

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		25-09-2024 10:18:06
Tender Code	SE/YTL/TECH/TENDER/2024-25/T05	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Works Contract for Providing & Replacement of faulty 11kV, 22kV & 33 kV CTs, PTs of all type Metering Cubicles of HT consumers at site under O & M Circle, Yavatmal.	
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	Sanjay Khangar , 7875763024 ,seyavatmal@gmail.com	
Pre-Qualifying Req	Experience Contractor as per Bid Document	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	CIRCLE	
Location Type	Yavatmal Circle	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	3rd floor, New Administrative Building, Arni Road, Near Sanvidhna Chouk, Yavatmal 445001	
Bid Opening Address	3rd floor, New Administrative Building, Arni Road, Near Sanvidhna Chouk, Yavatmal 445001	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	25-09-2024 11:00	
Tender Sale End Date	04-10-2024 17:00	
Bid Start Date	25-09-2024 11:05	
Bid End Date	04-10-2024 17:05	
Pre-Bid Meeting Date	27-09-2024 12:00	
Techno-Commercial Bid opening on	04-10-2024 17:30	
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



**Maharashtra State Electricity Distribution Company Limited
O & M Circle, Yavatmal**

**Tender for Providing & Replacement of faulty 11kV, 22kV & 33
kV CTs, PTs of all type Metering Cubicles of HT consumers at
site under O & M Circle, Yavatmal.**

TenderNo.SE/YTL/TECH/TENDER/2024-25/T05

**VOLUME-1
TECHNICALBID**



Executing Agency

**Superintending Engineer
Maharashtra State Electricity Distribution Co.Ltd.
O & M Circle, Yavatmal
3rd Floor,Arni Road , Yavatmal. (Maharashtra)**

- 1-

INDEX

Sr. No.	Particulars	Details	PageNo.
	Tender Details		3
	Tenderer Details		4
	Tender Notice		5
	VOLUME-I		
1	Section-1	Instructions to the Bidders	6-17
2	Section-2	Conditions of Contract	18-34
3	Section-3	Special terms and conditions	35-36
4	Section-4	Sample Forms	37-42
5	Annexure-F	Checklist Qualification Information	43-44
6	Annexure-G	Technical Specifications	45

TENDER DETAILS

Tender Reference No.	SE/YTL/TECH/TENDER/2024-25/T05
Name of Work	Tender for Providing & replacement of faulty 11kV,22kV & 33kV CTs, PTs of all type of Metering Cubicles / Over head units/Kiosk of HT Consumers at site under O & M Circle, Yavatmal.
Estimated Cost of work	Rs.10.00/-Lakhs
Tender Fee	Rs.1000 +18% GST=Rs. 1180/-
E.M.D.to be paid	Rs.5,000/-(0.5% of Estimate Cost)
Sale of Tender Form on web link	25.09.2024 to 4.10.2024 up to 17.00 Hrs
Date and place of Pre-Bid meeting	27.09.2024 At Yavatmal Circle on12.00PM
Last date & Time for submission of Bids	On or before 4.10.2024 to 17.00Hrs.
Date of Opening of Technical Bid	Will be intimated later on
Date of Opening of Price Bid	Will be intimated later on
Executing office	Superintending Engineer,MSEDCL,O & M Circle, Yavatmal
Address	3 rd Floor,Arni Road , Yavatmal. (Maharashtra)
Phone Nos.	7875763024
E-mail	seyavatmal@gmail.com
Performance Bank Guarantee (in lieu of Security Deposit)	The Successful bidder shall furnish the Performance Bank Guarantee within 14 calendar days from the date of issue of the offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of 5% of estimated tender value denominated solely in INR issued either by a Nationalized or Scheduled Bank located in Maharashtra claimed and payable at Yavatmal and valid for a period of 2 years from the date of work order.

DETAILS OF THE TENDERER (TO BE FILLED IN BY THE TENDERER)

Name & Address of the Tenderer :

ERP Vendor Code:

Phone No. :

E-mail :

Fax No. :

Address of the Factory Unit :

Mobile No. :

Address of the Office :

Contact Person and Mobile No :

E.M.D. Paid Rs. _____/- vide M.R. No. _____ Date :

Bank Details for payment transaction through RTGS :

Signature of Tenderer

Seal of the Company

Volume I**TENDER NOTICE**

Superintending Engineer, MSEDCL, O & M Circle, Yavatmal invites Tender from experienced contractors /authorized dealers registered with MSEDCL for providing & replacement of faulty 11kV ,22kV & 33kV CTs, PTs of Metering Cubicles / Overhead units / Kiosk of HT consumers under O & M Circle, Yavatmal.

TenderNo.	Descriptionof Work	EstimatedCost	EMD
SE/YTL/TECH/TENDER/ 2024-25/T05	Providing & replacement Of faulty11KV,22KV & 33kV CTs, PTs of Metering Cubicles / Kiosk of HT consumers at site under O & M Circle, Yavatmal.	10.00 /-Lakhs	Rs.5,000/-

Bid documents will be available on web site from 25.09.2024 to 4.10.2024 upto 17.00 Hrs
Details are available on our website<http://www.mahadiscom.in/eTender/etender>. _

For any additional information please contact office of the Superintending Engineer, MSEDCL, O & M Circle, 3rd Floor, Arni Road , Yavatmal during office working hours.

Contact person:,Executive Engineer (Administration),PhoneNo.7875763024.

(Note:-SSI Certificate will not be considered for EMD exemption for works contracts)

Superintending Engineer,
O & M Circle, MSEDCL,
Yavatmal

SECTION - 1

INSTRUCTIONS TO BIDDERS

SECTION 1 INSTRUCTIONS TO BIDDERS

A. GENERAL

Scope of Bid

The Executing Agency, (also referred to as “the Employer” in these documents) invites sealed bids from eligible bidders for providing & replacement of faulty 11KkV , 22kV & 33kV CT, PTs of Metering Cubicles / Overhead units / Kiosk of HT consumers under O & M Circle, Yavatmal as per specification given in **annexure G**.

The scope of work under this Bid is design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, Providing & replacement of faulty 11kV, 22kV & 33kV CTs, PTs of all type of Metering Cubicles / Overhead units / Kiosk of HT consumers at site under O & M Circle, Yavatmal as per specification given in **annexure G**.

The works are to be carried out at various sites in various Divisions, under O & M Circle, Yavatmal under Amaravati Zone in the State of Maharashtra.

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

The successful bidder will have to complete the works till completion of order value as per requirement and directives from concerned EEs or his representative.

Bid not covering entire scope of the project will be treated as incomplete and hence, is liable to be rejected.

Qualification of the Bidder

This invitation for Bid is open to eligible bidders.

1. Qualifying Requirements

- i) The bidder shall furnish, as a part of his bid, an EMD equivalent to 0.5% of the estimated tender value to be paid online or in the form of Demand Draft or Bank Guarantee in the Proforma (**Section-5 Sample Form „B”**). The Demand draft should be drawn on any Nationalized/ Scheduled Bank in favor of “Maharashtra State Electricity Distribution Company Limited” payable at Yavatmal **and Upload Payment Receipt. (Note :- SSI Certificate will not be considered for EMD exemption for works contracts)**
- ii) Tender Form Fee to be paid online only (Upload Payment Receipt).
- iii) Valid Electrical contractor “license issued by Govt.of Maharashtra under the act.
- iv) The bidder should be registered with MSEDCL.
- v) Copy of PAN card

- vi) Copy of Registration certificate of GST
- vii) Copy of Registration certificate of Shop Act

viii) GENERAL CERTIFICATE OF EXPERIENCE ISSUED BY OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER ALONG WITH ORDER COPIES.

Bidder should have executed Work Orders for the similar type of work during any 3 financial years 2021-22 , 2022-23 & 2023-24 of

- a) A single order of at least 20% of the tender value,or
- b) Two orders together at least 25% of tender value cost,or
- c) Three orders together at least 30% of the tender value

Note:Work in hand or Work Order Copies will not be considered as Experience.

- ix) Registration of manufacturing unit with appropriate Govt. Authority/Authorized Dealer certificate / Supplier

- x) Valid Copy of ITR for last three Financial year i.e 2020-21, 2021-22 & 2022-23

- xi) Average Annual turnover certificate from Chartered Accountant for last three Financial year i.e 2020-21, 2021-22 & 2022-23 should be 100 % of tender value.

- xii) NET WORTH CERTIFICATE FROM CA SHOULD BE ATTACHED:- POSITIVE NET WORTH FOR YEAR 2022-23 SHOULD BE CERTIFIED BY CA.

- xiii) Balance Sheet & Profit & Loss Statement of Last three financial year i.e 2020-21, 2021-22 & 2022-23

- 2.0 **Specific Work Experience:** The tenderer should have proven similar type of experience of not less than 3 years (April-2021 to March-2024) in design, manufacture, supply at works for the material offered. Copies of supply order received should be enclosed with tender documents & Value of these orders should not be less than Rs. 5.00 lakh in 3 years taken together.

3.0 **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.

4.0 **Site Visit**

Information about works given in bidding documents is purely tentative one and may change during actual execution as per site requirements. The bidder is advised to visit and examine the sites of Works at his own cost 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 sites selected may vary due to the encumbrance at present installation. The changes/variations of any of proposed sites would not confer right for the extra additional claims.

The Employer will not entertain any claim at any stage from the bidder on the plea of having him not acquainted sufficiently to the site conditions.

B. BIDDING DOCUMENTS

5.0 Content of Bidding Documents

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

VOLUME I

Section 1: Instructions to Bidder
 Section 2: Conditions of Contract.
 Section 3: Special terms and conditions.
 Section 4: Sample Formats
 Annexure-F: Check list Qualification Information
 Annexure- G: Technical Specifications

VOLUME II

Price bid

The bid should be submitted online only.

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.

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.

6.0 Clarification of Bidding Documents

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. However, request for such clarification must reach the employer at least 3 days prior to the submission of the bid.

The Employer will respond to any such request for clarification and may forward such clarification to all the purchasers of the bid, if employer finds it necessary to do so without identifying its source.

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.

7.0 Amendment of Bidding Documents

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

Any addendum thus issued shall form part of the bidding documents and shall be displayed on website. Prospective bidders are requested to visit our website before submission of bids.

C. PREPARATION OF BIDS

8.0 Language of Bid

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

9.0 Documents Comprising the Bid

Volume-I(TechnicalBid) shall comprise scanned documents need to be uploaded. Volume-II (Price Bid) shall comprise only price schedule.

10.0 Bid Prices

The bidder shall quote the price only on F.O.R. destination exclusive of GST, but inclusive of octroi/LBT, risk in transit and freight prepaid along under each column. In case of any deviation in the manner of quoting prices as stated above, the tender shall be rejected even though the offer of the Tenderer is found to be lowest. The Purchaser is registered dealer under GSTIN.

Items not indicated in the annexure but are required as part of equipment / work shall also be deemed to have been covered by the rates and prices in the activity schedule.

The bid price shall include the cost of charges for obtaining any permit or license.

Rate should be exclusive of GST and shall be paid as applicable at the time of passing of bills.

Payment for newly introduced taxes and statutory variations:

100% payment towards newly introduced taxes, duties and statutory variations, subsequent to the date of submission of the bid, by the Central or the State Government shall be reimbursed to the contractor only against due documentary proof.

However, in case of reduction/abolition of any taxes, duties, levies, cess, etc. by the Central or State Government during the currency of contract, the benefit of the same shall be passed on to the employer.

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.

TDS towards all the applicable taxes shall be deducted, from the payment of contract value as per the rate applicable.

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.

The contract is to be treated as a non-divisible contract, which includes all applicable taxes, duties, etc as indicated above and no concessional forms will be issued to the contractor.

The Bid price quoted by the Bidder shall be firm.

11.0 Price Variation Clause

Not applicable to this contract.

12.0 Currencies of Bid and Payment

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

13.0 Bid Validity

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

14.0 EMD

The bidder shall furnish, as a part of his bid, an EMD equivalent to 0.5% of the estimated tender value in the form of Demand Draft/Pay order or Bank Guarantee. The Demand draft should be drawn on any Nationalised/ Scheduled Bank having branch at Yavatmal in favour of "Maharashtra State Electricity Distribution Company Limited" payable at Yavatmal.

Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer. The EMD of unsuccessful bidders will be refunded immediately as soon as the contract is finalized.

The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.

The EMD will be forfeited in case of any of the following:-

- a) If the bidder with draws his bid during the period of bid validity;
- b) If the successful bidder fails within the specified time limit to-
 - i) Sign the Contract Agreement;
 - ii) Furnish the required performance security;

15.0 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 specifications. **Alternative proposals shall not be considered.**

16.0 Signing of Bid

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. The person(s) signing the bid shall initial all pages of the bid where entries and amendments have been made.

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(s) signing the bid shall initial such corrections.

D. SUBMISSION OF BIDS**17.0 Submission of Bids.**

This is two bid tender i.e. Technical Bid and Price Bid. Bidder should online submit/upload Technical Bid and Price Bids separately.

Complete Technical Bid should not be uploaded on website. Only required documents/ attested copies of certificates should be uploaded.

Deadline for Submission of Bids

Bid must be submitted online/uploaded not later than as mentioned in tender

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8. 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.

18.0 Late Bids

Any bid received by the Employer after the deadline prescribed in Clause 19 shall not be accepted. MSEDCL shall not be responsible for any delay in uploading/ online submission due to problem in server, Internet etc. Bidders are therefore requested to online submit/upload tenders in advance to avoid hurry at last moments.

19.0 Modification and Withdrawal of Bids.

The bidder may modify or withdraw his bid online before the deadline prescribed in Clause 19.

E. BID OPENING AND EVALUATION**20.0 Bid Opening**

The Employer will online open the Technical Bid

Bidders may also see the process of online opening of the bids if they desire.

The Employer will examine the document under Technical Bid of the bid in accordance with the requirements of the bid document. If any of the documents under Technical Bid is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive & Price Bid of the corresponding bid will not be opened for further evaluation.

The responsive bidders of the Price Bid shall be opened. Date for opening of Price Bid will be informed to the bidders by e-mail.

21.0 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.

22.0 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. 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.

23.0 Examination of Bids and Determination of Substantial Responsiveness.

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.

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.

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.

24.0 Correction of Errors

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 shall govern.

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

25.0 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.

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

26.0 Award Criteria

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.

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

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.

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.

28.0 Notification of Award

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 would be as per the format "D". This letter (here in after 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.

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 and signing of agreement.

Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

29.0 Performance Security

Within 7 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 C in the form of a Demand Draft or by Bank Guarantee for an amount equivalent to Ten percent (10 %) of the Contract Price.

The performance security is to be provided by the successful bidder by cash or in the form a Demand Draft issued by a Nationalized/Scheduled bank having branch in Yavatmal.

Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

30.0 Contract Agreement

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 within 7 days.

31.0 Time: The Essence of Contract

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.

This work should be started by the contractor from intimation by the concerned EE/SDO or his representative.

32.0 Inspection of Materials / Equipments

The equipments / materials to be supplied under this contract of ISI mark only. Before using the material, it should be got approved from the **EE Testing Division**.

33.0 Other Important General Terms

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

Patent Rights and Royalties:

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

The Contractor shall be responsible towards the work being undertaken by the sub-Contractors with regards to meeting the requirements as specified by the employer in the contract document.

Workmanship and Materials:

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.

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

34.0 Bankruptcy

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

35.0 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.

36.0 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 employer and subject to terms and conditions as he may prescribe.

37.0 Other Instructions

The contractor would have to provide all the documents like guarantee certificates etc.along with the equipment supplied and erected by him to the employer at the time of handing over the site.

38.0 Check List

The bidder shall give a checklist of documents/schedules enclosed with his Bid in the covering pages(s) as per Annexure F 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.

39.0 Jurisdiction

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 Pune city of Maharashtra State.

The Indian Laws shall govern the contract.

SECTION - 2

CONDITIONS OF CONTRACT

SECTION 2

CONDITIONS OF CONTRACT

A.GENERAL

Definitions

Acceptance date is the date when the Employer accepts the bid of the successful bidder by issuing a Letter of Acceptance.

The Completion Date is the date on which the Contractor shall complete and commission whole of the Works, duly notified by the Chief Engineer or any other person duly Authorised by him, that the Employer can put to 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.

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.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is the bidder whose bid to carry out the Works has been accepted by the Employer and includes his legal heirs, successors, assignees.

The Contractor's Bid is the complete bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Days are calendar days & **Months** are calendar months as per English Calendar.

Defect is any part of the Works not completed in accordance with the Contract & material specifications. Also it shall include any works, or part thereof going faulty during Defect Liability Period.

The Employer is the Superintending. Engineer, O & M Circle, Yavatmal Maharashtra State Electricity Distribution Company Ltd (MSEDCL), who will have the necessary authority to get the project executed 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 Chief Engineer, Amravati Zone, Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), Pune.

The Engineer is the person of the 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.

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.

Construction Equipment is the Contractor's machinery and vehicles brought temporarily to the site to complete the Works.

Plant is any integral part of "the Works" which is to have a civil, mechanical, electrical, electronic or chemical function.

The Site(s) is/are the area (s) defined as such in the Contract Data for execution of works & includes contractor's site store.

The start Date is the date of execution of Contract Agreement. It does not necessarily coincide with any of the Site Possession Dates.

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.

A **Variation** is a modified instruction given by the Employer, which varies "The Works".

The Works means contract for providing & replacement of Physical Protection to Pole Mounted Dist. Transformers under Yavatmal Circle.

Defect Liability Period means the period, which begins at the completion, final acceptance, and handing over of the "**Works**" or its Sub-items & extends upto 1 year thereafter.

Defect Correction Period means the period, which begins after receipt of Notice of Defect & extends up to 60 days thereafter.

Defect Notice Period means the period after observation of "Defect" within which the Employer should notify the Bidder about the "Defect". This notifying of defect shall be normally immediate.

2.0 Interpretation

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

3.0 Language and law.

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

4.0 Decisions

The Employer shall 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 Contractor 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 rom 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-Contractors hall 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.

Personnel

The Contractor may 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.

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 shall ensure that the person leaves the Site immediately and in any case within seven days and such person will have no further connection with the work in the Contract.

10.0 Power, Water and Communication

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for undertaking the works mentioned under the contract at his own cost.

11.0 Surplus Material

On completion of the work, all such material lying at the site, if any, that remained unutilised shall be removed by the contractor at his own expenses the site cleaned as per requirement of MSSEDCL.

12.0 First Aid

13.0 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.

14.0 Force Majeure

Force majeure is here in defined as any cause, which is beyond the control of the Contractor or MSSEDCL as the case may be, which they could not foreseen or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, which includes the following:

- Natural Calamity including but not limited to flood, drought, earthquake, epidemics, volcanic activities, typhoon or cyclone, hurricane and nuclear disaster;
- The Contractor or the MSSEDCL shall not be liable for delay in performing the irrespective obligations resulting from any force majeure cause as referred to and/or defined above, the date of completion shall be extended by a reasonable time even though such cause may occur after the Contractors performance of his obligations has been delayed for other causes.

15.0 Insurance

The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.

- a) Full cover against damage too the people"s property caused by the Contractor"s acts or omissions.
- b) Covered against death or injury caused by the Contractor"s acts or omissions as per laws applicable in India to
 - (i) Any one authorized to be on the Site.
 - (ii) Third parties who are not authorized on the Site.
- c) Full cover against theft and damages to the Works and materials during storage and construction.
- d) Contractor shall pursue the matters related to insurance claims in association with the Employer.
- e) 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.
- f) 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.

Both parties shall comply with the condition soft he Insurance policies.

The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as maybe necessary and for all such amounts to protect his interests and the interest of the Employer, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is commissioned by the Contractor and accepted by the Employer shall be to the account of the Contractor. The Contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract.

As per Govt. of Maharashtra Resolution No. Vimas-1011/Prakra 15/VimaPrashasan Dated:-29-04-2011, the Contractor shall obtain the Contractor"s all risk (CAR) Insurance Policy or Transit cum erection (TCE) or Erection all risk (EAR) Insurance in respect of contract work from the Insurance Company approved by Director of Insurance, Govt. of Maharashtra, Graha Nirman Bhavan (MHADA), 264, First Floor, Opp. Kalanagari, Bandra(East), Mumbai, under direct method or from the insurance company approved by the Director of Insurance on Co-Insurance cum servicing basis under indirect method. For your information, Name, address and contact nos. of the Insurance Company in Pune is given below.

National Insurance Co. Ltd., Red Cross House, 11, M.G. Road, Pune-411 001.
OfficeCode-270106.BranchIncharge:Ms.HemaS.Lachke.Mobile:9050004322.
Phone: 020- 26134267 (O), 26052573 (Fax).

INDEMNIFICATION OF EMPLOYER

The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer of all liabilities which may come up due to any act or omission on the part of Contractor and cause harm/damage to other Contractor/ representatives of Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.

The Contractor shall necessarily indemnify the Employer in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

WORKMEN'S COMPENSATION INSURANCE

This insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employees, which for any reason are not covered under the workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall in such a form to protect the Contractor against all claims for injuries, disability, diseases and death of members of public including the Employer's men and damage to the property of others arising from the use of motor vehicle during, on or off the site operations, irrespective of the Ownership of such vehicles.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor for defending litigations, whether criminal, civil or both.

The hazards to be covered will pertain to all the areas and works which the Contractor, his sub-Contractors, his agents and his employees have to perform pursuant to the Contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect.

16.0 Queries about the Contract Data

The Employer shall give instructions clarifying queries about the Contract Data.

17.0 Contractor to Construct the Works.

The Contractor is responsible for supply, transport, construct, install, testing and commissioning and hand over the works in accordance with the relevant Specifications and Drawings.

All the works should be carried out in conformity with the provisions under IE Rules 1956 and Electricity Rules, 2005.

The Bidder shall be responsible for co-ordinating and liaising with the various offices i.e. Electrical Inspector Office, Municipal Offices, and any other Department, consumer or a group of consumers etc., needed for timely completion of the work. Any amount towards the legitimate fees like Electrical Inspector Charges shall be initially paid by the contractor and the same will be reimbursement to him in the running bill payment on submission of documentary evidence.

18.0 Quantity Variation

The employer reserves the right to vary the quantities of items or group of items ordered, as may be necessary, during the execution of contract without change in unit price or other terms and conditions. The variation in contract price due to this change in quantity shall be limited to increase or decrease by up to 5% (Five percent) of the original contract price. In case unit prices are not available, the prices for the items added or deleted shall be mutually agreed upon.

19.0 Deduction from total contract price

The employer shall claim all costs, damages or expenses that the owner may have paid, for which under the contract the contractor is liable. The employer to the contractor shall bill all such claims regularly as and when they fall due. Such bills shall be supported by appropriate documents or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the employer may then deduct the amount from any monies due or becoming due by him to the contractor under his contract or any other contract. The amounts may be recovered by the action of law or otherwise, if the contractor fails to satisfy the employer of such claims.

20.0 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.

21.0 Safety**Works and Safety Regulations:**

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 is expected to observe all the safety rules and regulations enacted as per laws applicable.

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.

Electrical Safety Regulations:

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.

22.0 Security

The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. 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 the work site only with the written permission of the engineer in the prescribed manner. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Engineer.

23.0 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be 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.

24.0 Instructions.

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

25.0 Arbitration**The matters to be determined by the Chief Engineer (C.E.):**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the C.E. and the C.E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

- (i) **Demand for Arbitration:** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSEDCL of any certificate to which the contractor may claim to be entitled to, or if the C.E. fails to make a decision within 120 days then and in any such case the contractor after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration. Such a demand shall be made to the Executive Director concerned.
- (ii) The demand for arbitration shall specify the matters, which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSEDCL.
 - (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The MSEDCL shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
- (iii) No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defence there of during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the contractor (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the MSEDCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSEDCL shall be discharged and released of all liabilities under the contract in respect of these claims.

Obligation during pendency of Arbitration:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the MSEDCL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

- (i) In cases where the total value of all claims in question added together does not exceed ₹1,00,00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the MSEDCL or

Serving or retired officer of the MSEDCL/ Government not be low the grade of C.E. or equivalent nominated by the Managing Director of the MSEDCL in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the MSEDCL.

- (ii) In cases the value of the claim exceeds `1,00,00,000/- (Rupees One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEDCL/Govt. not below the grade of Chief Engineer/General Manager (F&A) as the Arbitrators. For this purpose, the MSEDCL will send a panel of more than 3 names of arbitrators of one or more department of the MSEB/MSEDCL/Govt. to the contractor who will be asked to suggest to the Managing Director at least 2 names for appointment as contractor's nominee. The Managing Director shall appoint at least one of them as the contractor's nominee and will also appoint the remaining arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- (iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrators to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- (iv) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as maybe necessary to enable the Arbitral Tribunal to make the award without any delay.
- (v) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as MSEDCL's servant(s) expressed views on all or any of the matter under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (vi) Arbitral award shall state item-wise, the summandrea sons upon which it is based.
- (vii) A party may apply for correction so far as computational errors, any typographical or clerical errors or any other error of similar nature occurring

In the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.

- (viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- (ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the MSEDCL from time to time. Provided that the fees payable per arbitrator for claims up to „One Crore shall not exceed“ 2000/- per sitting subject to a maximum of „25,000/-„, and the fees payable per arbitrator for claims over „One Crore, shall not exceed“ 2000/- per sitting subject to a maximum of „50,000/-„. Provided further that the arbitrators who are in service of Govt./MSEDCL shall draw fees at half of the rates mentioned above.
- (xii) MSEDCL shall maintain a list of arbitrators. The Managing Director shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- (xiii) The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- (xiv) The decision of the so learnt arbitral or arbitral tribunal as the case may be, shall be final and binding on the parties.

Disputes

Any disputes or difference arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Pune city of Maharashtra State. The Indian Laws shall govern the contract.

26.0 Guarantee

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 1 year from the date of commissioning. Any defects developed due to defective materials and/or workmanship during testing and commissioning of the equipments or during the guarantee period of 1 year 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 or those procured by him or 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.

No repairs or replacement shall normally be carried out by the Engineer when the installation/works 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.

If it becomes necessary for the Contractor to replace or renew any defective portion of the installation/works under this clause, the provision of this clause shall apply to the portion of the plant so replaced or renewed until the expiry of 1 year from the date of such replacement or renewal and/or until the expiry of 1 year from the date of commissioning of the installation/ works and final acceptance by the employer, whichever is later.

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

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.

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.

The Contractor shall promptly provide adequate staff at sites during guarantee period to attend to defects, if any. If it is not attended, then the loss arising will be recovered from the Contractor.

27.0 Uncorrected Defects after Completion Date

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.

The Employer shall give the Contractor at least 7 days 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. In addition to the above, MSEDCL may initiate any action against the contractor as deemed suitable.

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

28.0 Payment Terms

All payment due to the Contractor shall be paid only through RTGS by the concerned Superintending Engineer of the Circle.

The employer shall make progressive payments as and when they are due as per the payment schedule. The invoices along with the documents listed in the relevant clauses of terms of payment shall be submitted by the contractor to the concerned SDO through Section Officer and the same shall be verified by concerned Executive Engineer and payments shall be released by concerned Superintending Engineer of the Circle.

Advance Payment

Not applicable to this contract.

Running Bill Payment

The Contractor shall present every month his Invoice duly quoted GST, PAN Registration No. on the bill for items supplied installed/ tested/ commissioned. After verification by the concerned S.D.O. & EE, all items having financial value shall be entered and certified in Employers Measurement book. Running Bill payment of the Installation & commissioning charges shall be made for the items supplied, installed, tested & completed after making adjustment for incomplete work(s) will be arranged.

The contractor shall provide following documents to claim the payments.

- Invoice (For Equipment and completed Work): 3 Copies;
- Satisfactory work completion certificate from concerned Sub Dn Officer: 3 Copies;
- Copy of Challan duly signed by the contractor and the Engineer-in-charge.

The measurement entered in "Measurement Books" and bills prepared shall be signed and dated by both the contracting parties.

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.

The Contractor shall be directly responsible for payment of wages to his workmen.

It has to be noted that all the interim and final payments to the contractors would be made after necessary certification by the concerned EE.

29.0 Liquidated Damages

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 in the contract.

The liquidated damages shall be levied @ 1 % (one percent) per day of delay or part thereof subject to maximum 10 (Ten) % of the delayed work price. In case of such maximum delay, the contract may be terminated by the Employer and the balance work shall be got completed by the Employer at the risk and cost of the Contractor.

For the purpose of levy of the Liquidated damages, the works would be considered as completed only on successful installation and commissioning of the same. For the purpose of computation of the Liquidated Damages, the total cost of the works including the material component and the corresponding erection and commissioning charges for the said works would be considered together.

The deduction of any sum under the provision of this clause shall not relieve the contractor from his obligation to complete the work or from his other obligations under the contract.

30.0 Security Deposit:

Within 7 calendar days of receipt of the Letter of award from the Employer, the successful bidder shall pay Security Deposit by Demand Draft or Bank Guarantee for an amount equivalent to Five percent (5 %) of the Contract Price.

Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

The Security Deposit is to cover additionally the following guarantee to the Employer:-

“The Contractor guarantees that the equipment installed by him shall be free from all defects in materials/workmanship and shall, upon written notice from the Employer, fully remedy free of expenses to the Employer such defects that are attributable to the Contractor within the period of guarantee specified in the relevant clause of the Contract.”

The Security Deposit is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.

The Security Deposit will be released by the Employer after satisfactory completion of the order.

The Employer is to notify the Contractor of any claim made against the Security Deposit.

The Employer may adjust Security Deposit against the any claim of MSEDCL.

The Employer is not liable to pay any interest or compensation to the Contractor for retaining the Security Deposit after the end of the guarantee period.

Termination of contract due to contractor’s default mentioned in this agreement or variation in the scope of work shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract including guaranty period.

The Security Deposit will be forfeited in case of following:

1. If, Contractor does not commence the work.
2. If the Contractor does not follow the stipulated Time schedule.
3. If the contract is terminated due to the reason sattri but able to the Contractor.
4. If the contractor does any act resulting in holding up of the project without reasonable cause.

31.0 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.

32.0 Termination

The Employer may terminate the Contract by giving 7 (seven) day’s prior written notice to the Contractor in case of happening of or continuing of the following events:

- a) The financing of the project is stopped by financiers due to any reasons there of.

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

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

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.

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

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.

If the Contract is terminated, the Contractor shall 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.

33.0 Payment upon Termination

If the Contract is terminated because of a breach of Contract by the Contractor, the Employer is to issue a certificate for the value of the work done and material or dered 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.

If the Contract is terminated at the Employer's convenience or because of 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.

34.0 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 breach of Contract by the Contractor.

SECTION-3

GENERAL SCOPE OF WORK AND SPECIALTERMS& CONDITIONS

- 1) The scope of work under this tender is design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, Providing & replacement of replacement of faulty 11kV , 22kV & 33kV CTs, PTs of Metering Cubicles / Overhead units / Kiosk of HT consumers under O & M Circle, Yavatmal as per specification given in **annexure E**.
- 2) The concerned Engineer-In-Charge should take clear,, **Line Permit**" on the distribution Transformer where the work is being undertaken.
- 3) The contract or should ensure that electric supply is made „**DEAD**" before staring the work of providing & replacement of replacement of faulty 11kV , 22kV & 33kV CTs, PTs of Metering Cubicles / Overhead units / Kiosk of HT consumers and should take every care to avoid accident. MSEDCL will not be responsible for any type of accident (electrical or mechanical) if so occurred to his workmen during the contract period.
- 4) During work, the contractor will have to provide necessary arrangement for fencing, caution board, red lamps, sign board as „DANGER" whenever & wherever required. In case of violation of any Traffic rules, penalty charged by Road Traffic Department of PMC/PCMC or Police Authority will have to be paid by the contractor.
- 5) The contractor should not leave the site/spot unless the work is satisfactory completed and line is charged/power supply is restored.
- 6) After completion of the work in satisfactory manner, the contractor should submit a bill in triplicate duly quoted with PAN, GST Registration No. on the bill to concerned Section Officer within 3 days from the work done.
- 7) Upon receipt of bill from the contractor, the Section Officer should certify the bill as per order terms and conditions within 3 days and submit it to Sub-Divisional Officer.
- 8) Sub-Divisional Officer will forward the bill to Division Office for passing and payment within 3 days after making necessary entry in ERP system.
- 9) Payment will be made by concerned Supdtg. Engineer of the Circle after deducting Income Tax, Liquidated damages for late work done, security deposit and other statutory deductions, loss to MSEDCL if any.
- 10) AseparateregistershouldbemaintainedatDivisionlevelhavingdetailsofworkdone.
- 11) AccountofexpenditureincurredagainstthisordershallbemaintainedatDn. level.
- 12) Rate accepted in this contract are valid for a period of one year or till order amount is completed which is earlier. However, the employer reserves the right to terminate the contract at any stage by giving 7 days notice.

ADDENDUM TO SPECIAL TERMS AND CONDITIONS FOR THIS CONTRACT

- 1) Quality of material should be good and **ISI** make.
- 2) Material should be guaranteed for one year from the date of replacement.
- 3) The contractor/his supervisor along with his staff/workers and required material, T&P should attend the location given by MSEDCL Engineer/staff to him.
- 4) If the contractor does not attend the work, but makes obstruction/objection to do the work by other contractor, on the plea that, this division is allotted to them, such cases will be reported to police authorities for obstructions while performing Govt. duty.
- 5) In case of not attending the work for 3 occasions during contract period, the contract awarded will be terminated.
- 6) The contractor should give at least 1 contact numbers of his authorized persons, proprietors, supervisors to whom MSEDCL person should contact. All the mobile phone of contractor/his persons should **always** be in „**ON**“ position. Reasons such as-battery discharged, out of order, not reachable and switched off will not be entertained in any case.
- 7) Phone/mobile nos. shall be available for 24 hrs.
- 8) Efforts shall be made so that the electric supply will be resumed at the earliest.
- 9) Contractor should submit bills timely to Sub-Dn., Dn., for necessary entry in ERP system, effecting payment etc. Concerned S.O./S.D.O./E.E. should timely take action for further processing of bill but within 7 days.
- 10) Monthly statement of the work done during the month should be given to Circle Office.
- 11) Proposals for extension order should be sent to this office in time. (After completion of 70% of the order value) along with the statement of work done, consent of the contractor and recommendations of the EE.
- 12) The SE instructions will be in addition to General Scope of Work and Special Terms and Conditions.

SECTION-4

SAMPLE FORMATS

SAMPLE FORM-A**(On Bidder's Letter head)
Bid Form**

BIDNO. SE/YTL/TECH/TENDER/2024-25/T05

Contract for work of providing & replacement of faulty 11kV, 22kV & 33kV CTs, PTs of all type of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers units under O & M Circle, Yavatmal

To

**The Superintending Engineer,
MSEDCL, O & M Circle, Yavatmal, Maharashtra.**

Sir,

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree for work of faulty 11kV, 22kV & 33KV CTs, PTs of all type of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers units under O & M Circle, Yavatmal as defined in the bid document and hand over the completed works as described above in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

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 thereof for the rejection.

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 60 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 of the Authorized Signatory

Name of the Authorized Signatory:

Designation _____ :

Name & Address of the company:

Date _____

Seal of the Company

Witness:

1).Name _____ :

Signature: _____

Address: _____

2).Name _____ :

Signature: _____

Address: _____

(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**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, _____ [Name of Bidder] (here in after called "the Bidder") has submitted his bid dated _____, 2024, for providing & replacement of replacement of faulty 11kV, 22kV & 33kV CT, PTs of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers units under Ganesh khind Urban Circle **Tender No. SE/YTL/TECH/TENDER/2024-25/T05** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (here in after called "the Bank") are bound unto the Maharashtra State Electricity Distribution Company Limited, Represented by the **Supdt. Engineer, (O & M Circle, Yavatmal)**, Maharashtra State Electricity Distribution Co. Ltd., 3rd, Arni Road, Yavatmal (here in after called the **Employer**) in the sum of

_____ (Rupees _____ only) for which payment well and truly to be made to the said Employer. The Bank binds himself, its successors _____ [Address of branch office at Pune, Maharashtra],

SEALED with the Common Seal of the said Bank this _____ day of _____, 2024

THE CONDITION Soft his obligation are if the bidder:

- (1) Withdraws his Bid during the period of Bid validity specified in the Form of Bid ; or
- (2) Refuses to accept the correction of errors in his Bid; or
- (3) is determined at any time prior to award of contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- (4) having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provided that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **90 days** after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, 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 Bank's authorized officer

SEAL _____

Seal & Signature of Bank's second authorized officer

SAMPLE FORM- C**FORM OF SECURITY DEPOSIT
(BANK GUARANTEE)**

To,
The Superintending Engineer (O & M Circle, Yavatmal)
 Maharashtra State Electricity Distribution Co.Ltd.
 3rd Floor, Arni Road, Administrative Building, Yavatmal,.

WHEREAS *[name and address of Contractor]* (hereinafter called "the **Contractor**") has undertaken, in pursuance of Contract No. SE/GKUC/LoA/Dated-----2023 **Tender No. SE/YTL/TECH/TENDER/2024-25/T05** for works under to undertake the work for providing & replacement of faulty 11kV, 22 kv & 33kV CTs, PTs of all type of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers units under O & M Circle, Yavatmal (hereinafter called "the **Contract**");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contract or 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]*1 _____ *[in words]*, and we undertake to pay you, through our branch office at _____ *[Address of branch office at Pune, Maharashtra]*, upon your first written demand and without cavil or argument, any sum or sums within the limits of ` _____ *[amount of Guarantee]* as afore said without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We here by waive the necessity of your demanding the said debt from the Contract or 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 **completion of the defects liability period, with a claim period of further six months.**

Yours truly,

Signature and seal of the Guarantor:

Name of Bank/Financial Institution:

Address:

Date:

SAMPLE FORM-D**LETTER OF ACCEPTANCE
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” providing & replacement of faulty 11kV,22kV & 33kV CTs, PTs of all type of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers units under O & M Circle, Yavatmal in Maharashtra State, for Contract Price(amount in figures and words),as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 7days and sign a contract agreement within 7 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 Authorised to sign on be half of the Employer)

Copy to:

1. The Manager(F&A),MSEDCL, O & M Circle, Yavatmal

SAMPLE FORM-E**FORM OF CONTRACT AGREEMENT**

This agreement made this _____ day of _____ 2024, between the Maharashtra State Electricity Distribution Company Limited, represented by the Supdt. Engineer (O & M Circle, Yavatmal), Maharashtra State Electricity Distribution Company Limited, 3rd Floor, Arni Road, Administrative Building, Yavatmal, Maharashtra (India) (here in after called "the Employer") of the one part and _____ of _____ (here in after called "the Contractor") of the other part.

Whereas the Employer desires that the works for providing & replacement of faulty 11kV, 22KV CTs, PTs of all type of Metering Cubicles/ Overhead units/ Kiosk of HT Consumers/ units under O & M Circle, Yavatmal **SE/YTL/TECH/TENDER/2024-25/T05** 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 here in after referred to.
 2. The following documents shall be deemed to for mandread and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ dated _____
 - (b) The Bid dated _____
 - (c) The Conditions of Contract (Part I and II)
 - (d) The Completed Schedules, and
 - (e) 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** where of the parties here to have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authority signature of Contractor

Authority signature of Employer

SEAL

SEAL

In the presence of:

In the presence of:

Name _____

Name _____

Signature _____

Signature _____

Address _____

Address _____

SAMPLE FORM-F**Check list Qualification Information**

(Tenderer is specifically requested to check the list before submitting the tender)

Sr. No.	Particulars	Comments of the Tenderer
1	Purchase of Tender: Please quote Money Receipt No.& Date against which Tender is purchased	
2	Earnest Money Deposit: E.M.D. paid vide Money Receipt No. & Date (if by DD)	
3	SSI Registration: Whether registered as SSI Unit. If yes, quote Registration No. (Please enclose a copy of SSI Registration including the material (item) of the Bid offer)	
4	Type of Concern: Whether the unit is proprietary/Partnership/Private Ltd.or Limited Company.	
5	Past Performance: Whether you have executed orders of similar nature (Please Attach experience certificate along with copy of orders executed)	
6	Shop Registration No. and validity	
7	GST Registration No.	
8	PAN No.	
9	Sample Form A: Bid Form	
10	Positive Networth equivalent to tender value	
11	Certificate of Registration Of manufacturing unit under Factories Act/ Shop Act/ Registration for trading.	
12	ISI MARK material to be provided	
13	The bidder should have minimum experience of works to amount Equivalent to atleast 20% of the bid value or two orders of 25% Of bid value or 3 orders of 30% of bid value.	
14	Last 3years Balance sheets & Income Tax Returns for FY 2019-20,20-21,21-22	
15	The tenderer should have proven similar type of experience of not less than 3 years (April-2021 to March-2024) in design, manufacture, supply at works for the material offered. Copies of supply order received should be enclosed with tender documents & Value of these orders should not be less than Rs. 5.00 lakh in 3 years taken together.	
16	Avg Annual Turn- Over of Last three financial years: Should be 30% of tender value Please enclose copy of the Balance Sheet and Profit and Loss Statement duly attested by the CA for last 3 years.	

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 declare that, the major goods to be supplied are manufactured by (Name of the eligible source company (manufacturer)) & are confirming to the Technical Specifications of this Bid.

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

I, further hereby agree to carry out the work for providing & replacement of faulty 11kV, 22KV & 33kV CTs, PTs of all type of Metering Cubicles/ Kiosk of HT Consumers units under O & M Circle, Yavatmal on the lowest acceptable rate quoted by any other tenderer if contract is awarded to me.

Signature

Name & designation

Date:

Name of Co.

Place:

Address

**MAHARASHTRASTATE ELECTRICITYDIST. CO.LTD.
O & M Circle, Yavatmal**

ANNEXURE „G“ TECHNICAL

Technical Specifications of providing & replacement of faulty 11kV,22KV & 33 kV CTs,PTs of all type of Metering Cubicles/ Kiosk of HT Consumers under O & M Circle, Yavatmal.

TECHNICAL SPECIFICATIONS :- Circular Attached along with



**Maharashtra State Electricity Distribution Company
Limited O & M Circle, Yavatmal**

**Tender for Providing & Replacement of faulty 11kV,
22kV & 33 kV CTs, PTs of all type Metering Cubicles
of HT consumers at site under O & M Circle,
Yavatmal.**

TenderNo.SE/YTL/TECH/TENDER/2024-25/T05

VOLUME-2

PRICE BID



Executing Agency

Superintending

Engineer

**Maharashtra State Electricity Distribution Co.Ltd.
O & M Circle, Yavatmal
3rd Floor,Arni Road , Yavatmal. (Maharashtra)**

ANNEXURE 'I'

PRICE BID

(RATES TO BE QUOTED BY AGENCY& SUBMITTED ONLINE IN PRICE BID PART ONLY)

Tender No. **SE/YTL/TECH/TENDER/2024-25/T05**

Providing & replacement Of 11kV , 22kV & 33kV CTs, PTs of all type Metering Cubicles/Kiosk of HT consumers at site, by dry type resin cast for Metering by having Insulation Class E.

Sr. No.	Particulars	Unit	Providing & Replacement of faulty CT/PT at site Charges (in Rs and in words) Exclusive of GST		
			Material Cost	Labour Charges	Total
1.	11kV CT having ratio 5/5A,10/5A,25/5A CL:0.5S, Burden 10 VA	No.			
2.	11kV CT having ratio 50/5,100/5A, 200/5A, 300/5A, CL:0.2S, Burden 10 VA	No.			
3.	22kV CT having ratio 5/5A,10/5A,25/5A,CL:0.5S, Burden 10 VA	No.			
4.	22kV CT having ratio 25/5A, 50/5A or 100/5A, 200/5A,300/5A,CL:0.2S, Burden 10 VA	No.			
5	33kV CT having ratio 5/5A,10/5A,25/5A,50/5A	No.			
6	33kV CT having ratio 100/5A,200/5A,300/5A,400/5A	No.			
7	11kV PT Class of accuracy 0.5,Burden 50VA	No.			
8	11kV PT Class of accuracy 0.2, Burden 50 VA	No.			
9	22 kV PT Class of accuracy 0.5, Burden 50 VA	No.			
10	22 kV PT Class of accuracy 0.2, Burden 50 VA	No.			
11	33 kV PT Class of accuracy 0.5, Burden 50 VA	No.			
12	33 kV PT Class of accuracy 0.2, Burden 50 VA	No.			
13	Cable Terminal Bushing - 11kV	No.			
14	Cable Terminal Bushing - 22kV	No.			
15	Cable Terminal Bushing - 33kV	No.			
16	Fixing of 11 kV Epoxy compound to stud to CT/CT to PT/PT to stud	Per Job			
17	Fixing of 22 kV Epoxy compound to stud to CT/CT to PT/PT to stud	Per Job			
18	Fixing of 33 kV Epoxy compound to stud to CT/CT to PT/PT to stud	Per Job			

- 1) **Bifurcation of quoted rates in Annexure to be attached separately for material cost and labour charges etc .**

NOTE :-1) The above rates are inclusive of Transportation with loading & unloading of material by contractor from his stores to work site & Vice versa.

The arrangement of cranes if necessary for unloading or loading of material should be made by the contractor; no extra charges will be paid by the MSEDCL.

- 2) The contractor will have to obtain all statutory permissions such as way leave & road permissions from the local authorities if required.
- 3) The rates quoted by the contractor should include all local & general taxes duty etc. No extra charges will be paid. No accident/incident charges will be paid by MSEDCL.

Sign & Seal of Tenderer

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Fixing of 3 CT of HT consumer Location	PM.HTLC22.1 61	Number	995461	100		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	price bid doc	Price Section	Fixing of 3 CT of HT consumer	all price bid doc
2	Tech Doc	Technical Section	Fixing of 3 CT of HT consumer	all tech doc
3	commercial doc	Commercial Section		all comm doc