

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		24-02-2025 02:38:55
Tender Code	EE/BRS/Tech/T-11/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material , PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi/Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi 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	Abasaheb P Mandake , 9029158272 ,divbrs531@gmail.com	
Pre-Qualifying Req	As Per Tender Condition	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Distribution Department	
Office Type	DIVISION	
Location Type	Barsi Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Executive Engineer, MSEDCL, Barshi	
Bid Opening Address	Executive Engineer, MSEDCL, Barshi	
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	25-02-2025 10:00	
Tender Sale End Date	02-03-2025 13:00	
Bid Start Date	25-02-2025 10:05	
Bid End Date	02-03-2025 14:05	
Pre-Bid Meeting Date	28-02-2025 13:05	
Techno-Commercial Bid opening on	03-03-2025 11:05	

Price Bid opening on	03-03-2025 16:05
Annexure C1 Opening Date	NA
Winner Selection Date	03-03-2025 17:05
Can Bidder Opt EMD Exemption	N

MAHARASHTRA STATE ELECT. DIST CO. LTD. O & M BARSHI DIVISION.

No. EE/BRS/Tech/T-11/2024-25.

Price Bid

Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material , PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi/Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.

Sr. No.	Particulars.	Unit.	Rate in Rs.
1.	Power Transformer Transportation:- a) As per actual Kms. a) Labour Charges for Loading Work b) Labour Charges for Unloading Work	Per M.T. Per Km. Per M.T. Per M.T.	
2.	PSC Pole Transportation a) Transportation of pole c) Labour Charges for Loading Work d) Labour Charges for Unloading Work	Per Pole/Km. Per Pole Per Pole	
3.	In SLAB: a) 0 to 50 Kms. b) 0 to 100 Kms. c) 0 to 200 Kms. d) 0 to above 200 Kms. In SLAB:- a) Labour Charges for Loading Work b) Labour Charges for Unloading Work c) Oil remove in Dist. Transformer and winding cutting.	Per M.T. Per Km. Per M.T. Per Km. Per M.T. Per Km. Per M.T. Per Km. Per M.T. Per M.T Per Transformer.	

1) The quantities mentioned above may vary as per site condition however the order value should be restricted to Rs 20.00 Lakh.

G.S.T. as applicable will be paid extra.

Name of Agency:-

Seal / Signature of Contractor.



Maharashtra State Electricity Distribution Company Ltd.

Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material , PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi/Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.

Bid No.: EE/BRS/Tech/T- 11/2024-25



Executive Engineer, Barshi Division Solapur

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

E- TENDER NO. EE/BRS/Tech/T-11/ 2024-25

Invitation of Tender for **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material , PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi/Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

Tender Price	Rs 2500+18% GST=2950/- only.
Tender Sale period	25.02.2025 10.00 Hrs to 02.03.2025 13.00 Hrs
Last date of submission	02.03.2025 up to 14 Hrs
Date of Technical Bid opening	03.03.2025 up to 11 Hrs If Possible
Date of Price Bid opening	03.03.2025 up to 16 Hrs If Possible
Estimated cost	Rs. 20.00 Lakh
E.M.D	Rs. 20000/- in the form of BG/DD/CASH
Performance Security & Guarantee	Rs. 5% of Contract cost.

Note:-

- 1) If any of the dates mentioned in the tender notification and specification happen to be a holiday due to unforeseen reason the same will be considered as the next working day.
- 2) Any requisition for tender specification beyond the specified date, will not be entertained.
- 3) No other mode of payment will be accepted other than specified.
- 4) The Executive Engineer reserves the rights to extend due date of opening of tenders.
- 5) The Executive Engineer Barshi Division has the right to reject all or any tender without assigning any reason.
- 6) The Executive Engineer, Barshi Division if required reserve the right to relax / change any of the tender condition in the interest of MSEDCL.

Executive Engineer

Maharashtra State Electricity Distribution Company Ltd.

Tender Form

E – Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material , PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi/Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.

Bid No.: EE/BRS/Tech/T-11/ 2024-25

Circle: - Solapur

O & M Division: - Barshi

Volume –I	Section 1	Instructions to Bidders.
	Section 2	Conditions of contract.
	Section 3	Sample forms.
	Section 4	Contract Data.

Volume – II – Activity Schedule, Scope of Work, Price Bid.

Dy. Manager F&A Barshi Dn.

Executive Engineer Barshi Division.

SECTION -1
INSTRUCTIONS TO BIDDERS
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SECTION I

INSTRUCTIONS TO BIDDERS

A.GENERAL

1. Scope of Bid

The Executing Agency, (also referred to as “the Employer” or “Purchaser” in these documents) invites sealed bids from eligible bidders for the Tender work for **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

1.1.1. The works are to be carried out at various sites under Division area referred in above table. For convenience, the works are grouped as shown in the Tender. However, Division wise Bidder is expected to start the works simultaneously in all, the area as per instructions mentioned in the bid.

All bids shall be prepared and submitted strictly in accordance with these instructions.

1.1.2 The successful bidder has to start work simultaneously at all the sites covered under the division, as per activity schedules annexed separately.

1.1.3 The successful bidder will have to complete the works before **12 Month.**

1.1.4 The Bidder shall submit the bid with full documents. Bid not covering entire scope of the project shall be treated as incomplete and hence, are liable to be rejected.

2.0 Eligible Bidders

2.1 The bidding is open to manufacture(s), constructor(s) or an Authorized representative of manufacturer(s). Such bidders should meet the qualification as stipulated hereunder. Manufacturers opting to bid through an Authorized representative are not permitted to bid on their own separately.

2.2 The bidder shall be a manufacturer or an Authorized representative of manufacturer(s)/Constructor(s) who regularly manufactures/erects equipment of the type specified and has adequate technical knowledge and manufacturing experience.

2.3 The bidder does not anticipate a change in ownership during the proposed period of execution of work. (If such a change is anticipated, the scope and effect thereof shall be defined).

3.0 Bid Security: -

3.1 The Bid Security shall have to be submitted in original in the form of a demand draft or Cash or form of Bank guarantee quoting proper Bid reference No. and other relevant details as required in the Bid. The bid security shall, at the bidder's option, be in the form of a demand draft or an unconditional Bank Guarantee from any Nationalized / Scheduled bank in favour of the Employer, as stated in bidding data.

In case the above requisites are not complied with, the bid shall be rejected by the Employer as nonresponsive.

- 3.2** The Bid Security shall be provided in the prescribed format of specified amount for Rs.5000/- (i.e. 1% of value of contract)

4.0 Bid issue & Receipt by Employer: -

Bid document can be obtained from Company's website i.e. on www.mahadiscom.in tenders section. **The tender fee is to be paid online only.** Tender bid should be submitted online only. The bid security shall be returned to the Lowest-3(L-3) & above bidders immediately after opening the price bid & bid security of remaining bidders(i.e L1&L2 BIDDERS) shall be returned only after awarding the contract to the lowest bidder or after **28 days plus bid validity period of 180 days whichever is earlier.**

7.1 Request for sending bid documents by Post will not be entertained.

7.2 No extension of bid due date, shall be considered on account of delay in respect of bid documents or its clarification regarding any discrepancy. The Interested bidder may have further information, if any desired, he shall collect from the address as given below:

The Executive Engineer

M.S.E.D.C.L, C.C.O & M Division, Barshi,

Telephone No. : - 02184-222304,44,68.

Email : - divbrs531@gmail.com.

7.3 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.

- 5** Bid Security must accompany the offer, in the form and manner given in the bid Document. **Failing which the bid shall be rejected.** The Bid Security shall be **valid for a period of 180 days from the tender opening date.**

- 6** **Maharashtra State Electricity Distribution Co. Ltd.** reserves the right to cancel or to withdraw the Bid, without assigning any reason thereof.

Such decision will not incur any liability, whatsoever on the part of MSEDCL consequently.

7 Alternative Bids will not be considered.

8 All bid documents should be sealed & digitally signed by the bidder.

Executive Engineer

M.S.E.D.C.L O&M Barshi Dn,

Qualification of the Bidder (for Individual Bidder)

8.1 This invitation for Bid is open to eligible bidders.

8.2 The intending bidder shall inter – alia meet the following conditions to qualify for the award of contract.

The bidder shall include the following information and documents with their bids.

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the Authorized signatory of the bid to commit the bidder.
- b) General Experience The bidder should have 15% of the physical parameters involved / covered under the tender within preceding 2 years as a prime contractor in the works of a similar nature, as per the requirement i.e. Transportation, Loading / Unloading of material in MSEDCL/any power utility. The bidder should have executed either
 - a) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
 - b) Two work orders/contracts (denotes executed only) together equivalent to at least 25% of the estimated cost of the tender or
 - c) Three work orders/contracts (denotes executed only) together equivalent to at least 30% of the estimated cost of the tender in any sector, during the last preceding five financial years.

(Information provided by the contractor with regards to the qualifying requirements stated in clause no. B needs to be supported by [satisfactory work completion certificate](#) issued by the officer not below the rank of [Executive Engineer](#). **(Work in hand or order copy will not be considered as work experience)**)
- c) **Net Worth : Net worth Should be positive for the Financial Year 2023-24**
- d) **Turn over: Average annual turnover of last 3 financial years (2021-22, 2022-23 & 2023-24) should be 30 % of estimated cost.**
- e) Qualifications and experience of key site management and technical personnel proposed for the contract.
- f) Evidence of adequacy of working capital for this Contract, i.e. evidence of access to line(s) of credit and availability of other financial resources.
- g) Authority to seek reference from the bidder's bankers
- h) Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount and
- i) A statement establishing that the bidder (including all members of a joint venture) and his sub Contractors are not associated, nor has been associated in the past, directly or indirectly with the Expert or any other entity having prepared the design, specifications and other bidding documents for the project or being proposed as Engineer for the Contract.

- j) GST Registration.
- k) The bidder should have valid transport license
- l) Registration certificate of at least two heavy vehicles for transportation of Material in the name of firm owner
- m) Employee compensation / insurance policy should be submitted

n) Registration under PF and labour laws as may be applicable as per relevant acts.

- o) G.S.T.:- The bidder should note while bidding that the employer will discharge its G.S.T. liability by availing the most beneficial cost advantage under the appropriate general exception and Notification of G.S.T..
- p) The bidder should also note that the employer will discharge its tax liability under the most beneficial scheme for ability the Maximum cost advantage Bidder should therefore take note and G.S.T. refund rebate to which they may be legally entitled in to consideration while offering their quoted rates/prices.
- q) **Conflict of Interest** – All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in bidding process if they;

- i) Have controlling share holders in common or
- ii) Receive or have receive in direct/indirect subsidy from any of them or
- iii) Have same legal representative for the purpose of Bid or.
- iv) Have relationship with each other directly or through common Third Parties, that puts them in a position to have access to information about or influence on Bid of another Bidders or influence the decision of the employer regarding bidding process or.
- (v) submit more than one bid for any particular contract package in the bidding process. This, however does not limit the participation of subcontractors in more than one bid or as bidders in one bid & subcontractors in other bids simultaneously; or
- (vi) Participated as a consultant in preparing the design or technical specifications of the goods & related services or works that are the subject a bid.

The Above all documents are mandatory. Failing to submit above any one of document considered non responsive, hence the said bidder declared as technically disqualified.

The Renewal of the Certificates will have to be done by agency before their expiry date.

8.3 Joint venture

Not Applicable.

8.4 The intending bidder shall inter-alia meet the following conditions to qualify the award of contract.eeweq

- a) Experience as prime Contractor in the construction of at least two works of a nature and complexity equivalent to “the Works” in the last five years (to comply with this requirement works mentioned should be at least 70% complete). For the defined **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division..**

etc. The bidder must provide details of actual experience of execution of such works.

b) For a joint venture to qualify each of its members must meet at least the minimum criteria of sub – clause 3.4 (6) and each member shall possess proven experience in supply and / or transmission & distribution lines. Failure to comply with these requirements shall result in rejection of the joint venture's bid. Sub – contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

c) Suitable qualified and experienced personnel with at least 3 years experience in works of an equivalent nature and volume.

8.5 To qualify as the member of joint venture, in addition to the provision of clause 3.3 (c) above, the members shall also process minimum experience as indicated below in any two of the last 3 years pertaining to sub-station and transmission lines.

a) The turnover of the members to be accounted for as manufacturer shall not be less than 75% of the total bid price in manufacture/supply.

b) The turnover of the members to be accounted for as contractor shall be not less than 25% of the bid price in construction.

Also it shall be noted that in no case a joint venture shall have more than two numbers. Failure to comply with this requirement shall result in rejection of the joint venture bid.

8.6 Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria or companies taken over by him. This provision shall also apply in the case of all members of the joint venture bid.

8.7 It shall be explicitly noted that the requirements/criteria covered under above Clauses shall strictly apply to the Bidder offering the bid and not to his associated companies or group companies or companies taken over by him. This provision shall also apply in the case of all the members of a joint venture bid.

8.8 Whenever works defined comprise the **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

the Contractor must provide details of actual execution of such works.

9.0 One Bid per Bidder

Each bidder shall submit only one bid for project either by himself, or as a partner in a joint venture.

10.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

B. BIDDING DOCUMENTS

11.0 Content of Bidding Documents

7.1 The set of bidding documents comprises the documents mentioned below and any Addenda issued in accordance with Clause 9:

Invitation for Bids

VOLUME 1

- Section 1: Instructions to Bidder
- Section 2: Conditions of Contract.
- Section 3: Sample Forms of Bid, Qualification information Letter of Acceptance, Securities, Contract Agreement, EMD, Bank Guarantee Performance Security, and Payment Application & Joint Venture.
- Section 4: Contract Data.

VOLUME II

Activity Schedule, Scope of Work, Price Bid

12.0 Clarification of Bidding Documents

- 12.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes telex and Tele-Fax) at the Employer's address indicated in the Invitation for Bid.
- 12.2 The Employer will respond to any such request for clarification, which he receives up-to 5 days prior to the deadline for submission of this. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents including a description of the enquiry but without identifying its source.
- 12.3 Request for clarification or any delay in complying with such request by the Employer, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.
- 12.4 Immediately upon purchase of the bidding document, the prospective bidder shall inform the Employer the details as given below to facilitate the process of clarification.
- 12.5
 - a) **Name of Bidder and contact person**
 - b) **Detailed address; and Telephone No.**

13.0 Amendment of Bidding Documents

- 13.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 13.2 Any addendum thus issued shall form part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 13.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids by a maximum period of 15 days.

C. PREPARATION OF BIDS

14.0 Language of Bid

All documents relating to the bid shall be in the English language only.

15.0 Documents Comprising the Bid

The Bid submitted by the bidder shall comprise the following.

- a) Bid Form and Qualification Information Form and Documents
- b) Appropriate EMD in Original
- c) Price Activity Schedules and other Schedules.
- d) Information on eligibility and qualification as detailed under Clauses of section 1 Vol. - I above, be completed and submitted by Bidders in accordance with these instructions.

16.0 Bid Prices

- 16.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as **the Works**, as described in Sub-Clause 1.25 of Section 3 of this volume I.
- 16.2 Discount offered, if any shall be prominently indicated on the Bid Form.
- 16.3 As regards Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes, if attracted under the provisions of Indian law. However IT deductions at source as per Income Tax rules will be made.
- 16.4 Relevant provisions under Indian laws / Acts for P.F., Labour Contract, and any other Law/ Act as may be applicable to the works under this contract will be applicable though not mentioned specifically in above list.
- 16.5 The Bid price quoted by the Bidder shall be firm and not subject to price variation during the subsistence of the contract on account of cost escalation, changes in taxes etc by appropriate authority.

17.0 Currencies of Bid and Payment

The price for the project shall be quoted by the Bidder entirely in Indian Rupees.

18.0 Bid Validity

- 19.1 Bids shall remain valid for a period of **180** days after the deadline for bid submission specified in **Clause 19.1**.
- 19.2 In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 15 in all respects.

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EMD (Bid Security):

- 20.1 The bidder shall furnish, as a part of his bid, an EMD for the 1 % of estimated value, in the prescribed format. **The validity of the EMD should be up to and including the date 180 days after the deadline for bid validity.**
- 20.2 The EMD shall be in the form of a bank guarantee from a Nationalized / Scheduled bank or B.G. or DD or Cash having branch in the Maharashtra State. The format of the bank guarantee shall be in accordance with the sample form of EMD enclosed in Section 3. Bank guarantee issued, as security for the bid shall be valid till **180 days** from date of opening of tender.
- 20.3 Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer. The bid shall also be rejected if the bidder does not comply with the provisions of clause 15.2 above.
- 20.4 The EMD of unsuccessful bidders will be returned **after awarding tender to lowest bidder or at the end of validity period which is earlier.**
- 20.5 The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.
- 20.6 **The EMD will be forfeited in case of any of the following: -**
 - a) If the bidder withdraws his bid during the period of bid validity,
 - b) If the bidder does not accept the correction of his bid price pursuant to **Clause 26**
 - c) If the successful bidder fails within the specified time limit to
 - i) Sign the Contract Agreement
 - ii) Furnish the required performance security

21.0 Alternative Proposals by Bidders

Bidders shall submit offers, which comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. **Alternative proposals shall not be considered.**

22.0 Format & Signing of Bid

- 22.1 The original and bid securities all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly Authorized to sign on behalf of the bidder pursuant to Sub-Clause 3.4 (a) & 3.3 (b), as the case may be. **The person or persons signing the bid shall initial all pages of the bid where entries and amendments have been made.**

- 22.2 The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

D. SUBMISSION OF BIDS

- 23.0 Bids should be submitted as per E_tendering Process and uploaded through Secursign only .With following documents as applicable

1. EMD in form of B.G./ D.D of any Nationalized Bank. Cooperative Bank B.G/D.D. will not be accepted.
2. Turn over Certificate for last **Three** financial years (2021-22, 2022-23 & 2023-24) from registered C.A.
3. EPF Registration Certificate from labour Commissioner.
4. Net worth Certificate from registered C.A. for 2023-24
5. G.S.T. Registration
6. Work Experience Certificate
7. Valid Shop Establishment Registration Certificate.
8. Submit Sample form H & I attached herewith.
9. The bidder should have valid transport license
10. Registration certificate of at least two heavy vehicles for transportation of Material in the name of firm owner
11. Employee compensation / insurance policy should be submitted
E- Tendering on www.mahadiscom.in

24.0 Deadline for Submission of Bids

- 19.1 **Bid must be received by the Employer at the address specified above not later than 14.00 hours on date. 02.03.2025**

Sr. No.	Particulars	Date and time prescribed
1	Sale of Bid	25.02.2025 10.00 Hrs to 02.03.2025 13.00 Hrs
2	Last date of submission of bids.	02.03.2025 up to 14 Hrs
3	Technical Bid opening date	03.03.2025 up to 11 Hrs If Possible

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case(s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

25.0 Late Bids

Any bid received by the Employer after the deadline prescribed in Clause 19 shall not be accepted.

26.0 Modification and Withdrawal of Bids

- 26.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 19.

- 26.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18, with the envelopes additionally marked '**MODIFICATION**' or '**WITHDRAWAL**', as appropriate.
- 26.3 No bid shall be permitted to be modified after the deadline for submission of bids
- 26.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid will result in the forfeiture of the EMD pursuant to Clause 15.6.

E. BID OPENING AND EVALUATION

27.0 Bid Opening

- 27.1 **The Employer will open the Tender of the bids**, including its modifications made pursuant to Clause 21, in the presence of the bidder's representatives who choose to attend at **16.00** hours on date **03.03.2025** or Schedule date if changed by notification. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 27.2 The bidders' name, bid modifications and withdrawals, the presence or absence of EMD, and other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening of Envelope-I.
- 27.3 The Employer will examine the document under E- Tender of the bid in accordance with the requirements with the bid document. **If any of the documents under E-Tender is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive & Tender of the corresponding bid will not be opened for further evaluation.**
- 27.4 The responsive bidders of the Envelope-I shall be notified by the Employer to attend the opening of the Envelope-II of the bids.
- 27.5 The procedures stated in clause No.22.1 to 22.4 shall be followed for opening of the Envelope-II of the bids, including modifications made pursuant to Clause 21.

Employer will announce the bid price, any discount, bid modifications and withdrawals and such other details, as the Employer may consider appropriate, at the time of opening of envelope of the bids.

28.0 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.

29.0 Clarification of Bids.

To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the Activity Schedules. The request for clarification and the response shall be in writing or by cable, but no change in price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 26.

30.0 Examination of Bids and Determination of Substantial Responsiveness.

- 30.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) Meets the eligibility criteria (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require.
- 30.2 A substantially responsive bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality of performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract' or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

31.0 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, **the amount whichever is lower will govern.**
- 31.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the EMD will be forfeited in accordance with Sub-clause 15.6 (b).

32.0 Prohibition for Post tender Correspondence.

- 32.1 The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer. **The Competent authority (Employer) will take final decision for post tender correspondence, if required**
- 32.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and / or his employees / representatives on matters related to the bid under consideration. The Employer if necessary shall

obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

F. AWARD OF CONTRACT.

33.0 Award Criteria

- 33.1 Subject to Clause 29, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined a) to be eligible in accordance with provisions of Clause 2, and (b) qualified in accordance with provisions of Clause 3.
- 33.2 **Matching Rate Option:-** If required by the employer, the eligible bidders those are Ready to work at lowest acceptable rate received against the Tender, shall be considered for award of contract. The bidders ready to work on lowest acceptable price shall submit their consent within 2 days of price opening through e-tendering system or when sought by the employer.

34.0 Employer's right to accept or reject, any or All Bid(s).

- 34.1 Notwithstanding Clause 28, the Employer reserves the right to accept or reject any or all bid(s), 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 bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.
- 34.2 The Employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

35.0 Notification of Award

- 35.2 The notification of the award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 31 and signing of agreement.
- 35.3 The successful Bidder shall execute contract agreement as per the proforma attached
- 35.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

36.0 Performance Security

- 36.1 Within 15 calendar days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a **performance security as per Form B.G in the form of a bank guarantee for an amount equivalent to FIVE percent (5 %) of the Contract Price.**
- 36.2 The performance security is to be provided by the successful bidder in the form a bank guarantee **issued by a Nationalized / Scheduled bank having branch in Maharashtra.**

36.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 31.1 & 31.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

37.0 Jurisdiction

37.1 Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in **Barshi Division** of Maharashtra.

37.2 The Indian Law shall govern the contract.

38.0 Agreement

38.1 In the event of acceptance of particular bid for award of Contract such successful bidder has to execute contract Agreement as per attached form E.

39.0 Time: The Essence of Contract

39.1 The time stipulated in the contract for the completion of works shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

40.0 Other Important General Terms.

40.1 Effective and jurisdiction of contract: -

40.1.1 The contract shall be considered as having come in to force from the date of issue of Letter of Award by the Employer.

40.1.2 Patent Rights and Royalties:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments, software and processes used in the works shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such Royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.

41 Bankruptcy:

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

42 Notices:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in the event of Contractor being a company to or at its registered office.)

Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post at the Employer's address.

43 Details: Confidential.

The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising except with written consent of the **Executive Engineer, MSEDCL, and Barshi Division** and subject to terms and conditions as he may prescribe.

44 Check List:

The bidder shall give a checklist of documents/schedules enclosed with his Bid in the covering pages(s) for respective parts for quick check of the enclosures. A complete checklist shall be enclosed with each copy of the bid documents. It shall be construed that the Bidder shall comply completely with all the other requirements of the specification.

SECTION 2
CONDITIONS OF CONTRACT
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SECTION 2
CONDITIONS OF CONTRACT
A. GENERAL

1. Definitions

- 1.1 **Acceptance date** is the date when the Employer accepts the bid of the successful bidder by issuing a Letter of Acceptance.
- 1.2 **The Activity Schedule** is a schedule of the activities comprising design, shop test, **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**
- 1.3 .
- 1.4 as defined in the bid document as “The Works” and handing over of “the Works”. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. Quantities mentioned in this schedule are approximate and bidder is expected to assess the work based on his investigation and site inspection.
- 1.3 **The Arbitrator** is the person appointed (by the employer) as per the rules of arbitration by Indian council of Arbitration.
- 1.4 **The Completion Date** is the date on which the Contractor shall complete whole of the Works, duly notified by the **Executive Engineer Barshi Division** or any other person duly authorized by him, that the Employer can use the works. The Completion Date is specified in the Contract Data. Only the Employer may revise the Completion Date by issuing, in writing, an extension of time.
- 1.5 **The Contract** is the contract between the Employer and the Contractor, the terms and conditions of which have been incorporated in the agreement to be executed between the two parties.
- 1.6 **The Contract Data** defines the documents and other information, which comprise the Contract.
- 1.7 **The Contractor** is the bidder whose bid to carry out the Works has been accepted by the Employer and includes his legal heirs, successors.
- 1.8 **The Contractor’s Bid** is the complete bidding document submitted by the Contractor to the Employer.
- 1.8 **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.
- 1.10 **Days** are calendar days & **Months** are calendar months.
- 1.11 **Defect** is any part of the Works not completed in accordance with the Contract & includes material specifications as per Volume- II
- 1.10 **The Employer / Purchaser** is The **Executive Engineer , Maharashtra State Electricity Dist Co. Ltd, O & M Barshi Division** who will have the necessary authority to execute the project and be responsible to handle all affairs of the project

including award of contract to the Contractor and include any person(s) authorized for the purpose by **The Executive Engineer, Maharashtra State Electricity Dist Co. Ltd, O & M Barshi.**

- 1.13 **The Executive Engineer, MSEDCL, Barshi Division or any other person duly Authorized by him will have necessary authority to execute the Project and be responsible to handle all affairs of the project.**
- 1.14 **The Engineer** is the person or organization named in the Contract Data or any other competent person authorized by the Employer and notified to the Contractor,
- 1.24 **The Works** **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

and allied works as defined in the bid document as "The Works" & allied work and also includes other works not specifically mentioned in bid but required due to site conditions & for what the Contract requires the Contractor to design, supply, transport, construct, install, test, commission, and hand over to the Employer, under the Project.

2.0 Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vices versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law

The language of the Contract shall be English. The law governing the Contract shall be the Indian Laws as stated in the Contract Data.

4.0 Decisions

The Employer is to decide contractual matters between the Employer and the Contractor fairly and impartially. The decision of the Employer will be final, Conclusive and binding on both parties to the agreement for contract.

5.0 Delegation

The Employer may delegate any of his duties and responsibilities to other people by notifying the Contractor and May even cancel/withdraw any such delegation by notifying to the Contractor.

6.0 Communications

Communications between parties that are referred to in the conditions are effective, only when they are in writing.

7 Assignment And Subletting Of Contract

- 7.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer.
- 7.2 The Contractor shall not sublet any part of the works without prior written consent of the Employer.
- 7.3 Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if those were the acts, defaults and neglects of the Contractor, his agents, servants or workmen.

8.0 Co-ordination with Other Contractors

The Contractor is to co-operate and share the Site with public authorities, utilities, and the Employer.

9.0 Personnel

- a. The Contractor is to employ either the key personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Employer. The Employer will approve proposed replacement key personnel only if their qualifications, abilities and relevant experience are equal or better than those of the personnel listed in the Schedule, without affecting the Contract Price.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of Contractor staff or work force and states the reasons, the Contractor is to ensure that the person leaves the Site within seven days and such person will have no further connection with the work in the Contract.

10.0 Contractor's Risks

All risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

11.0 Force Majeure

The term "Force-Majeure" as employed herein shall mean The acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

12.0 Insurance

- 12.1 The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.
 - a) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
 - b) Covered against death or injury caused by the Contractor's acts or omissions to
 - (i) Anyone authorized to be on the Site.
 - (ii) Third parties who are not on the Site. as per laws applicable in India

- (c) Full cover against theft and damages to the Works and materials during storage and construction.
Contractor shall pursue the matters related to insurance claims in association with the Employer.
- 12.2 Policies and certificates for insurance are to be produced by the Contractor to the Employer for approval before the Start Date given in the Contract document and subsequently as the Employer may require.
- 12.3 Alterations to the terms of insurance may be made either with the approval of the Employer or as a result of general changes imposed by the Insurance Company with which the insurance policy is effected.
- 12.2 Both parties are to comply with any conditions of the Insurance policies.
The contractor shall obtain the insurance policy as mentioned above from the insurance company approved by director of Insurance Govt of Maharashtra.
- 12.3 If above directives are not followed by the contractors the concern authority of M.S.E.D.C.L shall recover one percent amount of the contract value deposit the same with Director of Insurance Govt of Maharashtra Mumbai through Cheque or Demand Draft.
- 13.0 Indemnities**
- 13.1 The contractor is liable for and indemnifies the Employer and others against losses, expenses and claim for loss or damage to physical property, personal injury, and death causes by his own acts or omission.
- 13.2 The contractor claiming indemnity to take all responsible steps to mitigate the loss or damages which may occur.
- 13.3 The contractor indemnifies the Employer against claims for damage causes by the movement of his Equipment or temporary works.
- 14.0 Site Investigation Data**
It is presumed that the Contractor, in preparing his Bid, has relied on the Site Investigation Data collected & verified by him from his own source.
- 15.0 Queries about the Contract Data**
The Employer is to give instructions clarifying queries about the Contract Data.
- 16.0 Contractor to Construct the Works**
- 16.1 The Contractor is responsible for design, shop test & arranging for inspection & test by representative nominated by the Employer, during manufacturing process if needed, supply, transport, construct, install, testing, commissioning and hand over the works in accordance with the relevant Specifications and Drawings.
- 16.2 The 100% testing & inspection of Distribution transformer will be carried out by Testing Division.
- 16.3 All the works should be carried out in conformity with the provisions under IE Rules 1956 and Contractor is to get clearance from Competent Authority under IE Rules 1956 before charging / commissioning of the work at site.
- 16.4 The Bidder shall be responsible for coordinating and liasoning with the various offices i.e. Electrical Inspector Office, Forest Office, Municipal Offices, Grampanchayat and any other Department, consumer or a group of consumers etc., needed for timely completion of the work. Any amount towards the legitimate fee like Electrical Inspector Charges etc. shall be paid by the contractor.
- 17.0 The Works to be completed by the Completion Date**

The Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Employer, and complete them by the Completion Date.

18.0 Approval of the Contractor's Temporary Works

19.0 Safety

19.1 Works And Safety Regulations:

19.1.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or belonging to others working at site. Contractor shall notify the Engineer of his intention to bring on site any container with liquid or gaseous fuel or other substance, which may create hazard. Engineer shall have the right to prescribe the conditions under which such equipment or container shall be handled and used during performance of the works and Contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any

Constructions plant and forbid its use, if in his opinion it is unsafe. The Employer will entertain no claim on account of such prohibition imposed. Contractor shall obey all safety instruction on site given by Engineer. The Contractor till the completion of contract shall post suitable number of Clerical staff, watch & Ward Store Keepers to take care of equipment, materials and construction tools and tackles at site. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.

19.1.2 The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite tests of handling equipment, lifting tools, tackles etc as per standards and practices.

19.2 Electrical Safety Regulations

19.2.1 No work shall be carried out on any live equipment on any site. The Engineer must make equipment safe and permit to work is to be issued before any work is carried out.

19.2.2 The Contractor shall employ the necessary number of qualified, full time electricians to maintain his temporary electrical installation, wherever necessary.

20.0 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the State. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21.0 Possession of the Site

The Employer is to show the possible way leaves for erection and commissioning of the works covered under this contract, and for any deviation due to site conditions, from such way leave will require prior approval of Employer.

22.0 Access to the Site

The Contractor is to allow the Employer and any persons authorized by the Employer access to the Site and to any place where work in connection with the Contract is being carried out or intended to be carried out.

23.0 Instructions

The Contractor shall carry out all instructions of the Employer, which are in conformity with the law of the country.

The contractor shall obtain the insurance policy as mentioned above from the insurance company approved by director of Insurance Govt of Maharashtra.

If above directives are not followed by the contractors the concern authority of M.S.E.D.C.L shall recover one percent amount of the contract value deposit the same with Director of Insurance Govt of Maharashtra Mumbai through Cheque or Demand Draft.

24.0 Disputes

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in **Barshi Division** of Maharashtra. The Indian Law shall govern the contract.

25.0 Prohibition For Post Tender Correspondence

25.1 The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer. **The Competent authority (Employer) will take final decision for post tender correspondence, if required**

25.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the Bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties and advised to refrain from contacting by any means, the employer and his Employees / representation on matters related to the bid under consideration. The employer if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

B. TIME CONTROL

27.0 Extension of the Completion Date

27.1 The Employer is to extend the Completion Date in the event of a Variation which makes it impossible for Completion to be achieved by the Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause him to incur additional cost.

27.2 The Employer is to decide whether and by how much to extend the Completion Date within 21 days of the Contractor asking him to decide upon the effect of variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by his failure is not considered in assessing the new Completion Date.

30.0 Early Warning

30.1 The Contractor is to warn the Employer at the earliest opportunity of specific likely failure events or circumstances, which may adversely affect the Project Implementation Schedule.

30.2 The Contractor shall co operate with the Employer in making the Considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

C. QUALITY CONTROL

38.0 Payment Terms

- a) MSEDCL will make payment within reasonable time as per availability of fund after submission of bill as per MSEDCL rules MB recording with ERP / SAP system. No interest or penalty will be payable by MSEDCL due to late payment of bills. Duly certified bills by the SDO & SO concerned in triplicate should be submitted on monthly basis.
- b) The payment will be made in reasonable time as per contract orders issued for **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**
- c) . and allied work.
- d) **Retention of 5% as covered under clause 40 below.**
- e) Work is to be measured as per standard procedure. The measurements shall be taken jointly by Persons duly authorized on the part of Employer and by the Contractor.
- f) If, at any time due to any reasons whatsoever, it becomes necessary to re-measure the work done in full or in part, the expense towards such re-measurement shall be born by the Contractor.
- g) The Contractor shall bear the expenditure involved if any in making measurement. The Contractor shall, without extra charges, provide all assistance with appliances and other things necessary for measurement.
- h) **The measurement entered in “Measurement Books” and bills prepared shall be signed and dated by both the contracting parties.**
- i) The Contractor will be intimated in writing by the Engineer the proposed date of measurement. If the Contractor does not turn up at the scheduled time, the Engineer shall have the powers to proceed by himself to take measurement in which case the measurement taken by Engineer shall be accepted by the Contractor as final.
- j) Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a latter date by the Engineer.
- k) The Contractor shall be directly responsible for payment of wages to his workmen. A Payroll sheet giving all the payment given to the workers and duly signed by the Contractor's representative should be furnished to Engineer for record purpose every month.
- l) The Employer shall make the payment for the works direct to the Contractor.
- m) The value of work completed includes the valuation of Variations, deductions towards advance & Retention.
- n) **The Executive Engineer, MSEDCL, O & M Barshi Divison,** or a person(s) duly authorized by him may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.0 Mode of Payment

- 39.1 **The Executive Engineer, MSEDCL, O & M Barshi Divison,** or the officer nominated by him, is to pay the Contractor the amounts certified by the concerned field Engineer within reasonable time from bill submission. No interest is payable by the Employer for period exceeding as stated above.

- 39.2 If an amount certified is increased in a later certificate as a result of an award by the Court, the payment to the Contractor will be made accordingly.

40.0 Retention

- 40.1 The Employer will retain 5 % from each payment due to the Contractor as stated in the Contract Data.
- 40.2 *On completion of the whole of the Works and on submitting all operation and Maintenance Manuals, half the total amount retained will be repaid to the Contractor and half when the Defects Notice period has passed and the Employer has certified that all defects notified by him to the Contractor before the end of this period have been corrected.*

40.1 Liquidated Damages:

- 41.1 If the Contractor fails to complete all the works within the time frame stipulated as completion period or within extension of time granted by the Employer, the Employer shall levy liquidated damages for breach of contract without prejudice to any other rights and /or remedies provided for the contract.
- 41.2 The liquidated damages shall be levied @ ½ % (Half percent) of the contract price per week of delay subject to maximum 10 (Ten) % of the contract price for balance scope of work and the completed work, which cannot be used for the benefit of MSEDCL. In case of such maximum delay, the contract may be terminated by the Employer and the balance work shall be completed by the Employer at the risk and cost of the Contractor.

42.0 Advance Payment

The employer will not effect advance payment to the successful bidder for execution of the contract.

43.0 Cost of Repairs

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the final Defects Correction periods is to the Contractor's Account.

44.0 Completion Certificate

The Employer is to issue a certificate certifying Completion to the Contractor when Employer decides that the work is completed.

E. FINISHING THE CONTRACT

45.0 Taking Over

The Engineer will take over the Site and the Works within seven days from the date the **Executive Engineer Barshi Division** issuing a certificate of Completion.

46.0 Final Account

The Contractor is to supply to the Employer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Liability Period. The Employer is to certify any final payment, which is due

to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer is to issue a schedule that states the scope of corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer is to decide on the amount payable to the Contractor.

47.0 Operation & Maintenance Manuals

47.1 Contractor shall supply all the Documents mentioned below within 20 days prior to completion date as stated in the Contract Data.

47.2 If the Contractor does not supply the manuals by the date stated in the Contract Data, the Employer is to withhold the amount stated in the Contract Data from payments due to the contract.

48.0 Termination

48.1 If any of the following events shall have happened and be continuing, the Employer may terminate the Contract by giving 30 (thirty) days prior written notice to the Contractor.

- a) The financing of the project is stopped by financiers due to any reasons there of.
- b) On review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.

49.2 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and leave the Site after handing over of the site to the Employer as soon as reasonably possible.

48.3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.

48.4 If, in the opinion of the Employer, the Contractor fails to make completion of works within the time specified in the contract agreement or within the extended period granted by the Employer.

48.5 If, in the opinion of the Employer, the Contractor fails to comply with any of the other provision of the contract including technical requirement, statutory provisions etc.

48.6 In the event the Employer terminates the contract in whole or in part as provided above, the Employer reserves the right to get the work executed as deemed by the Employer to be similar to the one contracted for, upon such terms and in such manner as the Employer may deem proper and the Contractor shall be liable to the Employer for any additional cost for execution and completion of such works.

50.0 Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer is to issue a certificate for the value of the work done and material ordered less payments received up to the date of the issue of the certificate and less the percentage of the value of the work not completed. Liquidated Damages do not apply and Employer has a right to claim for loss and damages in respect of any delay incurred arising from the Breach. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- 50.2 If the Contract is terminated at the Employer's convenience or because of fundamental breach of Contract by the Employer, the Employer is to issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate.

SECTION 3

SAMPLE FORMS OF BID, QUALIFICATION INFORMATION, SECURITIES, LETTER OF ACCEPTANCE, CONTRACT AGREEMENT AND PAYMENT APPLICATION.

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

Sample Form Description

Form Number	Description
Form "A"	Bid Form.
Form "B"	Qualification information.
Form "C"	Bid Security (Bank Guarantee).
Form "D"	Letter Of Acceptance.
Form "E"	Contract Agreement.
Form "G"	Payment Application.
Form "H"	Self Declaration.

Bidders should not complete unconditional performance security form & advance Application form at this time. Only the successful bidder will be required to provide performance security in accordance with the sample or in a similar form acceptable to the Employer.

SAMPLE FORM – A**Bid Form**

BID NO. _____

For Project. _____

(On Bidder's Letterhead)

Name of the Project and identification No. _____

To,
The Executive Engineer,
M. S. Electricity Dist. Co. Ltd.
O & M Barshi Division.

GENTLEMEN

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree to design, test, **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

and allied works as defined in the bid document, and hand over the completed works as described above in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

I/ we accept the arbitration procedure under of instruction to bidders in section – I

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

I/We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses.

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

Signed this day _____ of _____ 2025.

Yours faithfully,

Witness: _____

Signature

Address:
Signature
Date

Name
Address of the company
Seal of the Company

(To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.)

Bidder's Letter head)

BID No. _____

Qualification Information

(The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 3 of the instructions to Bidders.

1. For individual Bidders or Individual Members of Joint Venture

1.1 Constitution or legal status of Bidder (Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory
of bid (Attach copy)

1.2 Details of work carried out during previous 3 financial years.

1.3 Work performance as prime Contractor on works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for item 1.2 above.

Project Name	Client name	Type & quantity of Work performed with Year of completion.	Nature of Contract.	Value of turkey Contract or Construction
i)				
ii)				
iii)				
iv)				

* Amount of Turn Key is the summation of all the amounts for which bills are claimed for the executed works including supply, erection and up to commissioning.

** Amount under heading 'Construction' is the summation of all the amounts for which bills are claimed for the construction, erection and the commissioning activities performed in the year from the Turn Key contracts as well as purely erection and construction contracts.

1.4.1 The following items of Contractor's Equipment are essential for carrying out the Works. The bidder should list all the information requested below:

Item of Equipment.	Make & Age (Years)	Condition. (New/Good/Poor, Not Available)
Civil construction equipment.		

Material Handling equipment		
Testing / commissioning of the equipment.		

1.5 Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details

Position	Name	Years of Experience (General)	Years of Experience in the proposed position.
Project Manager, Chief Engineer, Manager, Supervisor, Engineer etc.			

1.6 Proposed sub-contracts and firms involved

Section of the works.	Value of Sub Contract.	Sub Contractors Name & Address.	Experience in similar Works.
I II III			

Activity of the activity schedule decided to be assigned.

Note: - The Bidder may note that the Sub-Contractor(s) intended to be deployed as listed above can be changed only with the approval of Employer.

1.7 Financial reports for the last five years, balance sheets, profit and loss account, auditor's reports, etc. List them below and attach copies.

- I)
- II)
- III)

1.8 Evidence of access to financial resources to meet the qualification requirements, cash in hand, net working capital, lines of credit etc. List them below and attach copies of support documents.

- I)
- II)
- III)

1.9 Name, address, and telephone, telex and fax numbers of the bidders' bankers who may provide reference if contacted by the Employer.

- I)
- II)
- III)

1.11 Information on current litigation in which the bidder is involved.

Names of Parties involved.	Cause of Dispute.	Amount Involved.
----------------------------	-------------------	------------------

I		
II		
III		

- 1.11 Statement of compliance with the requirements of Sub-Clause 3.2 (I) of the Instructions to Bidders.
- 1.12 Proposed work method and schedule. The bidder should attach description, drawings, and charts as necessary to comply with the requirements of the bidding documents.
- 1.13 Work Execution experience:

Criteria	Details	Amount Involved.
A One order equal to 20% of tender value Or		
B Two orders equal to 25% of tender value Or		
C Three orders equal to 30% of tender value		

Please attach documents in supporting of 1.13.

2.0 FOR JOINT VENTURES

Not Applicable.

3.0 Declaration

The following declaration as to the eligibility of goods to be covered under the contract signed and dated by Contractor shall be attached to the bid.

"I, the undersigned hereby certify that, the major goods Defined in the Annexure 'B' of Volume II to be supplied are produced in (Name of the eligible source company (manufacturer)) & are conforming to the Technical Specifications of this Bid.

The material to be used should be of the make approved by the Board and the method of construction should be as per the standard method of construction approved by Board & adhering to relevant Acts & rules in force.

I, the undersigned hereby certify that (name of the Contractor)) has been incorporated and registered in (name of the eligible source state), has its appropriate facilities for producing or providing the goods and services in (name of eligible source) and actually conducts its business there".

Signature
Name & designation

Date:
Place:

Name of Co.
Address

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

(To be executed on Rs.500 non-judicial stamp paper purchased in the name of issuing Bank)

WHEREAS, (Name of bidder) (herein called "the Bidder") has submitted his bid dated _____ for the Contract No. _____ Dated _____ for **Transportation Loading & Unloading work** Project 2024-25 under **Barshi 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 ____ 2025

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 26; 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 14 of the instructions to Bidders 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 -D
Letter of Acceptance
(On Employer's Letterhead)
By Regd. Post A/D

Contract No.

-----Date

To: (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated _____ for turnkey execution of "the Works" design, Shop test, **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

.

and allied works as defined in the bid document on, for _____ Sub-division, for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 15 days and sign a contract agreement within 45 days from the date of this letter.

You are hereby instructed to proceed with preparation for the said Works in accordance with the Contract documents as listed in the Contract Data attached hereto

Yours faithfully,

Signature

Name

Title

Employer

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

SAMPLE FORM -E**CONTRACT AGREEMENT****(To be executed on Rs.500/- non-judicial stamp paper)**

This agreement made _____ the Day of _____ **2025** Between _____ The Executive Engineer, Maharashtra State Electricity Dist. Co. Ltd., _____ **Barshi Division** (herein "the Employer" of the one part) and M/s _____ (name & address of the contractor) (hereinafter the contractor) of the other part.

WHEREAS the employer is desirous that certain contracts should be executed by the Contractor, viz. (design, shop test, **Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.**

and allied works as defined in the bid document and has accepted a bid by the Contractor for the execution of the contract in the sum of Rs. _____ in words (Rs. _____ only) (hereinafter "the Contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this agreement.
b) Employers letter of acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute the Contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby convenience to pay the Contractor in consideration of the execution of the contract and the remedying of defects therein, the contract price of such other sum as may become payable under the provisions of the Contract at the time in the manner prescribed by the contract.

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

Signed, Sealed and Delivered by the said Executive Engineer,
Maharashtra State Electricity Dist. Co. Ltd.
O & M Barshi Divison,

In the presence of: -

Signed, Sealed and Delivered by the said M/s: -

In the presence of:

PERFORMANCE SECURITY (BANK GUARANTEE)

(To be executed on Rs.500 non-judicial stamp paper purchased in the name of issuing bank.)

To
The Executive Engineer,
Maharashtra State Electricity Dist. Co. Ltd,
O & M Barshi Division,.

WHEREAS M/s -----(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____ dated _____ for design, shop test,

Work contract for Annual Transportation & Loading / Unloading of Scrap Materials and Power / Dist. Transformers & Oil, HT/LT Line Material, PSC/RSJ Pole etc. and from Repair Agency to Filter Unit Barshi / Sub-division or any where in State (vice versa) under Filter Unit Barshi under Barshi Division.

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 may be 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 until the date of issue of the Defects Correction Certificate.

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 – G**PAYMENT APPLICATION****Project**

Equipment	:	Date	:
Name of Contractor:		Contract No.	:
Contract Value	:	Contract Name	:
Unit reference	:	Application Serial Number	:

To

The Executive Engineer
Maharashtra State Electricity Dist. Co. Ltd
O & M Barshi Division,

Dear Sir,

Pursuant to the above-referred Contract dated _____ the undersigned hereby applies for payment of the sum of _____ (Specify amount for which claim is made).

2. The above amount is on account of (check whichever applicable)
- | | |
|------------------------|--------------------------|
| a) Progressive payment | - (as per Contract Date) |
| b) Final Payment | |

As detailed in the attached schedule(s) which form an integral part of this application.

3. The application consists of this page, a summary of claim statement and the following signed schedule.

1. _____
2. _____
3. _____

(Please enlarge listing, if necessary)

The following documents are also enclosed.

1. _____
2. _____
3. _____

(Please enlarge listing, if necessary)

**Signature of Contractor/
 Authorized Signatory**

SAMPLE FORM-H**Self Declaration
(On Bidder's Letter head)**

I have under gone through all the contents of Tender form (Volume I. & II) and agree with all the terms and conditions mentioned there of.

Signature

Name & designation

Date:
Place:Name of Co.
Address

SAMPLE FORM : I

Tender No: EE/BRS/Tech/T-11/2024-25

Contractors Personal Information.

Submit detail information in given format.

Sr. No	Particulars	To be filled by the Contractor
1	Name of 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 agreements bonds full address	
9	Labour License No and Date	
10	PAN No.	
11	Provident Fund A/C No and Date	
12	ESIC No and Date	
13	Labour Insurance	
14	VAT No.	
15	G.S.T. No and Date	
16	Work Contract Tax No. & Dt.	
17	Bankers Name and Address	
18	No of years of experience	
19	Reference may be made to	
20	Particular of registration and class in which registered	
21	Any other information the tenderer may desire to give	
22	Agreed terms of the tender a) Time Limit for providing of workers: b) Ready to pay the security Deposit as per condition. c) Terms of payment (The terms of payment will be as per tender condition however the contractor can quote his terms of payment which may or may not be accepted by the co. d) Penalty: as per tender condition.	
23	EMD	
24	Shop Act License	
25	Turn over Last 3 Years	
26	Valid Electrical Contractor License	

27	Experience Certificate	
28	Order Details:- a) Single order for 20% b) Two order for 25% c) Three order for 30%	
29	Profit & Loss Acct Last 3 Years	
30	Net Worth Certificate.	
31	Vendor No	

Signature

Name & designation

Date:

Place:

Name of Co.

Address

SECTION 4

CONTRACT DATA

The following documents also form part of the Contract

-
1. The Bid and Letter of Acceptance
 2. The Conditions of Contract
 3. The Technical Specifications
 4. The Drawings
 5. The Program
 6. The Priced Schedules of Activities
 7. The Schedule of O&M Manuals
 8. The Schedule of Key Personnel
 9. The Site Investigation Data
 10. The Schedule of Taxes
 11. The Employer is:

**Executive Engineer,
Maharashtra State Electricity Distribution Co. Ltd.
O & M Barshi Divison.**

or a person(s) duly authorized by him.

12. The start date is _____ (MSEDCL TO DEFINE)
13. The completion Date for the Works is _____ months from the Start Date.
14. Deleted
15. The Site Possession Date is within _____ days from Start Date
16. The Sites are located in different parts of _____ Division / Sub - division.
17. Technical Specifications and Drawings enclosed in Vol. II & Vol. IV
18. The Defects Notice period is _____ days
19. The Defects Correction period is _____ days
20. The maximum liability of the Contractor for damage to other's property and personal Loss
Rs. _____ (MSEDCL TO DEFINE)

Contd ...2...

-
21. The minimum insurance cover for physical property during storage and construction Rs. _____ (MSEDCL TO DEFINE)
 22. The language of the Contract documents is English
 23. The laws, which apply to the Contract, are the Indian Laws.
 24. Institution whose arbitration procedures shall be used: Indian Arbitration act 1940
 25. Place where arbitration will take place will be _____ city.
 26. The proportion of payments retained is 10% of Contract Price.
 27. The liquidated damages for works of each site are 0.07 percent per day (percentage of contract price)
 28. No bonus is indented to be paid.
 29. Progressive payment against items supplied, installed, tested & commissioned shall be 90 % of the contract rates. The Retention amount shall be 10% of the contract rates.
 30. Deleted
 31. The date by which Operation and Maintenance manuals are required is 120 days prior to Completion Date.
 32. The amount to be withheld for failing to produce operation and maintenance manuals by the date required is _____ (MSEDCL TO DEFINE)
 33. The percentage of the value of the work not completed representing the Employer's Additional cost for completing the works is 150 percent of the Contract rate.
 34. Contract work is to be carried out as per provisions under I.E. Rules 1956 and in confirmation to the relevant Acts/Rules as may be applicable.
-

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	Price Bid	Price Section	40401810 Transportation	As Per tender docs.
2	Tech bid	Technical Section	40401810 Transportation	As Per tender docs.
3	Comm Bid	Commercial Section		As Per tender docs.