

EE/JSP/T-03/2024-25

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		20-06-2024 05:25:41
Tender Code	EE/JSP/T-03/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	“ E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle.”	
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	M P Avaghade , 7875769355 ,eejayasingpur@gmail.com	
Pre-Qualifying Req	As per Bid	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Jaysingpur Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Jaysingpur	
Bid Opening Address	Jaysingpur	
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	21-06-2024 10:00	
Tender Sale End Date	30-06-2024 23:00	
Bid Start Date	21-06-2024 11:00	
Bid End Date	30-06-2024 23:55	
Pre-Bid Meeting Date		
Techno-Commercial Bid opening on	01-07-2024 11:00	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	NA	
Winner Selection Date	Will be declared later	

Can Bidder Opt EMD Exemption	N
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Maharashtra State Electricity Distribution Company Ltd.

**“ E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and
other allied works under Jaysingpur Division of Kolhapur Circle.”**

TENDER NO. EE/JSP/T-03/2024-25



BID DOCUMENT

**INVITATION &
INSTRUCTIONS TO BIDDERS**

Volume I of II

**EXECUTIVE ENGINEER
JAYSINGPUR DIVISION**

EE/JSP/T-03/2024-25
**Maharashtra State Electricity Distribution
Company Ltd.**

BID DOCUMENT

Contract for “E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under **Jaysingpur Division of Kolhapur Circle.**”

Tender Name.: **EE/JSP/T-03/2024-25**

Volume 1: Invitation and Instructions to Bidders

Consisting of Invitation for Bids

Section 1: Instructions to Bidders

Section 2: Bidding Data

Section 3: Sample Forms: Bid Security; Letter of Assured Line of

Credit; Letter of Acceptance; Contract Agreement;

Performance Security; Application for Payment

Section 4: Form of Technical Proposal & Appendix to Technical Proposal

Section 5: Schedules

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Sr. No.	Tender Details	
1	Tender Number*:	EE/JSP/T-03/2024-25
2	Tender Name*:	E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle."
3	Tender Type*:	Two bid system
4	Tender Budget Type*:	O & M Budget 2024-25
	Brief Description of Work*:	For work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle."
5	Office Type*:	Division
6	Office Location*:	JAYSINGPUR
7	Estimated Cost (Rs.):	Rs. 10 Lakh
8	Scheme Name:	O & M
9	Scheme code	-
10	Tender Fee (Rs.)*:	Rs.1000/- + GST @18% = Rs. 1180/-
11	EMD (Rs.)*:	Rs.10000/-
12	Sale Opening Date*:	21.06.2024
13	Sale Closing Date *:	30.06.2024 at 23;00 Hrs
14	Pre-bid Date :	27.06.2024 at 11.00
15	Submission Closing Date*:	30.06.2024 at 23.00 Hrs
16	Submission Closing Time time 24 hrs format	30.06.2024 at 23.00 Hrs
17	Technical opening Date & Time	01.07.2024 at 11.00 if possible
18	Commercial opening Date & Time	Will be informed later.
	Contact Details	
19	Name*:	Mrs. M. P. Avaghade
20	Contact Email*:	eejayasingpur@gmail.com
21	Contact Phone*:	7875769355
22	Designation*:	Add. Executive Engineer
	Location	JAYSINGPUR division
23	Tender Purchasing Office Address*:	Office of the Executive Engineer, MSEDCL, Shirol Wadi Road, JAYSINGPUR.
25	Tender Opening Address*:& Pre-Bid Address:	Office of the Executive Engineer, MSEDCL, Shirol Wadi Road, JAYSINGPUR.

SECTION 1: INSTRUCTIONS TO BIDDERS

INVITATION FOR BIDS

1. Maharashtra State Electricity Distribution Co. Ltd. invites online bid from experienced, reputed registered electrical contractors for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under **Jaysingpur Division of Kolhapur Circle.** (As per MSEDCL specification).as defined in the bid document.

Bid Number	District	Division	Completion Period	Estimated Cost (Rs. Lakhs)
EE/JSP/T-03/2024-25	Kolhapur	JAYSINGPUR	6 Months	10.00 Lakhs (excluding GST)

2. Bid Security:-

- 1 The Bid Security shall have to be submitted in original in the form of a demand draft 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 from any Nationalized / Scheduled bank in favor 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.
- 2 The Bid Security shall be provided in the prescribed format of specified amount for **Rs.50,000/-** (i.e. 5% of value of contract)
- 3 ***Bid issue & Receipt by Employer:-***
- 0 Bid document can be obtained from Company's website i.e. on <https://etender.mahadiscom.in/eatApp> 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 -2 (L-2)&Lowest-3(L-3) & above bidders immediately after opening the price bid & bid security of remaining bidders(i.e. L1BIDDERS) shall be returned only after awarding the contract to the lowest bidder and immediately after submitting security deposit by lowest bidder.
 - a. Request for sending bid documents by Post will not be entertained.
 - b. 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:
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.
4. 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.**
5. **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.**
6. Alternative Bids will not be considered.

**Executive Engineer O & M
Division, MSEDCL,
JAYSINGPUR**

SECTION -1
INSTRUCTIONS TO BIDDERS
CONTENT

Clause No.	Description
A	
1	Scope of Bid.
2	Eligible Bidders.
3	Qualification for Bidders. General
4	One Bid per Bidder.
5	Cost of Bidding.
6	Site Visit
B	Bidding Documents.
7	Content of Bidding Documents.
8	Clarification of Bidding documents.
9	Amendments of Documents.
C	Preparation of Bids.
10	Language of Bid.
11	Documents comprising Bid.
12	Bid Prices.
13	Currencies of Bid and Payment.
14	Bid Validity.
15	EMD
16	Alternative Proposals by the Bidders.
17	Format and signing of Bids.
D	Submission of Bids.
18	Sealing and Marking of Bids.
19	Deadline for Bid submission.
20	Late received Bids.
21	Modification and Withdrawal of Bids.
E	Bid opening and Evaluation.
22	Bid opening.
23	Process to be Confidential.
24	Clarification on Bids.
25	Examination of Bids and Determination of Substantial Responsiveness.
26	Correction of Errors.
27	Prohibition for Post tender correspondences.
F	Award of Contract.
28	Award Criteria.
29	Employer's right to accept or Reject, any or all Bids.
30	Notification of Award.
31	Performance Security.
32	Contract Agreement.
33	Time: The Essence of Contract.
34	Jurisdiction.
35	Other Important General Terms.
36	Bankruptcy
37	Notices
38	Details: Confidential
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INSTRUCTIONS TO BIDDERS

A. GENERAL

1. The Executing Agency, (also referred to as “the Employer” or “Purchaser” in these documents) invites sealed bids from eligible bidders for E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets & and other allied works under **Jaysingpur Division of Kolhapur Circle.** (As per MSEDCL specification) as defined in the bid document.

- **No Joint venture will be considered to this office.**
- **No extra time will be extended for submission of bid. Bidders are instructed to submit bids within given time period only.**

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 **JAYSINGPUR Division under Kolhapur circle** as per the detailed work order of the respective division Executive Engineer.

1.1.3 The successful bidder will have to complete the works within 6 months from date of LOA.

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:-**

This bid is open to all bidders having electrical contractors & other required documents as mentioned under clause 3.0

3.0 **Qualification of the Bidder(for Individual Bidder)**

3.1 This invitation for Bid is open to eligible bidders. The bidder should have at least 2 years' experience as a prime contractor in the construction of works of similar nature and complexity to that required under this contract. The bidder shall be an established organization having minimum 3 years' experience in **Repair of 11 KV A.B. Switches** at site work.

3.2 The bidder shall fulfill following requirements:

1. Specific Experience : The bidder should have experience Generally, 15 % of the total parameters involved/covered under tender i.e **Repair of 11 KV A.B. Switches** at site work in M.S.E.D.C.L only and such experience should be within preceding 3 years (**i.e. FY 2021-22, 2022-23 & 2023-24**). Attested copies of work orders with completion certificate certified by not below the rank of Executive Engineer should be submitted, failing which, their experience claims will not be considered for evaluation. (On-Line Only).
2. General Experience: The bidder should have executed either
 - (i) One work order/contract i.e. **Repair of 11 KV A.B. Switches** site work (denotes executed only) equivalent to at least 20% of the estimated cost of the tender in M.S.E.D.C.L only or
 - (ii) Two work orders/ contract i.e. **Repair of 11 KV A.B. Switches** (denotes executed only) together equivalent to at least 25% of the estimated cost of the tender in M.S.E.D.C.L only or
 - (iii) Three work orders/contracts i.e. **Repair of 11 KV A.B. Switches** (denotes executed only) together equivalent to at least 30% of the estimated cost of the tender in M.S.E.D.C.L only, during the last preceding Three financial years (**i.e., 2021-22, 2022-23 & 2023-24**) (Bidder should note, that

the actual value of works executed during preceding Three financial years mentioned herein shall only be considered)

3. **NetWorth:** Networth Should be positive for F.Y. 2021-22, 2022-23 & 2023-24.

4. **Turnover:** Average annual turnover of last 3 Financial years (FY 2021-22, 2022-23 & 2023-24) should be 30 % of Estimated cost. The bidder shall enclose a copy of the turnover certificate certified by the Chartered Accountant.

5. Tender document digitally signed and duly complied.
6. Tender form fee M.R. receipt of the same is to be submitted.
7. E.M.D shall be paid in the form of a Demand Draft or an unconditional Bank Guarantee from Nationalized / Scheduled Bank in favour of the employer.
8. Valid Electrical Contractor License Copy is to be submitted.
9. Work experience complication successfully Certificate is to be submitted.
10. GST Certificate is to be submitted
11. EPF Registration Certificate is to be submitted if applicable.
12. Professional Tax Registration Certificate is to be submitted if applicable.
13. Copy of PAN Card is to be submitted.
14. Last 3 year Income Tax return is to be submitted (2021-22, 2022-23 & 2023-24)
15. Copies of original documents defining the Annual Turn Over, Financial Status, Financial resources 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 is to be submitted.
16. **The Bidder has to provide samples to this office for checking Quality of Materials such as Male contact , Female Contact , Back Connector , Flexible Jump (weni) , Chimta , used for this tender work , before due date of Opening of Commercial Bids. Otherwise, the bidder will be disqualified in Technical Bid itself.**

3.3 **Qualification of the Bidder (For Joint Venture)** No Joint venture is allowed to this tender.

- 3.4 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.
- 3.5 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.
- 3.6 Whenever works defined comprise the work of repairing of 11 KV AB Switches & D.O fuse sets & other allied works as defined in the bid document, on **"Turnkey basis"**, the Contractor must provide details of actual execution of such works.

4.0 **One Bid per Bidder**

Each bidder shall submit only one bid for project either by himself.

5.0 **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.

6.0 **Site Visit**

6.1 The bidder is advised to visit and examine the sites of Works and their surroundings and obtain for himself, at his own risk & cost, all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the Sites shall be at the bidder's own expense. The sites selected may vary due to the encumbrance at present installation to the Employer. The changes/variations of any of proposed sites would not confer right for the extra additional claims.

6.2 The Employer will not entertain any claim at any stage from the bidder on the plea of having

himself not acquainted sufficiently to the site conditions.

B. BIDDING DOCUMENTS

7.0 Content of Bidding Documents

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

Invitation for Bids

Section 1: Instructions to Bidder

Section 2: Sample Forms of Bid, Qualification information Letter of Acceptance, Securities, Contract Agreement, EMD, Bank Guarantee Performance Security, and Payment Application & Joint Venture.

Section 3: Conditions of Contract.

Section 4: Contract Data.

Drawings

- 7.2** Bidders shall have to submit all the bidding documents, completely filled in and signed with seal in token of acceptance, as applicable, without deviating from the format and content.

- 7.3** The Bidder is expected to examine all instructions, terms and conditions, forms and specifications in bidding document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof.

- 7.4** Further, failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bidding document in any respect will be at the bidder's risk and may result in the rejection of his bid.

8.0 Clarification of Bidding Documents

- 8.1** 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.

- 8.2** 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.

- 8.3** 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.

- 8.4** 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.

- 8.5** a) Name of Bidder and contact person
b) Detailed address; and Telephone No.

9.0 Amendment of Bidding Documents

- 9.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

- 9.2** 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.

- 9.3** 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

10.0 Language of Bid

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

11.0 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 above, be completed and submitted by Bidders in accordance with these instructions.

12.0 Bid Prices

12.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as **the Works**, as described in Section 1 of this volume I.

12.2 The bidder shall fill in the rate for all the activities (as per description in the schedule, drawings, and specifications) in the Schedules. The price quoted by the Bidder shall be inclusive of all costs towards Design, Engineering, Supply, Inspection, Transportation, Receipt and storage at site, Erection, Testing and Commissioning and clearance from Electrical Inspector, Clearance from other Govt. Semi Govt. departments etc. for the work covered under the bid. However the fees towards inspection of the Electric Inspector & fees towards clearance from other govt. Semi Govt. departments etc. will be paid by the bidder.

12.3 The Bid price shall include all taxes except GST. GST will be applicable as per Govt rule. Other taxes, fees, cesses, deposits etc. whatsoever, and the Employer shall not be liable for payment for any such taxes and duties as may be applicable as per Indian Law. All statutory duties taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be indicated equipment / material wise separately in details in the Bid submitted by the bidder. The bid price shall include the cost of charges for obtaining any permit or license.

12.4 Discount offered, if any shall be prominently indicated on the Bid Form.

12.5 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.

12.6 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.

12.7 The new installation erected under this tender should be insured at the cost of the tenderer as per the Govt. of Maharashtra decision, with the Directorate of Insurance Maharashtra State, Mumbai-51

12.8 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.

13.0 Currencies of Bid and Payment

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

14.0 Bid Validity

14.1 Bids shall remain valid for a period of 90 days after the deadline for bid submission

14.2 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. 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.

15.0 EMD (Bid Security):

15.1 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 30 days after the deadline for bid validity.**

15.2 Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer.

0.3 EMD shall be returned to the Lowest -2 (L-2) & Lowest-3(L-3) & above bidders immediately after opening the price bid & EMD of remaining bidders (i.e. L1 BIDDERS) shall be returned only after awarding the contract to the lowest bidder and immediately after submitting security deposit by lowest bidder.

0.4 The EMD of the successful bidder will be discharged immediately when the bidder has signed the

Agreement and furnished the required performance security.

0.5 EMD exemption applicable as per prevailing circulars if applicable.

0.6 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.

16.0 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.

17.0 Format & Signing of Bid

17.1 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 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.**

17.2 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

18.0 Sealing and Marking of Bids.

18.1 The bid shall be submitted online

18.2 Bid shall be submitted online in two procedures as stated below:-

1. EMD (Sample Form C), Bid form (Sample Form A), copy of the receipt of the purchase of the bid, Authorization in favour of the signatory, including other relevant authorization signature as required under the bid document and joint venture agreement. Sample form 'B' & qualification requirement Mentioned in Bidding documents and Self declaration in form "H".

2. Commercial offer including price activity schedule and other relevant information in accordance with the requirement of the bid document.

19.0 Deadline for Submission of Bids

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.

20.0 Late Bids

Late Bids will not be admitted at any cost & decision of undersigned will be final.

21.0 Modification and Withdrawal of Bids...

The undersigned has full power for modification, withdrawal & bidder is binding to accept these modifications.

21.1 Rejection & Cancellation of Tender...

The Tender inviting authority i.e. Executive Engineer in behalf of superintending engineer, Kolhapur has a full power to reject or cancel the Tender without any reason & prior intimation to bidders. Any Dispute regarding Tender the jurisdiction of Court will be Kolhapur only

E. BID OPENING AND EVALUATION

22.0 Bid Opening

- 22.1 The Employer will verify the pre-requisite documents of the bids required for qualifying,** including its modifications made pursuant to Clause 21, in the presence of the bidder's representatives who choose to attend at Scheduled date time or Schedule date time if changed by notification. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.2** 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.
- 22.3** The Employer will examine the pre-requisite documents of the bid in accordance with the requirements with the bid document. **If any of the documents is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive & the corresponding commercial bid will not be considered.**
- 22.4** The responsive bidders shall be notified by the Employer to attend the verification of the commercial offer including price activity schedule and relevant information in accordance with the requirement of the bid documents.
- 22.5** The procedures stated in clause No.22.1 to 22.4 shall be followed for opening of the Envelope-II of the bid s, including modifications made pursuant to Clause21.
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.

23.0 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.

24.0 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 Clause26.

25.0 Examination of Bids and Determination of Substantial responsiveness.

- 25.1** 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.
- 25.2** 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.
- 25.3** 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.

26.0 Correction of Errors

- 26.1** 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.**
- 26.2** 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).

27.0 Prohibition for Post tender Correspondence.

- 27.1** 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.

- 27.2 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.

28.0 Award Criteria

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.

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

- 29.1 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.
- 29.2 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.

30.0 Notification of Award

- 30.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Such letter of Acceptance will be deemed to have been accepted if not otherwise specifically acknowledged by the Contractor within 7 days from date of receipt.
- 30.2 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.
- 30.3 The successful Bidder shall execute contract agreement as per the Performa attached
- 30.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

31.0 Performance Security

- 31.1 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 G in the form of an unconditional & irrevocable bank guarantee issued by Nationalized & Schedule Bank only for an amount equivalent to Five percent (5 %) of the Contract Price.**
- 31.2 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.**
- 31.3 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.

32.0 Jurisdiction

- 32.1 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 Kolhapur of Maharashtra.
- 32.2 The Indian Law shall govern the contract.

33.0 Agreement

- 32.1 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.

34.0 Time: The Essence of Contract

- 34.1 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.

35.0 Other Important General Terms.

35.1 Effective and jurisdiction of contract:-

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

35.1.2 Patent Rights and Royalties:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, 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.

35.2 The Contractor shall be responsible for the observance by his sub-Contractors for forgoing.

35.3 **Workmanship and Materials:**

35.3.1 The Plant and/or the work shall be manufactured, constructed, provided, put in possession. Carried out and maintained in all respects with workmanship and material of the best and most substantial and approved qualities to the entire satisfaction of Engineer, who may reject any plant, apparatus, material or workmanship which shall in his opinion be defective in quality and such rejection shall be final and binding on the Contractor. The Contractor shall at his own expense provide all materials, labour, haulage, tools, tackles, apparatus and all things necessary to execute and complete the work and the plant in the manner aforesaid.

35.3.2 All materials used shall be of high grade, free from defects and imperfection, recent manufacture and unused. The materials shall conform to the relevant standard specifications accepted and approved.

35.4 **Security:**

The Contractor shall have total responsibility for all equipments and material in his custody stored, loose, semi assembled and /or erected by him at sit. The Contractor shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave work site only with the written permission of Engineer in prescribed manner. It shall be responsibility of Contractor to arrange for the security till the works are finally taken over by the Engineer.

35.5 **Guarantee:**

35.5.1 The Contractor shall guarantee that the equipments/materials will be new and in accordance with the contract documents and will be free from defects in material and workmanship for a period of **2years** from the **date of final acceptance of the works** by the employer. Any defects developed due to defective materials and / or workmanship during testing and commissioning of the equipments or during the guarantee period of 2 years from the date of final acceptance of works by the employer shall be rectified or made good by the Contractor at his own cost. The contractor's liability shall be limited to repair/replacement of any defective part in the equipment of his own manufacture or those of his sub-Contractor and arising from faulty design, materials and / or workmanship. All costs for the repair and / or replacement of defective parts such as dismantling, re-erection, supply, transportation, etc shall be to the account of contractor.

35.5.2 No repairs or replacement shall normally be carried out by the Engineer when the plant is under supervision of Contractor's supervisor. In the event of an emergency, where, in the judgment of Engineer, delay would cause serious loss or damage, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event of such action taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the contract.

35.5.3 If it becomes necessary for the Contractor to replace or renew any defective portion of the plant under this clause, **the provision of this clause shall apply to the portion of the plant so replaced or renewed until the expiry of 2 years from the date of such replacement or renewal.**

35.5.4 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligation under this clause.

35.5.5 If at any time during the guarantee period, it shall appear to the Engineer that any work has

been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer, notwithstanding the fact that the work or materials or articles complained of may have been inadvertently passed, certified and paid for the Contractor shall be found forthwith to rectify, to remove and reconstruct the work so specified in whole or in part, as the case may require, if so required to remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost.

35.5.6 In the event of Contractor failing to remove the defect within time specified by the Engineer, the Employer may proceed to undertake the removal of such defect at the Contractor's Cost and Risk, without prejudice to any other rights and recover the same from performance bank guarantee / other dues.

35.5.7 The Contractor shall promptly provide adequate staff at sites during guarantee period to attend to defects, if any.

36 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 is business under a receiver for the benefit of its creditors or any of them, the Employer shall be a 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.

37 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 accompany 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.

38 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 Superintending Engineer, MSEDCL, Kolhapur Circle and subject to terms and conditions as he may prescribe.

39.0 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**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
	Application for Qualification
Form "A"	Bid Form.
Form "B"	Qualification information.
	Annual Turnover
	Financial Resources
	Financial Status
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.

Application for Qualification

Date:

Name of Contract : Work of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under Jaysingpur Division of Kolhapur Circle." (As per MSEDCL specification)

Contract No : EE/JSP/T-03/2024-25

To: Superintending Engineer O&M Circle

Maharashtra State Electricity Distribution Co. Ltd.

Dear Sir,

We, the undersigned, herewith submit our application for qualification for the referenced contract for the Work of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under Jaysingpur Division of Kolhapur Circle." (As per MSEDCL specification)

We hereby declare the following:

- (a) We have examined and have no reservations to the Bidding Document and the Qualification Criteria set forth under Clause 2 of section 1 of the bidding document.
- (b) We confirm that our bid is fully complying with the bidding document without any deviation. We are fully aware that conditional bid will not be accepted by the Employer.
- (c) Our Technical Proposal includes all the details of qualifying criteria
- (d) Our offer is valid for a period of 90 days from the date of opening of technical bid.
- (e) We, including any subcontractors or suppliers for any part of the contract resulting from this application, have not been declared ineligible by the MSEDCL, World Bank, Asian Development Bank or any State within India.
- (f) We are submitting only one Bid.
- (g) We have filled in and submitted Schedules I to XII. We certify that the information provided in the accompanying Schedules and the Annexure thereto is complete and accurate, and that we understand that any misrepresentation of facts will be grounds for rejection of our Bid.
- (h) We understand and accept that, you are not bound to accept any bid that you may receive, and that you may reject any or all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder or any obligation to inform the bidder of the grounds for the Employer's action.

In connection with our Bid, we hereby grant MSEDCL the authority to seek references from our Bankers whose details are given below to the extent required to confirm the information that we have provided in enclosed schedules.

Name :-

In the capacity of :- .

Signed :-

Duly authorized to signed the application for & on behalf of :-

SAMPLE FORM – A**Bid**

BIDNO. _____

Form

For Project. _____

(On Bidder's Letterhead)

Name of the Project and identification No. _____

To,

The Executive Engineer
M.S.E.D.C.L, O & M Division,
JAYSINGPUR-416101
Maharashtra.

GENTLEMEN

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree to the repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle.** as defined in the bid document as defined in the bid document, on **"Turnkey basis"** 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 clause 32 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 _____ 2024.

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.)

SAMPLE FORM - B
(On 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

Total annual volume of Works performed in last Three years	Years	Turnkey *	Construction **
	1	2	
	2021-2022		
	2022-2023		
	2023-2024		

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 partial of Turn Key is the summation of all the amounts for which bills are claimed for the executed works including supply, erection and upto 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 partial 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)

IV)

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)

IV)

1.10 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-Clause3.2(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& such experience should have been within proceeding 3 three Year		
B) Two orders equal to 25% of tender value& such experience should have been within proceeding 3 three Year		
C) Three orders equal to 30% of tender value& such experience should have been within proceeding 3 three Year		

Please attach documents in supporting of 1.13.

2.0 FOR JOINT VENTURES

Not Applicable for this tender.

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 Defend in the Annexure ‘B’ of Volume II to be supplied are produced in (Name of the eligible source company (manufacturer)) & are confirming 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:

Name of Co.

Place:

Address

Annual Turnover (To Demonstrate Compliance to ITB Sub-Clauses 5.1(b))

Bidder's Legal Name: _____

The Bidder must fill in this form

Annual Turnover Data for the Last 3 Years	
Year	Single Bidder (Rs. Crores)
FY 2021-22	
FY 2022-23	
FY 2023-24	
Three Year Turnover (Each Firm)	
Total Cumulative Turnover (All Firms Together)	
<ol style="list-style-type: none"> 1. The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed. 2. The Bidder shall submit audited financial statements/ balance sheets in support of its claims. 3. This Schedule X and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant. 	

Financial Resources

(To Demonstrate Compliance to ITB Sub-Clauses 4.1 (i) and 4.3)

Bidders, shall specify proposed sources of financing such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in Sub-Clause 5.1(i), 5.3 of Section 1, Instructions to Bidders. Bidder shall provide documentary evidence of the availability of such financing as may be necessary to support its claims.

Bidder's Legal Name:

Each Bidder must fill in this form

No	Source of Financing	Approved Line of Credit (Rs. Lakhs)	Amount Utilized and/ or Committed (Rs. Lakhs)	Balance Available for the Project (Rs. Lakhs)
1				
2		-	-	
3				
4				
5				
6				
7				
8				
	Total, All Sources			
➤ This Schedule X and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant.				

Financial Status

(To Demonstrate Compliance to ITB Sub-Clauses 4.1 (h), (i), (g) and (h))

Bidder's Legal Name: M/s

Each Bidder must fill in this form

	Financial Data for Previous 3 Years		
	Year 1: FY 2021-22 (Rs. Lakhs)	Year 2: FY 2022-2023 (Rs. Lakhs)	Year 3: FY 2023-2024 (Rs. Lakhs)
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current			
5. Profits Before Taxes			
6. Profits After			
7. Unutilized Lines of	Information Not Required	Information Not Required	
8. Net Worth #			
9. Available Working Capital ** [= 2 - 4] + [7] **	Information Not Required	Information Not Required	
<p>Attached are copies of the audited financial statements/ balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> ➤ All such documents reflect the financial situation of the Bidder, and not sister or parent companies ➤ Historic financial statements must be audited by a certified Chartered Accountant. ➤ Historic financial statements must be complete, including all notes to the financial statements ➤ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). ➤ Auditor shall provide full details which illustrate how the Current Liabilities have been calculated, using the International Accounting Standards as a basis for such calculations <p>** In order for the Employer to take the Bidder's available lines of credit into consideration for assessing the Available Working Capital, the Bidder is required to complete Schedule X and provide satisfactorily documentation in support of its claim. If applicable, the Bidder may provide a letter of guarantee from a recognized Bank which states that it is willing to provide a dedicated revolving line of credit to the Bidder for exclusive use for the Project if the Bidder is successful in its bid and selected for award of contract, on the understanding that the Employer is not obligated to take this into consideration during evaluation.</p> <p># Net worth to be calculated as defined in sub-clause no. 5.1(h).</p> <p>This Schedule IX and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant</p>			

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

(To be executed on Rs.200 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 under **JAYSINGPUR 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 _____ 2023.

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" ,for repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle." as defined in the bid document .as defined in the bid document on, "**Turnkey basis**" for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is here by 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)

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

This agreement made....th Day ofBetween **The Executive Engineer, Maharashtra State Electricity Dist. Co. Ltd., JAYSINGPUR Division** (herein “the Employer” of the one part) and (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. for repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle.**”(As per MSEDCL specification).

Repairing and Maintenance work of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle.**”(As per MSEDCL specification).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.....) (herein after “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.
 - a) All Bid document
 - 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 defectsthereininconformityinallrespectswiththeprovisionsoftheContract.
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 by for and
on behalf of the Employer**

**Signed by for and on behalf of
the Agency**

in the presence of

in the presence of

SAMPLE FORM - F**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 Division, JAYSINGPUR

WHEREAS M/s ----- (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for, repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle.** (As per MSEDCL specification). 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 sums 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
Division, JAYSINGPUR

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 which ever 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 and agree with all the terms and conditions mentioned thereof.

Signature

Name & designation

Date:

Name of Co.

Place:

Address

SECTION 3

CONDITIONS OF CONTRACT

A. GENERAL

- 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 of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle.** (As per MSEDCL specification). 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 **Superintending Engineer, Kolhapur Circle.** 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.
- 1.9 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 tender.
- 1.12 The Employer / Purchaser** is **The Executive Engineer, Maharashtra State Electricity Distribution Company Ltd, O & M Division, JAYSINGPUR** 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 Superintending Engineer, Maharashtra State Electricity Distribution Company Ltd, O & M Circle, **Kolhapur.**
- 1.13 The Executive Engineer MSEDCL JAYSINGPUR 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, for effective implementation of the project.
- 1.15 Site In charge / in charge** is a person authorized by the Employer for the purpose of supervision and implementation of contract terms for the works covered under the contract.
- 1.16 Construction Equipment** is the Contractor's machinery and vehicles brought temporarily to the site to construct the Works.
- 1.17 Plant** is any integral part of "the Works" which is to have a civil, mechanical, electrical, electronic or chemical function.
- 1.18 The Site(s)** is/are the area (s) defined as such in the Contract Data for execution of works & includes contractor's site store.

- 1.19 **The start Date** is the date of execution of Contract Agreement. It does not necessarily coincide with any of the Site Possession Dates.
- 1.20 **Specifications** mean and include collectively all the terms and stipulations contained in the bid document including the conditions of contract, Technical Provisions and Annexure thereto and list of correction and amendments.
- 1.21 **A sub-Contractor** is a person or corporate body who has a contract with the Contractor to carry out apart of the work in the Contract ,which includes work on the Site.
- 1.22 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor including Temporary electric supply and water charges at his own expenses which are needed for construction , installation , Testing and Commissioning of the Works.
- 1.23 **A Variation** is a modified instruction given by the Employer , which varies “The Works”.
- 1.24 **The Works** means design, shop test, supply, transport, construction, Erection, Testing and commissioning of transmission, sub-transmission distribution lines Dist. Transformers except supply of distribution transformers and street light connections 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. 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.

7.0 Assignment And Subletting Of Contract

- 7.1 The Contractor shall not assign the Contract or any part there of or any benefit or interest there in 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.
- 7.4 The engineer shall have the right to obtain from the Contractor any agreement in writing entered into by the Contractor with any of his sub-Contractors or any purchase orders placed for supplies and services in respect of the works included in the Contract provided that the Contractor shall not be bound to disclose the sub Contract value. The Contractor shall supply the engineer with full technical and commercial details of orders placed on his sub-Contractors. The technical specification of all the items ordered on sub-Contractor shall be subject to the approval of engineer.

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

- 9.1** 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) The new installation erected under this tender should be insured at the cost of the tender as per the Govt. of Maharashtra decision, with the Directed of insurance Maharashtra State, Mumbai - 51
- b) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
- c) 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
- d) Full cover against theft and damages to the Works and materials during storage and construction.
- e) If insurance policy is not taken , 1% penalty will be deducted through bills.

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.

12.4 Both parties are to comply with any conditions of the Insurance policies.

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 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.

17.0 Approval of the Contractor's Temporary Works

18.0 Safety

18.1 Works and Safety Regulations:

18.1.1 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 Contractor's 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 instructions 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.

18.1.2 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.

18.2 Electrical Safety Regulations

18.2.1 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.

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

19.0 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.

20.0 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.

21.0 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.

22.0 Instructions

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

23.0 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 **Kolhapur** of Maharashtra. The Indian Law shall govern the contract.

24.0 Prohibition For Post Tender Correspondence

24.1 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.

24.2 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. TIMECONTROL

25.0 Extension of the Completion Date

25.1 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.

- 25.2 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.

26.0 ***Delays Ordered by the Employer***

The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

27.0 ***Management Meetings***

- 27.1 Employer may instruct the contractor for a management meeting to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 27.2 The Employer is to record the business of management meetings and is to provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by The Executive Engineer, M.S.E.D.C.L., O & M Division, JAYSINGPUR, either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

28.0 ***Early Warning***

- 28.1 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.

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

C. **QUALITYCONTROL**

29.0 ***Identifying Defects***

The Employer is to check the Contractor's work and to notify the Contractor of any Defects, which he notices. Such checking does not absolve the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work, which the Employer considers, may have a Defect.

30.0 ***Tests***

The contractor has to submit all the type test reports & routine/ acceptance test certificate required in terms of Technical Specifications.

31.0 ***Correction of Defects***

- 31.1 The Employer is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Liability Period, which begins at Completion of "the Works" or its sub-items and extends up to 365 days thereafter.
- 31.2 Every time notice of Defect is given, a Defects Correction Period for the notified defect begins. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the DefectsCorrectionPeriodis60daysasstatedintheContractData.
- 31.3 The Contractor is to correct defects which he notices himself before the end of the Defects liability period.
- 31.4 The Employer is to certify that all Defects have been corrected when all known defects have been corrected. If the Employer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Completion Date or both. If the Employer accepts the quotation, the corresponding change in the Contract Data is a Variation.

32.0 **Uncorrected Defects after Completion Date**

- 32.1 After Completion date, the Employer may arrange for third party to correct a Defect if the Contractor has not corrected it within the Defects Correction period.
- 32.2 The Employer is to give the Contractor at least 28 day's notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within this notice period, the Employer may have the Defect corrected by the third party. The cost of the Correction will be to the contractors account & it will be deducted from the balance payment due to the Contractor.
- 32.3 Employer will carry out such work in the event of emergency and situation so demands and will inform to Contractor accordingly and will recover/deduct cost of such work done.

D. **COST CONTROL**

33.0 ***Activity Schedule***

34.0 ***Changes in Activity Schedule***

35.0 ***Cash Flow Forecast***

36.0 ***Payment Terms***

- 36.1 AllpaymentduetotheContractorshallbepaidonlyby'AccountPayee"cheque.

- a) The payment will be made in reasonable time as per contract orders issued for of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under Jaysingpur Division of Kolhapur Circle."(As per MSEDCL

specification). Retention of 5% as covered under clause 46 below.

- b) 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.
- c) 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 borne by the Contractor.
- d) 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.
- e) ***The measurement entered in "Measurement Books" and bills prepared shall be signed and dated by both the contracting parties.***
- f) 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.
- g) 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 later date by the Engineer.
- h) 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.
- i) The Employer shall make the payment for the works direct to the Contractor.

36.2 The value of work completed includes the valuation of Variations, deductions towards advance & Retention.

36.3 The Executive Engineer, M.S.E.D.C.L., O & M Division, JAYSINGPUR 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.

38.0 Mode of Payment

38.1 The Executive Engineer, M.S.E.D.C.L., O & M 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, as per availability of funds and chronologically. No interest is payable by the Employer for period exceeding as stated above.

38.2 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.

39.0 Retention

39.1 The Employer will retain 5 % from each payment due to the Contractor as stated in the Contract Data.

39.2 Immediately after completion of the whole of the Works and on submitting all operation and Maintenance Manuals, the total amount retained will be repaid to the Contractor

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 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 the 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 thereof.
- b) On review of the performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.

48.2 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 here under.

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 provisions of the contract including technical requirements, 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.

49.0 Documentation

49.1 M/S _____ shall submit copies of drawings / other documents to Employer as mentioned below: technical

- a) Drawings for approval – not applicable
- b) Final Drawings copies of final/as-built drawings along with 1- set in Pen Drive/CD in AUTOCAD Package.
- c) Schedule of O & M manuals
- d) Schedule of Key Personnel
- e) Site investigation data

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.

51.0 Property

All materials on the Site, Plant, and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the property of the Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

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:
 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 _____ the Division /Subdivision.
 17. Technical Specifications and Drawings are available at Mahadiscom website i.e. www.mahadiscom.in
 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 is Rs. _____ (MSEDCL TO DEFINE)
 21. The minimum insurance coverage for the physical property during storage and construction is 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 arbitrate on procedures shall be used: Indian Arbitration Act 1940
 25. Place, where the arbitration will take place, will be _____ city.
 26. The proportion of payments retained is 5% 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.
 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.
-

**Executive Engineer,
Maharashtra State Electricity Distribution Co. Ltd.
O & M Division, JAYSINGPUR**

Maharashtra State Electricity Distribution Company Ltd.

“ E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets & other allied works under Jaysingpur Division of Kolhapur Circle.”

TENDER NO.EE/JSP/T-03/2024-25



PRICE BID

Volume II of II

EXECUTIVE ENGINEER
JAYSINGPUR DIVISION

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO LTD O & M
DIVISION JAYSINGPUR**

Activity/Price Schedule-"A"

1. Tender NO. **EE/JSP/T-03/2024-25**

2. **Name of work** -Work contract for repairing of 11 KV AB Switches & D.O fuse sets & other allied works under **Jaysingpur Division of Kolhapur Circle."**

Sr. No	Description	Unit	Rate in Rs.	
			11 KV	33 KV
1	Supply & Fixing of Contacts & parts for A B Switch			
a	Male Contact	Per phase		
b	Female Contact	Per phase		
c	Back Connector	Per phase		
d	Flexible jump/Weni (copper)	Per phase		
e	Chimta	Per phase		
f	Pipe	No		
g	Handle	No		
2	Supply & Fixing of Contacts & parts for D O Fuse			
a	Male Contact	Per phase		
b	Female Contact	Per phase		
c	Fibre Tube with Metal parts on both ends & Fuse wire of appropriate size	Per phase		
3	Supply & Crimping of Palm size 80x40 mm (two holes) & T-connector size 80x40 mm (two holes) for ACSR 0.03 & 0.075 conductors with allied material (Lugs, Nutbolts, conductor of suitable size required for jumps etc.)	Per jump		
4	Labour charges for G.O.D maintenance with gel & tightening of all nut bolts & G.O.D operating	Per No		
5	Erection of A.B. switch complete provided by MSEDCL	Set		
6	Fixing of Channels / Angles / Side bracket for HT or LT line	Per No		
7	Supply of Channel 75x40mm of wt. 24.12 Kg	Per No		
8	M.S.Flat 50 x 10 mm	Kg		
9	Nut Bolts All size	Kg		
10	Nut Bolts Stainless steel all size	Per no		
11	11 kv & 33 KV post Insulators	Per no		

Note- 1. The rates quoted should be inclusive of all taxes. Only GST will be paid extra as applicable time to time.

2. No transportation charges will be paid extra.

3. L1 matching bidder exercise will not be followed. Bidders have to quote every item rate separately and sum of all items quoted rates will be considered for evaluation of lowest bidder,

considering reasonability. Non quoting of any rate in submitted bid, bidders bid stands for cancellation.

4. Tender accepting authority reserves right to accept or reject any bid partly or fully, without providing any reason for rejection.

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

Place:-----

Signature of the Contractor.....

Date:-----

Name & Address of Contractor.....

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Provid & Fixin Copper Mesh to	BM.HT11KV. OH.011	Number	9954	2		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	PRICE BID	Price Section	Provid & Fixin Copper Mesh to	SELF ATTESTED PRICE BID DOCUMENT
2	EPF REGISTRATION	Technical Section	Provid & Fixin Copper Mesh to	11. EPF Registration Certificate is to be submitted if applicable
3	NET WORTH CERTIFICATE	Technical Section	Provid & Fixin Copper Mesh to	Net worth Should be positive for F.Y. 2021-22 2022-23 & 2023-24
4	ORDER COPY	Technical Section	Provid & Fixin Copper Mesh to	(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/ contract (denotes executed only) together equivalent to at l
5	LICENCE	Technical Section	Provid & Fixin Copper Mesh to	VALID LICENCE COPY
6	DIGITALLY SIGNED TENDER DOCUMENTS	Technical Section	Provid & Fixin Copper Mesh to	tender document digitally signed and duly complied
7	WORK EXPEREINCE CERTIFICATE	Technical Section	Provid & Fixin Copper Mesh to	VALID WORK EXPERINCE FOR SAME TYPE OF WORK OR WORK ORDERS
8	PAN CARD	Commercial Section		VALID PAN CARD COPY
9	GST CERTIFICATION	Commercial Section		VALID GST REGISTRATION CERTIFICATE
10	TURN OVER	Commercial Section		ANNUAL TURNOVER CERTIFICATE FROM CHARTED ACCOUNTANT OF 15 LAKS FOR LAST 3 YEARS COMMULATIVE
11	COPY OF EMD	Commercial Section		COPY OF EMD RECEIPT PAID AGAINST THIS TENDER
12	ITR return	Commercial Section		LAST 3 YEARS FORM 16 FILED COPIES

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Provid & Fixin Copper Mesh to	BM.HT11KV. OH.011	Number	9954	100		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	PRICE	Price Section	Provid & Fixin Copper Mesh to	" E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle."
2	TECH	Technical Section	Provid & Fixin Copper Mesh to	" E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle."
3	COMM	Commercial Section		" E-tender for work of repairing of 11 KV AB Switches & D.O fuse sets and other allied works under Jaysingpur Division of Kolhapur Circle."