered from the contractor.
- c) All the works shall be carried out as per the specification and as General method approved and adopted by the MSEDCL, all MSEDCL General rules will be binding on you please note.
- d) The work shall be carried as and when allotted by the concerned division. The completion period of ascertained work will be decided by the concerned Executive Engineer.
- e) If any defects observed during the inspection the same is required to be rectified by the contractor at his own cost.
- f) If it is found that quality of works as well as performance is unsatisfactory, the contract is liable for termination without giving any notice. The security deposit paid in cash shall be forfeited. The entire work under this contract would be subject to general conditions of contract for work and terms and condition of contract stipulated therein would be binding on contractor.
- g) You will be totally responsible for the safety of your persons while working and Company will not be responsible for any damage to your vehicle, material/manpower etc.
- h) No accommodation will be provided to you or to your persons by Company.
- i) No T&P/ labour, diesel, oil, Crane or any other relevant equipment will be provided by the Company. Therefore, the same will be arranged by you.
- j) Any type of compensation/damage etc. to your labour or persons due to any accident etc. will have to be paid by you and Company will not be responsible for the same.
- k) All necessary precautions should be taken while carrying out the work. In case of any damage to the MSEDCL's material then appropriate cost of the same will be recovered from the contractor.
- l) Amount/Amounts due on account of damage or transportation delay or default or breach of contract, the right to recover-retain or withheld the same is reserved by the Company. Any type of compensation/damage etc. to your labour or persons due to any accident etc. will have to be paid by you and Company will not be responsible for the same.
- m) The octri charges & escort charges shall be paid by the Permission from the Regional Transport Authority for the transport of heavy & lengthy materials if required has to be arranged by the contractor.

n) The transportation has to be done by the shortest possible route.

o) Vehicles:-Additional Spare additional vehicle should be also provided in case of emergency situation. Vehicle provided must be having passing for heavy vehicles.

- p) All the rules pertaining to the traffic for safety of public should be taken care of by contractor which may include fencing and providing caution notice Boards red lamps etc. Wherever and whenever required.
- q) The work should be strictly carried out as per the M.S.E.D.C. Ltd's standard procedure.
- r) The work should be carried out as per the directives from E.E. or the Representative Depute by him

SAFETY PROVISIONS

1. Adequate precaution shall be taken to prevent danger from electrical equipment. No material on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action, other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding to compromise any claim by any such person.

2. All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate measures to ensure proper use of equipment by those concerned.

3. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid, treatment of all injuries likely to be sustained during the course of the work. Use of hoisting machines and tackle including as attachments, encourage and supports shall conform to the following:

a) These safety provisions shall be brought to the notice of all concerned by display on a notice at Distribution Co. Ltd. at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety provisions shall be named therein by the contractor.

4. To ensure effective reinforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his Representative and the Inspecting Officers.

5. Should any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the contractor to the Engineer-in-charge. The contractor should at all time during excavation of work keep the MSEDCL fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

You will be solely responsible for the safety of your person and company's employees and general public including payments of compensation to be paid in case of any accident of any nature e.g. fatal/Non fatal/electrical/Mechanical etc. You will also be solely responsible for the safety of company's equipment, material, and property on site.

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 _____ Sub-Division. (Hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ (name of bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto Maharashtra State Electricity 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 ____ 2022.

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:

SAMPLE FORM – B**CONTRACT AGREEMENT****(To be executed on Rs.1500/- non-judicial stamp paper)**

This agreement made aton the date ofbetween M.S.E.D.C.L & M/sherein 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, KEDGAON 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 viz. Rs..... 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 construction of (work detail) mentioned and described in the contract as per specifications and tender accepted vide Work Order No..... Datedand 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 alongwith 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
ShriDuly constituted attorney for.

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

[1.To be executed on Rs.200 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, KEDGAON DIVISION.

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 OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank _____

Address _____

Date _____

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

WITNESS:

(Signature)

Name and Address:-

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

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
KEDGAON DIVISION**

TENDER NO. EE/KED/T-24/2023-24

**Annexure I
QUESTIONNAIRE TO TENDER**

| Sr. No. | Particulars | Comments of the tenderer |
|---------|---|--------------------------|
| 1 | Payment of Tender Document cost : Please quote online Money Receipt No.& Date against the tender document cost. | YES/NO |
| 2 | Earnest Money Deposit: Please Quote E.M.D. paid details & Date | YES/NO |
| 3 | Valid Govt. transport Contractor's License. | YES/NO |
| 4 | . Past Performance: Whether you have executed orders for carrying out work of similar nature to any of the MSEDCL offices (Please enclose copies and give details of orders executed) | YES/NO |
| 5 | Last 3 year Income Tax return.(FY20-21,21-22,22-23). | YES/NO |
| 6 | Attested copy of PAN Card | YES/NO |
| 7 | Annual Turn-Over: Please enclose copy duly certified by the CA . | YES/NO |
| 8 | Goods & Service Tax Registration Certificate No. | YES/NO |
| 9 | Whether agree to pay the required amount of Security Deposit as per Condition of Contract . | YES/NO |
| 10 | Registration Certificate for heavy vehicle for transportation of material with T & P in the name of Firm/Owner. | YES/NO |
| 11 | Details of vehicle available by contractor. Copy of R.C. book, type of vehicle, capacity, vehicle fitness certificate, Insurance of vehicle, Goods Permit | YES/NO |
| 12 | Information of Bank account details for payment through RTGS. | YES/NO |
| 13 | Any other information the tenderer may desire to give | YES/NO |

SEAL AND SIGNATURE OF TENDER

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
KEDGAON DIVISION**

TENDER NO. EE/KED/T-24/2023-24

**Annexure II
DETAILS OF WORK EXPERIENCE IF ANY**

| Sr. No. | Name of Work | Name of Company | Amount of work order (Rs. in lacs) | Date of award | Date of completion |
|---------|--------------|-----------------|------------------------------------|---------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |

**Annexure III
LIST OF EQUIPMENTS, TOOLS AND TRANSPORT EQUIPMENTS**

| Sr.No. | Particulars of Equipment | Nos./Specification |
|--------|--------------------------|--------------------|
| | | |

**Annexure IV
MANPOWER DETAILS**

| Sr.No. | Particular | Permanent | Casual | Total |
|--------|---------------------|-----------|--------|-------|
| 1 | Manager | | | |
| 2 | Supervisor | | | |
| 3 | Skilled labour | | | |
| 4 | Semi Skilled labour | | | |
| 5 | Unskilled | | | |
| 6 | Total | | | |

SEAL AND SIGNATURE OF TENDERER

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. KEDGAON DIVISION

TENDER NO.EE/KED/T-24/2023-24

SCHEDULE 'C'

Tender Amount: Rs 20.00 Lakh (Rs Twenty Lakh)

Name of work: - contract for Transportation, Loading & Unloading of companies Line material from various MSEDCL Stores/Sites in Kedgaon Division

| Particulars | Unit | Rates to be quoted by bidder in Rs. | |
|--|----------------------------|-------------------------------------|----------|
| | | In Figure | In Words |
| Transportation of various line material i.e. Dist T/F, Conductor & Cable drums, Stay sets, Insulators, Energy meters, Hardware, Fabricated material, Switchgear, VCB, CT/PT, Metering Cubicle Dist. Box, AB switch & allied material | | | |
| a) Transportation charges | Per M.T. Per Km | | |
| b) Loading Charges. | Per M.T. | | |
| C) Unloading Charges | Per M.T. | | |
| d) Empty Vehicle Rate only one side (Load up to 1MT) | Per KM. | | |

Note:-

1. Rates to be quoted for all the activities.
2. **Rates quoted should be inclusive of Toll & other charges , but Excluding GST as per Govt. rules as per applicable.**
3. Minimum transport distance will be considered up to 20 Km ie to & fro 40 Km.
4. I/ we are ready to work with lowest rates established. **Yes/ No**

I/We have read all the tender documents & became fully conversant with Terms, Conditions, Specifications & site conditions.

Place

Seal & Signature of Bidder

Date

LIST OF SERVICES

| SR. NO. | SERVICE NAME | ACTIVITY NUMBER | UOM | SAC CODE | REQ. QTY | VERSION | MATERIAL TYPE |
|---------|----------------------------|-----------------|------|----------|----------|---------|---------------|
| 1 | 40300310 Transportation | ADM 005 | Days | 996791 | 1000 | | null |

Required Documents (To be uploaded online)

| Sr. No. | NAME | SECTION | ITEM | DESCRIPTION |
|---------|----------------|-----------------------|----------------------------|----------------|
| 1 | price bid | Price Section | 40300310 Transportation | price bid |
| 2 | Technical Bid | Technical Section | 40300310 Transportation | Technical Bid |
| 3 | commercial bid | Commercial Section | | commercial bid |