

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		19-09-2024 08:52:27
Tender Code	EE/PSD/TECH/material Trans/2024-25/T-11	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Tender for the Work of transportation of Line materials, Distribution transformers & RSJ poles with loading and unloading from various stores to Pusad division store & at various sites and transportation of oil and Transformer to repairing agency under Pusad Division	
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	Shri J L Chavhan , 7875763023 ,eepusad@gmail.com	
Pre-Qualifying Req	(b) Specific Experience: The bidder should have at least 1 years experience as a prime contractor as a transporter and its allied works for MSEDCL.	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Pusad Division	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of Executive Engineer ,MSEDCL, O & M Division ,KarlaRoad "Vidyut Bhavan" Pusad Dist Yavatmal	
Bid Opening Address	Office of Executive Engineer ,MSEDCL, O & M Division ,KarlaRoad "Vidyut Bhavan" Pusad Dist Yavatmal	
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	19-09-2024 21:00	
Tender Sale End Date	30-09-2024 15:00	

Bid Start Date	19-09-2024 21:15
Bid End Date	30-09-2024 17:30
Pre-Bid Meeting Date	23-09-2024 11:00
Techno-Commercial Bid opening on	01-10-2024 17:15
Price Bid opening on	11-10-2024 19:15
Annexure C1 Opening Date	NA
Winner Selection Date	16-10-2024 11:00
Can Bidder Opt EMD Exemption	N

T-11



BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

O & M DIVISION PUSAD

Tender for the Work of transportation of Line materials, Distribution transformers & RSJ poles with loading and unloading from various stores to Pusad division store & at various sites and transportation of oil and Transformer to repairing agency under Pusad Division.

BID NO. EE/PSD/TECH/material trans/2024-25/T-11

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

EXECUTING AGENCY

**EXECUTIVE ENGINEER,
O & M DIVISION M.S.E.D.C.L.
PUSAD**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, PUSAD**



e-TENDER NOTICE

Separate sealed & super scribed Tenders are invited in two bid system from Registered, Licensed Electrical contractors for the following works

E-Tenders complete with all formalities are invited for the Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division. Online sale of Tender documents will start from 19.09.2024 to 30.09.2024. Technical bid and price bid are to be submitted (online) not later than 20.05 hrs. on 19.09.2024.

Tender no. /	Name of Division	Work involved	Estimated Amount Rs. in lakhs	E.M.D . Amt in Rs.	Tender cost in Rs.
EE/PSD/TECH/material trans/2024-25/T-11	PUSAD	Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to PUSAD Division store and at various sites and transportation of oil and Transformer to repairing agency under PUSAD Division.	10.00 Lakh	10000/-	Rs. 1000/- + 18% GST = Rs. 1180/-

Details of Tender Term & condition is available on MSEDCL's Web Site <http://works.mahadiscom.in/eTender/etender>. For any query, contact person is Executive Engineer (O & M), Division Office, Pusad. Contact no. **7875763023**.

**Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
Pusad.**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, Pusad**

E - TENDER NO. EE/PSD/TECH/material trans/2024-25/T-11

Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to PUSAD Division store and at various sites and transportation of oil and Transformer to repairing agency under PUSAD Division.

Tender Price	Rs: 1180/- (1000+18% GST)
Tender period	12 months from the date of LOA
On line sale of Tender	19.09.2024 to 30.09.2024
Last date of submission	30.09.2024 up to 17.30 hrs.
Date of Technical Bid opening	01.10.2024 at 17.15 hrs. (if possible)
Date of Commercial Bid opening	11.10.2024 at 19.15 hrs.(if possible)
Estimated cost	Rs. 10,00,000/- (Rs Ten Lakhs Only)
E.M.D	Rs. 10000/- (Rs Ten Thousand Only)
Performance Security & Guarantee	Rs. 5 % of Tender Estimate(Rs.50000/-)

**Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
PUSAD**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, PANDHARKAWADA**



Office of The Executive Engineer,
Vidyut Bhawan ,karla Road,Shrirampur,Pusad
Dist.Yavatmal

To,

M/s _____

Dear Tenderer,

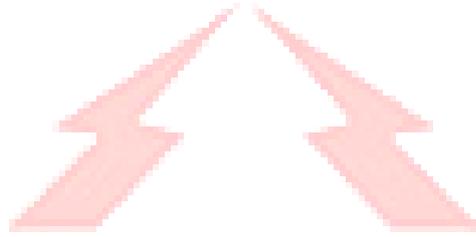
Please quote the lowest rates for Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division. Complete tender documents including cover page should be submitted duly filled-in and signed by the tenderer. Rates should be quoted in the attached "Activity and Price schedule" only. Tenders in any other form or on the letter heads will not be acceptable at all. If you desire any additional information to be submitted, you may attach separate sheets to the tender documents.

Sd-
Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
PUSAD.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, PUSAD

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MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, O&M
Division PUSAD

SECTION – 1.
INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

1) **Scope of Bid:-**

The Executing Agency (also referred to as “the Employer” in these documents) invites bids from eligible bidders for **Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division**, wherever required.

Work involves following activities –

Transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division.

Qualification of the Bidder: -

The bidder shall fulfill following requirements:

(a) **General Experience:** The Bidder should have executed in any sector during the last three financial years (i.e., ., FY 2021-22, 2022-23 & 2023-24) either (i) one work order/contract (denotes executed only) equivalent to at least 20% of the Tender Estimated Cost, or (ii) two work orders/contracts (denotes executed only) equivalent to at least 25% of the Tender Estimated Cost or (iii) three work orders/ contract (denotes executed only) equivalent to atleast 30% of the Tender Estimated Cost;

(b) **Specific Experience:** The bidder should have at least 1 years experience as a prime contractor as a transporter and its allied works for MSEDCL.

The Bidder should have prior experience in executing one work order/contract (denotes executed only) of similar nature of work in Power sector/ system of a value equivalent to at least 15% of the Tender Estimated Cost, during the last three financial years (i.e., FY 2021-22, 2022-23 & 2023-24);

(c) **Average Annual Turnover:** The bidder should have an average annual financial turnover during the last 3 years (i.e., FY 2021-22, 2022-23 & 2023-24), of at least 30% Of the estimated cost of the tender. Attach C.A. certified copy of Avg. Annual Turnover.

(d) the Bidder should possess a valid Transport Contractor’s license issued by the Government of Maharashtra Authority under the Act;

(e) the Bidder should have a positive Net Worth (which is defined as “Net value of assets – net value of liabilities”)(F.Y. 2023-24) Attach C.A. certified copy of Net Worth.

(f) For the purpose of evaluation of the Bidder’s compliance with the provisions of sub-Para (c) and (e) above. (Turnover, Net Worth) the estimated cost of the Works refers to the Employer’s Estimated Cost as set forth in the Bidding Data shall be considered.

f) Valid Transport contractor license.

g) Company Registration Certificate.

h) Registration certificate for , GST & valid Income Tax clearance Certificate /PAN No./ last 2 years Income Tax paid Certificate.

i) Registration under PF & labour laws as may be applicable as per the relevant Act.

j) Money Receipt/DD of EMD and Tender fee.

General Experience: The Bidder should have executed either (i) a single order equivalent to at least 20% of the Estimated Cost of the Works , or (ii) two orders equivalent to at least 25% of the Estimated Cost of the Works, or (iii) three orders equivalent to at least 30% of the Estimated Cost of the Works in Distribution sector during the last three financial years (i.e., , FY 2021-22, 2022-23 & 2023-24)

The Agency will be responsible for compliance of statutory obligation under the Act, Contract Labour Various Acts, Minimum Wages Act, CPF Act in respective of his employee.

2) **No. of Bids per Bidder: -**

Each bidder shall submit only one bid.

3) **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 of liable for those costs.

4) **Site Visit: -**

The Jurisdiction of work is under O & M division, Pusad. The Bidder is therefore advised to get them acquainted with the work area & all other aspects before preparing & uploading the bid document & entering in to a contract. There should not be any delay in realizing MSEDCL's revenue.

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.

5) **Contents of Bidding Documents: -**

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

6) **Clarification of Bidding Documents: -**

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing, oral at the Employer's address.

The Employer reserves the right to exclude any category of Consumer/Activity from the Contract, though it is mentioned in the Price Bid (Sample form- G).

7) **Preparation of Bids: -**

- i) Language of bid: - All documents relating to the bid shall be in English language only.
- ii) Bid not covering entire scope of the project shall be treated an incomplete and hence, is liable to be rejected.

8) **Rates to be quoted: -**

a) Bidder shall quote his rate in per Ton per KM as specified in Annexure „A" in figures as well as in words. Any variation in the rate etc. will not be allowed on any ground such as mistake; misunderstanding etc. after the tender is submitted.

b) In case of difference in the rates between the figures and words and/or if there is difference in the amount of taxes and duties worked out by Percentage calculations, then the rates Advantageous to company will be accepted.

c) Tenderer's printed terms and conditions will not be considered as a part of the tender.

d) The bidder is requested to ensure that the comments against each item / clause of Annexure/ Questionnaire shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item/clause is not applicable, the words "Not Applicable" shall be written against it.

9) **Bid Validity: -**

- i) Bids shall remain valid for a period of 120 days after the deadline.
- ii) In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. 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 bid security for the period of the extension.

10) **Bid Security (EMD): -**

- a) The bid must be accompanied with EMD in form of B.G. / D.D. & money receipt.
- b) Any bid not accompanied with adequate EMD amount shall not be considered for evaluation.
- c) The EMD of the unsuccessful bidders will be returned as soon as possible after completion of the bid validity period. The Bidder has to submit application for return of the EMD to this office.
- d) The EMD of the successful bidder will be discharged when the bidder has signed the Agreement.
- e) No interest shall be payable by MSEDCL on the above EMD & Security Deposit.

The EMD will be forfeited if.....

- i) If the bidder withdraws his bid during the period of bid validity, or
- ii) In the case of successful bidder, if he fails within the specified time limit to Sign the Agreement.

11) **Performance Security: -**

- a) Within 10 calendar days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in the form of cash at Division office, Pandharkawada/a bank guarantee for an amount equivalent to five percent (5%) of the Contract value as per enclosed Proforma issued by Nationalized/scheduled Bank having branch in Maharashtra towards due and proper fulfillment of the contract. Said Bank guarantee shall be unconditional and should cover a period of three months after the end of contract period. If necessary said Bank guarantee can be renewed as per Bank rules.
- b) In addition to above, the agency should also submit a performance guarantee equivalent to Five percent (5%) of the Contract value as per enclosed Proforma, issued by Nationalized Bank towards performance of the work during contract period and should cover a period of three months after the end of contract period or in cash at Division office, Pandharkawada. If necessary said Bank guarantee can be renewed as per Bank rules. The BG towards performance of the work is compulsory irrespective of concessions awarded by the Govt.
- c) Failure of the successful bidder to comply with the requirements of Sub-Clause (a) & (b) above shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security (EMD).

12) **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 specifications. **Alternative proposals shall not be considered.**

13) Format and Signing of Bid: -

- a) Only Digitally signed documents should be submitted.
- b) 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.
- c) Please, note that any changes made in the tender documents/sample forms/annexure shall terminate your offer.

14) Submission of Bids: -

Bid shall be uploaded in two attachments containing documents stated below:-

Folder I: - Technical Bid

- 1) Tender document digitally signed and duly complied (All Pages of bid document)
- 2) Tender form fee of Rs.1000/- plus 18% GST to be paid online.
- 3) E.M.D. – to be paid in cash / DD and M.R. receipt of the same is to be submitted.
- 4) Valid Transport Contractor License Copy.
- 5) Labour Insurance.
- 6) Work experience Certificate (as per clause 2 a &b)
- 7) EPF Registration Certificate
- 8) GST Registration Certificate
- 9) Copy of PAN Card

Note 1:- The Company reserves the right to accept or admit any paper/ documents which were necessary but remained to submit/upload by the bidder. In this respect, the company will have un-disputed discretionary powers to accept such papers/documents before opening of price bid.

Note 2:- The company reserves the right to relax the condition of submitting documents giving due consideration to local requirements & prevailing situation. This is the work of inevitability. A period of not more than 1 month from the date of award of contract & should giving the successful bidder should submitting the remaining details with assure and undertaking to submit them with above time limit

Folder II: - Commercial offer including price/activity schedule

This folder should contain Price/Activity Scheduled duly filled with all rates in proper manner.

Each attachment shall be superscripted **Folder – I** or **Folder – II**, in accordance with the details given above.

15) Deadline for Submission Bids: -

- a) Bid must be submitted not later than 17.30 hours on date 30.09.2024.
- b) The Employer may extend the deadline for submission of bids by issuing an amendment. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case (s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16) Late Bids: -

Uploading facility will not be available after the deadline.

While uploading Bids on our website, Technical Bid and Commercial Bid Should are up loaded separately. In Commercial Bid only Price Bid pages duly filled, Signed & Stamped should be uploaded.

The required tender documents should be uploaded well in advance to avoid last minute rush/congestion in network. However MSEDCL will not be responsible for non-uploading of documents due to congestion in network / server problem or whatsoever.

17) Bid Opening: -

The Employer will open the Envelope - I of the bids which can be observed by the bidder's representative on date 19.09.2024 at 20.05 Hrs (if possible).

The Employer will examine the document under Folder - I of the bid in accordance with the requirements with the bid document. If any of the documents under Folder - I are found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive. Folder - II of the corresponding bid will not be opened for further evaluation.

The responsive bidders of the Folder - I shall be notified by the Employer if possible to attend the opening of the Folder of the bids. The price bid i.e. Folder II of the responsive bidder will be opened on 19.09.2024 at 20.05 Hrs if possible.

18) 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.

19) 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, but no change in price or substance of the bid shall be sought, offered or permitted expect as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

20) Correction of Errors: -

Bids determined to be complied with all qualifying conditions 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.

21) Prohibition for Post tender Correspondence: -

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.

22) Employer's right to accept or reject, any or All Bid(s): -

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.

23) Award of Contract: -

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 Tender.
- b) Qualified in accordance with provisions of Clause 2.

24) AGREEMENT: -

In the event of acceptance of particular bid for award of Contract such successful bidder has to submit contract Agreement and security deposit as per attached form.

25) **TIME: THE ESSENCE OF CONTRACT: -**

The Transportation of Line Material from **Any other Store to Pusad Dn Store & From Pusad Dn Store to wherever Requires [As per TO. Instructions] of Pusad Dn [As & When Required]**, against the indent will be have to be completed as per our requirement / within responsible time satisfactory as per instruction given by this office along with indents , failing which Penalty @ $\frac{1}{2}$ % per week subject to a maximum of 10 % of the value of the delayed work. Delay on the ground of non- availability of fuel / oil / tyres / spare parts etc., for your vehicles shall not be admissible on any account.

26) **Contract Period: -**

The period of contract will be for twelve months or the order amount whichever comes earlier.

The decision of the Executive Engineer in connection with operating schedule and instruction will be final and binding to the Agency.

27) **OTHER IMPORTANT GENERAL TERMS: -**

- a) Effect and jurisdiction of contract: - The contract shall be considered as having come in to force from the date of issue of Letter of Award by the Employer. And the area of work will be the area under different sections coming under O & M Division, Pusad as directed by the Executive Engineer.
- b) Patent Rights and Royalties: - Royalties and fees for patents covering materials, articles, apparatus, devices, equipments, software and processes used in the works shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such Royalties of fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.

28) **Manpower: -**

- a) All manpower employed by the Agency should be suitably qualified and trained for the job intended to be performed by them.
- b) The manpower should be conversant with local language in addition to working knowledge of English, Hindi & Marathi.
- c) The deputed manpower should be extremely polite.
- d) It will be mandatory for employees of Agency to display the Identity Card certified by MSEDCL.
- e) MSEDCL will carry out independent checks, as required.
- f) If any Electrical/Mechanical accident occurred during any process of this tender, Company will not be responsible for any type of Civil/Financial liability of Accident. You are fully responsible for that accident.

29) **GUARANTEE: -**

All services to be provided are to be guaranteed for one year for correctness and conductance as per acceptable norms.

30) **NOTICES: -**

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

31) **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 without written consent of the concerned Executive Engineer and subject to terms and conditions as he may prescribe.

32) **Contractor's Risks: -**

- i) The agency has to submit the details of Staff engaged for the work to concern SDO Addl. EE of division in detail.
- ii) The site of work will be intimated by Addl. EE of division.

33) **Payment Terms: -**

- a) MSEDCL will make payment within reasonable time after submission of bill as per MSEDCL rules. No interest or penalty will be payable by MSEDCL due to late payment of bills. Duly certified bills by the Add.EE & SDO concerned in triplicate should be submitted. AE(Filter) will process the bill after scrutiny.
- b) Work is to be measured as per standard procedure.
- c) The Contractor shall be directly responsible for payment of wages to his workmen.
- d) The Contractors shall submit the bills to the respective Sub divisional officer for payment indicating quantum & value of the work completed, who will record the work in M.B. OR SES duly certified and forward the same to the Division office for payment.

34) **LIQUIDATED DAMAGES(PENALTY): -**

If agency/contractor failed to execute the work within the stipulated time, a penalty of 1% per week of delayed work will be charged to the maximum of 10% of the order value will be recovered from your bill

35) **Force Majeure: -**

MSEDCL will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of shortage, non-availability of raw materials, co-ordination of labour or workmen or lockout breakdown or accident to machinery or accidents of whatever nature, delay in arranging the transportation of any instrument / system, subject to the provision and stipulation made in condition No. 05 as stated above i.e. Liquidated damages. However, due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Successful bidder, for which documentary evidence shall be produced to the satisfaction of the Competent Authority of MSEDCL.

36) **Termination of Contract: -**

In case the Successful bidder fails to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the MSEDCL shall exercise its discretionary power to avail from elsewhere, after giving due notice to the Successful bidder, at the risk of Successful bidder, such services and to cancel the contract reserving MSEDCL's right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the MSEDCL under the General Law of India relating to contract.

NOTES: -

- a. In the event of risk purchase of services of similar description, the option of the MSEDCL shall be final. In the event of such action taken, the Successful bidder shall be liable for any loss which the MSEDCL may sustain on that account but the Successful bidder shall not be entitled to any saving on such purchases made against default.
- b. MSEDCL reserves its right not to deal with the Successful bidder, whose contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.
- c. MSEDCL may also blacklist the Successful bidder whose contract is terminated for whatsoever reasons on giving opportunity to show cause for such action to the Successful bidder.

37) **Jurisdiction: -**

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the "**Courts in Pusad.**"

- 38) The Contractor will thoroughly check up the materials when accept in the same for Transportation and handover the materials properly at the destination. A visual Damages/shortages notice at the time of accepting the materials must be put on record and brought to the notice of the concerned store authority.
- 39) You have to make your arrangement of storing, stacking, transportation, Freight, packing & forwarding charges will be borne by you.
- 40) Permission for transportation / shifting materials in motor vehicle should be taken from the RTO by you. The Company will not accept responsibility of accident, damages to any property/material during transportation/shifting.
- 41) Similarly at destination also any visual damages/shortages certificate will be given to the concerned M.S.E.D.Co.Ltd authority by the contractor. The contractor will be responsible for all damages/shortages loss to the M.S.E.D.Co.Ltd. Property resulting from bad handling or improper transportation of materials or due to any commission/commission on the part of the contractor.
- 42) The contractor will maintain suitable record in quadruplicate for such trip of the truck. Materials received against such a trip will be acknowledged by M.S.E.D.Co.Ltd. representative. One copy of the schedule duly signed should be sent to this office and should be attached to the bill and forthwith will be retained by the contractor.
- 43) Octroi refund passes: - The money receipts for the Octroi Paid should be submitted immediately on completion of the job. Late submission of such documents resulting in non-refund of Octroi by the municipal authorities shall be to the contractors account.
- 44) The contractor should take particular care while handling/ transporting the materials. The contractor should make use of chain pulley block for mechanically lifting and unloading of material.
- 45) While unloading the materials on site the contractor shall ensure that, same are not damaged or unloaded in such a fashion as to cause inconvenience to the traffic. During the execution of complete work and charges against such damages/accidents will be recovered from you.
- 46) Cost of materials damaged during the transportation, loading, unloading, stack in handling will be recovered from the contractor, as per actual and transportation charges for such material will not be paid.
- 47) You will have to comply with the provisions of following Acts & Regulations as a conditions precedent for which you will have to submit various returns to the Assistant Commissioner of Labour, Amravati.
- a) The Contract Labor (R&A) Act-1970.
 - b) The Factories Act-1948.
 - c) The Payment of Wages Act-1936.
 - d) The Employees Provident & Misc. Provisions Act-1952.
 - e) The Minimum Wages Act-1948.
 - f) The Workmen's Compensation Act-1972.
 - g) The Employees State Insurance Act-1948.
 - h) Any other Act applicable to this Contract during Contract period.

And any other relevant legislation and labor Acts or Labor Laws.

48) General Terms and Condition: -

- a. Rates should stand firm up to completion of order and fluctuations of rates will not be accepted.
- b. Decision of Executive Engineer, O&M division, Pusad will be final on any dispute if arises during the course of contract period or thereafter any matter.
- c. All T&P will have to be arranged by the contractor. MSEDCL will not provide the same.
- d. Work should be carried out under the supervision of authorized representative of MSEDCL.
- e. As per directive of Govt. of Maharashtra letter no.AIF-2311/Co-Ins/MSTCo-Ltd/F, dt. 04.02.12 & letter from Superintending Director (HR) vide letter no IR/Insurance/9623 dt.13.04.12, Contractor shall obtain the insurance policy from National Insurance Co.ltd.
- f. For any accident, injuries or death, if caused to any of the employee of the contractor during the course of work, the liability of any sort will be of contractor only and contractor will be responsible for payment of compensation. MSEDCL will not be responsible for any such occurrence in any way.
- g. In case of the contractor fails to complete the works during specified period from the receipt of order or he refuses to take up or complete the work on any ground, the balance or complete work will be got executed through any other agency at a reasonable rate by the undersigned and any excess expenditure involve in the process will be to the contractors account and will recoverable from his pending bills anywhere in MSEDCL
- h. Any loss or damage to the MSEDCL's material will be made good by the contractor.
- i. The MSEDCL's Booklet "The Tender and Contract for works" shall formed part of the contract.
- j. Income Tax as per rule will be deducted from your payments of bill.
- k. Work contract Tax as per rule will be deducted from your payments if applicable.
- l. After completion of works bill in triplicate should be submitted to Add.EE.
- m. For any R.T.O. liabilities, contractor himself will be responsible. Renewal of documents regarding R.T.O. liabilities should be done by the agency in time.
- n. Any damage to the crops or premises of consumer caused during the work and if claimed by the field owner or any other person will have to be borne by the contractor only.
- o. Labours for loading, unloading will have to be provided by the Agency.
- p. Diesel, oil and any type of maintenance of vehicle will be at Agency's cost.
- q. Work should be carried out as per Company's Standard Method of Construction & as per the instruction of the Engineer In-charge of the work.
- r. Once the material is handed over to the contractor, then the custody of the material will be your responsibility and cost due to loss/damage/theft will be recovered from you.
- s. Under any circumstances, you should not carry the work beyond the amount of contract. No payment shall be made in this case unless extension to the contract is granted by the concerned authority.
- t. Safety measurement issue as per I.E. rule to be taken by you & for any accident will be your responsibility.
- u. Contractor should submit RTGS format Bond Paper of Rs. 200/- dully notarized as per Circular of Hon'ble MD on Dt. 10.10.2014. And detail of bank A/c No. & IFSC code for payment through RTGS system, Pan No. should be given on bill & the separate amount of GST if any should be mention in the bill.
- v. The payment of bills will be done by this office within reasonable time as per availability of fund.
- w. It is the sole responsibility of the agency to observe & abide by the Labour Act such Work-man Compensation Act, Minimum Wages Act & other Regulations framed by the Government from time to time. The MSEDCL will not be responsible for violation of the act etc. by the agency.

- x. All rights are reserved by the undersigned to terminate an order at any stage without assigning any reason.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O&M Division Pusad

SECTION II

SAMPLE FORMS OF BID, QUALIFICATION INFORMATION, SECURITIES, LETTER OF
ACCEPTANCE, CONTRACT AGREEMENT

Bidders are advised to fill & upload the following forms only.

Sample Form Description

Sr. no	Form Number	Description	Page no.
1	Form "A"	Bid Form	15
2	Form "B"	Tender Fee & EMD	16
3	Form "C"	Qualification information	17
4	Form "D"	Contract Agreement	18
5	Form "E"	Unconditional Performance Security	19
6	Form "F"	Personal Information	20
7	Form "G"	Activity / Price Schedule	21

Note:

- No column should be kept Blank.
- Contract Agreement (Form "D") should be submitted by successful bidder only.
- Successful bidder should pay necessary performance security (Bank guarantee) from Nationalized/Scheduled Bank (as prescribed in Form no "E") within 7 days of receipt of the work order.

Bid Form

Form "A"

To,
The Executive Engineer,
MSEDCL, O & M Division, Pusad.

Sir,

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree for **Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division**, as defined in the bid document and in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

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 of assign any reason thereof.

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 90 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.

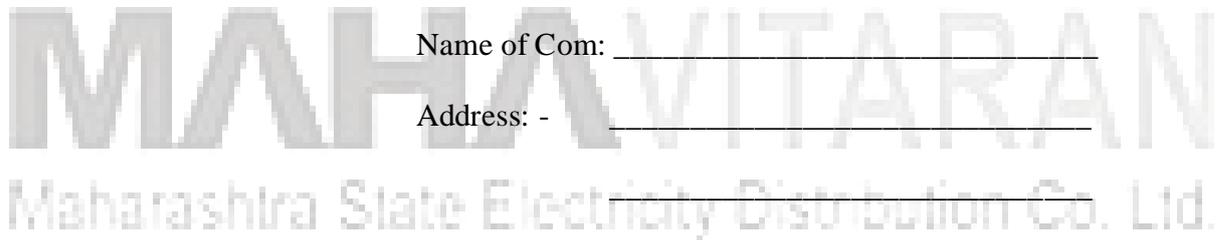
Yours faithfully,

Signature: - _____

Date: - _____

Name of Com: _____

Address: - _____



Witness No I: -

Signature: - _____

Date: - _____

Name: - _____

Address: - _____

Witness No II: -

Signature: - _____

Date: - _____

Name: - _____

Address: - _____



Maharashtra State Electricity Distribution Company Limited

(A Govt. of Maharashtra Undertaking)

CIN: U40109MH2005SGC153645

Phone No : 07235-227590/228733

Executive Engineer

Fax No : 07235-227590

O & M Division, Pusad

Email : eepusad@gmail.com

karla raod ,shrirampur,Pusad

Website : www.mahadiscom.in

Distt : Yavatmal Pin : 445302

Form "B"

TENDER NO : - EE/PSD/TECH/material trans/2024-24/T-11

Tender Price : Rs.1000/- (Rs. One Thousand) + 18% GST

: = 1180/- (Non refundable)

Tender price paid vide M.R. No. & Date : _____.

Or Vide DD No. & Date : _____.

EMD : Rs.10,000/- (Rs. Ten thousand only).

EMD amount paid vide M.R. No. & Date : _____.

Or vide DD No. & Date : _____.

(Tender Price & EMD receipt should reach the office before opening time)

Tender form Submitted by M/S: _____.

: _____.

TENDER FOR: - Annual contract for the Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division.

Estimated cost of tender : Rs. 10,00,000/-

Earnest money deposit : Rs. 10000/-

Last Date of Submission : 30.09.2024 up to 17.30 hrs

Date of Technical bid Opening : 01.10.2024 up to 17.15 hrs (if possible)

Date of Commercial bid Opening : 11.10.2024 up to 19.15 hrs (if possible)

ISSUED ON BEHALF OF THE Executive Engineer, O&M Division, Pusad

-Sd-

Executive Engineer
O&M Division, Pusad

Note: - The rates should be quoted in the prescribed schedule attached with this tender and not on any other form.

FORM-“C”

(On Bidder's Letter head)

BID No: - EE/PSD/TECH/material trans/2024-25/T-11

Qualification Information

(The information to be filled in by the bidder in the following pages will be used for purposes of post qualification)

For individual Bidders

1 Constitution of legal status of Bidder (Attach copy)

Place of registration : - _____

Principal place of business : - _____

2 Total annual volume of Works performed in last Three years (if possible) By Prime contractor

Year	Amount
2021 – 2022	
2022 – 2023	
2023-2024	

3 Work performance as prime/subcontractor on works of a similar nature and volume over the last one year. (Attach documental proof)

Project	Client name	Type and quantity of Work performed With Year of completion	Nature of Contract	Value of Contract

4 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 (Proposed Position)

I, _____ the undersigned hereby certify that

_____ has been incorporated and registered in
 _____ has its appropriate facilities for providing the services in
 _____ and actually conducts its business there”.

Signature: - _____

Date: - _____

Name of Com: _____

Address: - _____

FORM - D**CONTRACT AGREEMENT****(To be executed on Rs. 200/-non-judicial stamp paper)**

This agreement made this ____ day of _____ 2024, between the Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, O & M Division, Pandharkawada (hereinafter called “the Employer”) of the one part and _____ of _____ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the work of Annual contract for the **Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to PUSAD Division store and at various sites and transportation of oil and Transformer to repairing agency under PUSAD Division.**

(for Tender no. **EE/PSD/TECH/material trans/2024-25/T-11** should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ dated _____
 - (b) The Bid dated _____
 - (c) Section I, II, III of Bid document.
 - (d) The Conditions of Contract (Annexure A, B)
 - (e) The Completed Schedules, and
 - (f) The Contractor’s Proposal.
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 and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.**
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, the amount of [insert the Contract Price] or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

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

Authority signature of Contractor
SEAL

Authority signature of Employer
SEAL

In the presence of:
Name _____

In the presence of:
Name _____

Signature _____
Address _____

Signature _____
Address _____

FORM – E

PERFORMANCE SECURITY (BANK GUARANTEE)

(To be executed on Rs.100 non-judicial stamp paper purchased in the name of issuing bank)

To,
The Executive Engineer,
MSEDC LTD,
O&M Division, PUSAD.

WHEREAS M/S _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ for _____ as defined in the order.

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 with 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 demands for the sum specified herein.

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

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

SIGNATURE OF AUTHORISED SIGNATOTY 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 of Witness : _____
Address : _____
Date : _____

SAMPLE FORM – FTENDER NO. **EE/PSD/TECH/material trans/2024-25/T-11****Contractor's Personal Information**

Name of Work : Work of transportation of line materials, Distribution transformer & RSJ Poles with loading and unloading from various stores to Pusad Division store and at various sites and transportation of oil and Transformer to repairing agency under Pusad Division.

1. Name of the registered firm :

2. Registered Address :

3. Whether the firm is proprietary or Partnership. :

4. Full name of proprietor who is authorized to sign the tender documents and agreement bonds. :

5. Telephone No. Office/ Fax No., Residence No. :

6. Company Registration No. :

7. Registration under labour contract act. :

8. Registration under PF act. :

9. Registration under PT act. :

10. PAN No. :

11. Whether the firm is registered for Work contract tax, if so registration No. :

12. Agreed terms of the tender

a) Time limit for providing of workers. :

b) Ready to work on lowest rates (Yes/No) :

Instruction: - This information is required to be filled by tenderer and submitted along with tender documents. No point should be kept blank. If this information is not given along with the tender documents then it will be presumed that the information submitted by tenderer is incomplete and Folder '2' of the price bid will not be opened.)



MAHAVITARAN

Maharashtra State Electricity Distribution Co. Ltd.

T-11



BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

O & M DIVISION Pusad

Tender for the Work of transportation of Line materials, Distribution transformers & RSJ poles with loading and unloading from various stores to PUSAD Division store & at various sites and transportation of oil and Transformer to repairing agency under Pusad Division.

BID NO. EE/PSD/TECH/material trans/2024-25/T-11

EXECUTING AGENCY

**EXECUTIVE ENGINEER,
O & M DIVISION M.S.E.D.C.L. PUSAD**

MAHARASTRA STATE ELECTRICITY DISTRIBUTION C O. LTD.,
O & M DIVISION, Pusad
EE/PSD/TECH/material trans/2024-25/T-11
Schedule A

Summary of Lumpsum Price Bid for Transportation RSJ Poles,Dist.T/F,Oil & line material etc.

Note:- 1. The Bidder shall quote his price excluding Taxes

2. GST is applicable

Sr No	Activity details.	Unit	Rates	Remarks
1	Transportation of RSJ poles of various sizes.	per MT/km		
2	Transportation of Steel material (Fabrication Material)	per MT/km		
3	Transportation of Dist. Transformers	per MT/km		
4	Transportation of material i.e. (Dist.Boxes/Oil Barrels/Cable drum/Conductor drum/Energy meters/WP wire etc)	per MT/km		
5	Loading Charges	per MT		
6	Un loading Charges.	per MT		

Name & Designation:

Seal & Signature of

Bidder: Name &

Designation:

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Loading of transformer at site	PM.SUBSTN. 004	Tonne	995461	15000		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Tender document digitally signed and duly complied (All Pages of bid document)	Price Section	Loading of transformer at	Tender document digitally signed and duly complied (All Pages of bid document)
2	Tender document digitally signed and duly complied (All Pages of bid document)	Price Section	Loading of transformer at	Tender document digitally signed and duly complied (All Pages of bid document)
3	Tender document digitally signed and duly complied (All Pages of bid document)	Technical Section	Loading of transformer at	Tender document digitally signed and duly complied(All Pages of bid document)
4	Tender document digitally signed and duly complied (All Pages of bid document)	Commercial Section		Tender document digitally signed and duly complied (All Pages of bid document)