

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		22-05-2024 04:58:26
Tender Code	EE/KDL/DIV/TECH/T-10 OF 2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	The e-tender for HT line preventive maintenance work under Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24	
Estimated Cost (In Lakhs)	10	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	PPTanpure , 7875765134 ,eekudal2022@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	Kudal Division	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	D.O.Kudal	
Bid Opening Address	D.O.Kudal	
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	24-05-2024 01:05	
Tender Sale End Date	30-05-2024 23:55	
Bid Start Date	24-05-2024 01:10	
Bid End Date	31-05-2024 23:55	
Pre-Bid Meeting Date	27-05-2024 11:00	
Techno-Commercial Bid opening on	03-06-2024 10:05	
Price Bid opening on	04-06-2024 10:05	
Annexure C1 Opening Date	NA	
Winner Selection Date	05-06-2024 10:05	

Can Bidder Opt EMD Exemption	N
------------------------------	---

Maharashtra State Electricity Distribution Company Ltd.

Kudal Division

Invites E-Tender for

“The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**”

Amt: - 10.00 Lakh

Bid No.: EE/KDL/DIV/TECH/T-10 OF 2024-25



**TENDER NOTICE &
INSTRUCTIONS TO BIDDERS**

Volume I of II

Executing Agency

Executive Engineer (Kudal Division)

Near I.T.Office, Vengurla Road,

Tal. Kudal-416 602, Dist.Sindhudurg, Maharashtra.

Ph. 7875765134

E-mail: EEKUDAL2022@gmail.com

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**KUDAL, DIVISION.****TENDER NO. : EE/KDL/DIV/TECH/T-10 OF 2024-25**

Tender Document No. : 1

Sr.No.	Tender Details	
1	Tender Number*:	EE/KDL/DIV/TECH/T-10 OF 2024-25
2	Tender Name*:	“The e-tender for HT line preventive maintenance work under Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24 ”
3	Tender Type*:	Two bid system
4	Tender Budget Type*:	R & M Budget 2024-25
	Brief Description of Work*:	“The e-tender for HT line preventive maintenance work under Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24 ”
5	Office Type*:	Division
6	Office Location*:	Kudal
7	Estimated Cost (Rs.):	Rs. 10.00 Lakhs.
8	Scheme Name:	O & M
9	Scheme code	O & M
10	Tender Fee (Rs.)*:	Rs.1000/- + GST 18% = Rs. 1180/-
11	EMD (Rs.)*:	Rs.10,000.00
12	Sale Opening Date*:	24.05.2024
13	Sale Closing Date *:	30.05.2024
14	Pre-bid Date :	27.05.2024
15	Submission Closing Date*:	31.05.2024
16	Submission Closing Time time 24 hrs format	23.55 Hrs
17	Technical opening Date & Time	03.06.2024 at 11.00 if possible
18	Price Bid opening Date& Time	04.06.2024 at 11.00 This date will be inform to successful bidders later.
	Contact Details	
19	Name*:	Shri. P.P.Tanpure
20	Contact Email*:	eeKudal2022@gmail.com
21	Contact Phone*:	7875765134
22	Designation*:	Executive Engineer
	Location	KUDAL DIVISION
23	Tender Purchasing Office Address*:	Office of “EXECUTIVE ENGINEER”, M.S.E.D.C.L, Division Office, Near I.T. office,Vengurla Road, Tal. Kudal
24	Tender Opening Address*:	Office of “EXECUTIVE ENGINEER”, M.S.E.D.C.L, Division Office, Near I.T. office,Vengurla Road, Tal. Kudal
25	Pre-Bid Address:	Office of “EXECUTIVE ENGINEER”, M.S.E.D.C.L, Division Office, Near I.T. office,Vengurla Road, Tal. Kudal

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
KUDAL, DIVISION.**

TENDER NO. : EE/KDL/DIV/TECH/T-10 OF 2024-25

TERMS & CONDITIONS FOR WORK CONTRACT:-

The schedule of work & estimated cost as mentioned "The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**"

1. Tender must be submitted in original through e-tendering process and without making any addition, alteration & as per details given in other clause mentioned in Tender document. The requisite details should be filled in by the Tenderer wherever specified in the Tender Document.
2. The Tenderer should quote the rates of each items as per MSEDCL Cost Data 2023-24 of maintenance works portal with exclusive of all taxes. The rates quoted for extra item other than MSEDCL Cost Data 2023-24 by any tenderer will not be considered.
3. The rates shall be valid for 90 days i.e. 3 months.
4. All entries in the Tender should be in ink. Erasing & over writings are not permissible. All corrections & insertions should be initiated by the Tenderers.
5. The tender should accompany with a list of contracts already executed by the contractor at the time of submission of tenders.
6. The rates shall be quoted in figures as well as in words and shall be signed by the person or persons duly authorized to sign on behalf of the tenderer. The person or persons signing the bid shall initial all pages of bid. If any discrepancy is observed between the amount in figures & in words, the amount whichever is lower will govern.
7. The contractor who fails to start the works within the schedule time and date will be liable to forfeit the earnest money deposit or security deposit paid in addition to the compensation to the MSEDCL as per the terms & conditions of the contract.
8. If it is found that quality of works as well as performance is unsatisfactory, the contract is liable for termination without giving any notice and at the entire risk of the contractor. The security deposit paid in cash shall be forfeited.
9. The contractor should not entrust the work on subcontract or transfer or assign the contract or any part thereof to any third party in case if it is not followed it will be treated as break of contract and will be terminated at contractor's risk & cost.
10. 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.
11. The minor material would be supplied by MSEDCL (i.e. from concern subdivision store) as far as possible but in case if it is not available then the same should be supplied by agency and SDO should give clear certificate that this material is not available with Sub Dn./ Division & nearby stores. Concern SDO will completely responsible for non utilization of all material available in store.

The material shall be arranged by the contractor. All materials used shall be of high grade, free from defects and imperfection, recent manufacture and unused. The materials shall confirm to the relevant standard specifications accepted and approved. All the material required (as per schedule enclosed) for this work should be of **standard quality** & should confirm to various I.S. standards & should be procured by the tenderer from **vendors approved by MSEDCL only**. All the material should be inspected by the concerned SDO before utilization.
12. The contractor should have his own man power, tools and tackles required to carry out the job. The workers employed for the job should be conversant with the work. In case of any accident to his worker the total responsibility lies with the contractor.
13. In case of damage to the MSEDCL's material/theft appropriate cost of the same will be recovered from the contractor.

14. The work shall be carried as and when allotted by the Executive Engineer, KUDAL Division only. The completion period of ascertained work will be decided by the concerned Sub-Divisional Officer.
15. All the works shall be carried out as per the specification and as General method of construction approved and adopted by the MSEDCL.
16. The material to be utilized by the contractor should be got approved by the concern Sub-Divisional officer before utilization. If material utilized is found not as per MSEDCL specification/IS, same will be required to be replaced by the contractor.
17. The contractor will have to carry out the work as per instruction of concerned Sub-Divisional Officer or his authorized representative after getting the order from this office and completion of all formalities.
18. If any defects observed during the inspection the same is required to be rectified by the contractor at his own cost.
19. In case the work is not fully carried out by the contractor the MSEDCL will get done the work through some other parties at high rates also and difference of rates should be recovered from the contractor's bills who fail to execute the order or the E.M.D. /S.D. etc will be forfeited.
20. The bills should be submitted through the concerned Sub Divisional officer in triplicate for the payment after completion of complete work to this office. Quote all necessary registration nos. on the bill. The bill will be paid by NEFT/RTGS only as earlier as possible after receipt of bill along with SES duly certified by concerned SO & SDO to this office, subject to availability of funds.
21. The contractor shall not be entitled to claim any interest, any arrears or upon and balance which may be found due to him at any time.
22. The Income tax & work contract tax, if applicable as per prevailing rate will be deducted from the bills. The bills shall be prepared only after submission of proof of remittance of CPF & ESI on wages of laborers.
23. **Period of Contract:** - The period of contract will be for 3 month or completion of order value whichever is earlier.
24. You are also deemed to be fully aware of Company's General terms & conditions of works contract, and any ignorance of these terms and conditions will be not be accepted since sub-station area is declared as prohibited area by the Company it is necessary to take the prior permission from the work In charge for entry etc. The safety of your personnel executing the work shall be fully confirmed prior to undertaking the work and responsibility of safety for your staff /persons shall lay with you.
25. You will be totally responsible for the safety of your persons while at work either at Substation or on HT/LT lines or on road and Company will not be responsible for any damage to your vehicle, material/ manpower etc. during the contractual period of this order due to any type of accident/mishap.
26. No accommodation will be provided to you or to your persons by Company.
27. No T&P/labour, crane any other relevant equipment will be provided by the Company. Therefore, the same will be arranged by you.
28. 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.
29. **Guarantee Period:** - All the material supplied by you shall be guaranteed for trouble free service for the period of **Twelve months** from the date of commissioning. Any failure and further

repairs required during the guarantee period shall be attended by the contractor free of charge including transport and other charges within stipulated time to be given by the concern Sub-Divisional Officer which will be mutually agreed and recorded, failing which penalty as per MSEDCL rule will be charged. The concern Sub Divisional Officer shall intimate to the contractor regarding failure within guarantee period in 48 hours from the date of declaration as failed.

30. The contractor shall have to Start & complete the work, from the date of receipt of instructions from the concerned Section/Sub-Division/Division. The intimation may even be given to you through phone or mail for which you will have to provide your Mobile No/ Phone No & E-mail addresses to Sub Division, under this Division. If in case the contractor fails to carry out the work in stipulated time. Penalty @ ½ % per week for the delayed period will be charged subject to maximum up to 10% of the order value.

31. Material to be used should be of IS specifications & as far as possible should have been of approved make by MSEDCL, Head Office. A list of which is available on Mahadiscom site. If any contractor supplies material of make not included in the list, should procure/provide documentation of genuineness of the material to concerned Division.

32. The contractor shall have to give account of the material issued/utilized to him from time to time.

33. The contract or any parts thereof shall not subject to change without the permission of accepting authority or his authorized representative.

34. **OPENING OF TENDER:** - If possible the Company will open the Technical bid of the tender in the presence of the Tenderers representatives who choose to attend at tender opening date.

The Company will examine the documents under Technical Bid of tender in accordance with the document. If any of the documents under Technical Bid found to be not complying with the requirement of tender document or if EMD / Tender Fees are not paid; the tender will be considered as non-responsive and Commercial Bid of the corresponding tender will not be opened for further evaluation.

The responsive Tenderers of the Bid shall be notified by the employer to attend the opening of the Commercial Bid of the tender.

Tender determined to be substantially responsive, will be checked by the Company for any arithmetic errors. The Company will correct errors as follows – where there is a discrepancy between the amount in figures and in words or over written figures, the amount whichever is lower will govern.

The amount stated in the form of tender will be adjusted by the Company with above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the bidder does not accept the corrected amount of tender, his tender shall be rejected and the E.M.D. will be forfeited.

35. The Company reserves the right to accept or reject any or all tender(s) and to cancel the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers on the grounds for the Company's action.

The Company does not bind himself to accept the lowest or any bid, neither will any reason be assigned for rejection or part of tender. It is also not binding on the Company to disclose any analysis report on tenders / samples.

36. Company reserves the right to divide the work in numbers of parties if necessary.

The Company will award contract to the Tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offers lowest evaluated tender rate.

The Tenderer on his part binds himself to execute the works as mentioned in schedule "A" in part or whole at the option of Company.

Company reserves the right to allot the work either more or less than those specified in the tender as per actual requirement

37. If any of the minor deviation in submission of the documents under technical bid, the decision of the competent authority (Employer) will be final.

38. The Employer may extend the deadline for submission of bids by issuing an amendment. 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.

39. **Earnest Money Deposit:** - The Tenderer shall furnish, as a part of tender a Earnest money deposit (EMD) for the amount mentioned in the clause No. 4 (Page 1). The bid security shall, at the bidder's be in the form of a demand draft or and unconditional / irrevocable Bank Guarantee from any Nationalized/Scheduled Bank in favour of the Employer (Maharashtra State Electricity Distribution Company Limited), as stated in the Bidding Data. The format of the Bank guarantee is enclosed here.

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as nonresponsive.

The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.

The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required security deposit. No interest will be allowed on the Earnest money deposit.

The bid security may be forfeited in case of any of the following

- (a) If the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or
- (b) If the bidder does not accept the correction of its bid price, i.e. in case of discrepancy and or difference in the value between the quoted price in number and as expressed in words as a percentage above or below the estimated cost, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total price of the Bidder.
- (c) If the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices in competing for the contract; or
- (d) In the case of a successful bidder, if it fails within the specified time limit to:
 - (i) Sign the Contract Agreement, or
 - (ii) Furnish the required security deposit.

Earnest money deposit will be refunded to unsuccessful Tenderer on submission of original receipt after expiry of Tender validity period

40. The Tenderer shall have to pay be security deposit amounting @ 5% of the value of the order within fourteen days from the date of receipt of the order or before starting the work in the form of Cash or BG. Same will be refunded after 12 months from date of completion of guarantee period without interest.

36. The material to be supplied against this order must be of good quality and strictly in accordance with the specification given. If the material is found defective the same shall be replaced free of cost within fifteen days of receipt of intimation. If the defective material is not replaced within the specified period above, the Company shall recover an equivalent amount plus 15% supervision charges from any of the bill of the contractor.

39. The material to be provided against this order must be got approved from Concern Sub-Divisional Officer before providing at site. The same should be enclosed with the bill for documentary proof.

40. **Language of Bid:** - The bid all correspondence & documents, related to the bid, exchanged between the bidder and the employer shall be written in the English language.

41. If any discrepancy/objection found in the Tender documents regarding specifications etc, should be brought to the notice of this office before submission of Tender in writing. No objection will be allowed/ entertained once the bids are opened. The decision of undersigned will be final & binding on all.

42. In case of any conflicting instructions or in difference of opinion on any point or in case of dispute about the contract/work order, the decision of the undersigned will be final & binding on

you.

43. The contractor will have to execute and sign an agreement as per rules of MSEDCL on the stamp paper of Rs.500/- and will have to bear the stamp duty for the purpose if required.

44. The undersigned reserved the right to accept or reject any parts or all tenders without assigning any reason & to make any alteration / modification if necessary. Further the undersigned reserves the right to bifurcate the tender order & work to more than one contractor.

45. The jurisdiction of this contract is subject to Sindhudurg District court only.

46. The bidder has to quote the rate considering 60% quantum of the work in the event, the another two bidders accept the lowest rate for execution of work.

47. MSEDCL Tender general condition are applicable to this tender.

48. ELIGIBLE TENDERER: -

1. The tender is open to Experienced Electrical Contractors. Such Tenderers should meet the qualification as stipulated here under.

2. The Tenderer shall be Electrical Contractor who regularly executes works of similar nature as specified in Schedule 'A' and has adequate technical knowledge and work experience.

QUALIFICATION OF TENDERER: -

48.1 This invitation of tender is open to all eligible tenders.

48.2 Joint ventures are not allowed.

48.3 The intending tender 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 tender.

a. Attested copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of Attorney of the Authorised Signature of the tender to commit the Tenderer.

b. General Experience: - The Bidder should have executed either.

(i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or

(ii) Two work orders/contracts (denote executed only) together equivalent to at least 25% of the estimated cost of the tender, or

(iii) Three work orders/contracts (denote 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 (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered)

c. Information regarding any current litigation in which Tenderer is involved, the parties concern and disputed amount.

d. Net Worth : Positive net worth required

e. Photo copy of Valid Electrical Contractor License issued under the IE act 1965.

f. Insurance policy of manpower of 10 employee and list of T&P available.

g. Photo copy of PAN card.

h. Photo copy of Income Tax clearance certificate for previous two years.

i. Registration under GST is essential.

j. Registration under Labour laws as per relevant act.

k. Specific Experience: Generally 5 Km HT or LT such experience of maintenance or erection should have been within preceding 5 years.

L .Turnover : Average Annual Turnover of last 3 Financial Years

n.Duly signed tender document to be upload.

**Executive Engineer
MSEDCL., KUDAL DIVISION.**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
KUDAL, DIVISION.**

**TENDER NO. : EE/KDL/DIV/TECH/T-10 OF 2024-25
SAFETY PROVISIONS**

1. Adequate precautions shall be taken to prevent danger from electrical HT/LT line. 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 defense 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 proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

2. All necessary personal safety equipment as considered adequate by the Executive 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.

(a) Workers employed in mixing cement and lime mortars/concretes shall be provided with protective footwear, hand gloves and goggles,

(b) Those engaged in handling and material, which is injurious to eyes, shall be provided with protective goggles.

(c) Those engaged in welding works shall be provided with welder's protective eye shields.

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 its attachments, anchorage and supports shall conform to the following:-

(a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good and in working order.

(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from patent defects.

(b) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means.

4. 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.

5. 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.

6. 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 M.S.E.D.C.L fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

7. Notwithstanding the above provision 1 to 6, the Contractor is not exempted from provisions of other Act or Rule in force.

Insurance:- The Contractor/Society of un employed person shall undertake the insurance of all his persons during the entire period of contract or extended period of the same if necessary. Insurance policy from the insurance company Director of Insurance Govt of Maha. National Insurance company. MSEDCL is not responsible for any claims of your employee.

**Executive Engineer
MSEDCL. KUDAL Division.**

SAMPLE FORM
BID SECURITY (EMD) BANK GUARANTEE

TENDER NO. : EE/KDL/DIV/TECH/T-10 OF 2024-25

“The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**”

(To be executed on Rs.500/- non-judicial stamp paper)

WHEREAS M/s. _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **EE/KDL/DIV/TECH/T-10 OF 2024-25** for “The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**”

KNOW ALL MEN by these presents that We (_____ Name of Bank) having our registered office at _____ (hereafter called “the Bank”) are bound to Maharashtra State Electricity Distribution Company Limited, Maharashtra State, India (hereinafter called “the Employer”) in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are

- 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 _____ section _____ or
 - c. Fails or refuses to furnish the performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force for 150 days after the dead line for bid validity as per clause no. 3 of the instructions to Bidders or as the Employer may extend it, notice of which extension to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank.....

Address.....

Date.....

WITNESS

(Signature) Name And Address

**SAMPLE FORM
AGREEMENT**

This agreement is made at KUDAL on _____ Day _____ 2024 between M/s. _____ (herein after referred as '**The Contractor**' which expression shall unless excluded or repugnant to the context shall include its successor, or permitted assignees) on the part and the Maharashtra State Electricity Distribution Company Limited (herein after referred as '**Company**' to the context shall include its successor, or assignees) on their Part. Whereas the Executive Engineer, MSEDCL, Division Office, KUDAL invited tenders according to the powers delegated to him as per rules, for "The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**"

(herein after referred as '**The said work**') in accordance with the terms, conditions, specifications connected thereto and the contractor in response thereto has accepted the said work. The Executive Engineer, MSEDCL, Division Office KUDAL on behalf of the Company being the competent accepting authority and in pursuance thereto a contract is concluded with 'the contractor' on the terms and conditions specified in the Order bearing No. EE/KDL/DIV/T/No. _____ Date: _____ and more executively described in the tender and contract for works, and connected schedule thereto forming part of the tender document submitted by the contractor.

NOW THIS AGREEMENT IS WITNESSED AND IT IS HEREBY AGREED AND DECLARED AS UNDER

In considerations of the value of the contract of Rs. _____ (in words Rupees _____ only) as made out in the work order placed with him, the contractor hereby convents with the Company that he shall and will be and perform all works and things under the contract mentioned and described under the said specifications, and also which are implied that main reasonability be necessary for the due completion of the said contract within such time in such manner subject to the terms and conditions and stipulations contained and applicable in this contract and the Company shall arrange to pay the Contractor, in the Contract all the sum of money as and when they become due and payable to the Contractor under the provisions of this contract.

AND DECLARE FURTHER THAT

The Contract shall hereby undertake the said "The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**" Complete in its manner as more clearly described under the scope of work together with all ancillaries and connected work under this contract.

- 1) The contractor shall indemnify the Company from all claims against any injury caused to any person whether workmen or not, while in or upon the works or the site of the work and the Company shall not be bound to defend any claim brought under the 'Workmen's Compensation Act' and the contractor shall be solely responsible as per conditions of the contract.
- 2) And validity of this agreement shall stretch over the entire period of the said contract, including authorized / approved extension, if any from the date of its issue but it shall post-facto cease and be cancelled upon successful and satisfactory completion of the above said contract.

IN WITNESSES WHERE THE common seal of the contractor M/s. _____ (there into affixed on this day _____ of two thousand and Fifteen.)

Sign. & seal of the contractor

Witness

1. _____
2. _____

Executive Engineer,
M. S. E. D. C. Ltd., KUDAL Division.

INDEMNITY BOND

Whereas I / We are the contractors to the Maharashtra State Electricity Distribution Company Limited and the contract of "The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**" is ensured by the Company to us vide work order No. : EE/KDL/DIV/T/No. _____ dt. _____. We found ourselves to indemnify and make good any loss and all costs and expenses which may be incurred by the Company in respect of the said work in courses of handling and transportation and undertake that.

1. We shall make good any loss, shortage, damages to or destruction of the Company's property material / equipment during handling of same.
2. We shall make good the amount of loss within a period of one month from the date of report by the designated authority and further agree and authorize the Company in case of our default to so make good the amount of loss & to recover the loss of the case without any further notice to us, from our pending bill with the Company or from any other payment(s) due to us, including the security deposit placed with the Company in this or any other contract.
3. We shall indemnify and save the Company harmless at all the times from any loss; cost and consequences in respect of Company's property with their associated equipments entrusted to us for executing the works under contract and agree that any case of fault of failure on our part to discharge the above mentioned obligations. The Company shall in addition and without prejudice to its right of recovery provided wherein in our contract with the company on entitled not only to terminate the contract at our cost but also be held as liable and may take action against us.

IN WITNESS WE, M/s. _____ Have herein set out our hand on Maharashtra State Electricity Distribution Company Limited.
In presence of the Company representative.

Sign. & seal of the contractor

Witness

1. _____
2. _____

Executive Engineer,
M. S. E. D. C. Ltd., KUDAL Division.

MSEDCL

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.
O&M DIVISION KANKAVLI
Annexure -I
SCHEDULE "A"
PRICE BID OF THE TENDER AND DECLARATION**

The e-tender for HT line preventive maintenance work under **Kudal Sub-division under Kudal Division as per MSEDCL cost data 2023-24**

Tender No. EE/KDL/DIV/TECH/T-10 of 2024-25

To,
The Executive Engineer,
MSEDCL,
KANKAVLI.

Sir,

I have carefully gone through the Terms & Condition of the above mentioned Tender, the specification for the work and the rates adhere to the Tender documents

(Tender No.: EE/KDL/DIV/TECH/T-10 of 2024-25) For Kudal Subdivision.

I am ready to execute the work in the area specified in the Tender details on your Terms and Conditions as mentioned in the rates mentioned below.

1. At the same rates of Schedule Rate.
2. At _____ % below /above of MSEDCL cost data 2023-24.
3. All the Taxes are exclusive.
4. If Taxes are exclusive ,quote taxes specifically in %
 - a)
 - b)
 - c)
 - d)

Your's faithfully,
Stamp & Signature of Tender
Address of the Tender

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Straighting of PSC & RSJ Pole	PM.LTL &C.102	Number	995461	1		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	As per price bid	Price Section	Straighting of PSC & RSJ	As per price bid
2	Experience certificate	Technical Section	Straighting of PSC & RSJ	Experience certificate
3	GST Certificate	Commercial Section		GST Certificate