

SE/Gad/Cir/HR/Jr Asstt AC HR/OS/24-25/T-53  
**Maharashtra State Electricity Distribution Co. Ltd.**

Tender Details		14-06-2024 01:34:17
Tender Code	SE/Gad/Cir/HR/Jr Asstt AC HR/OS/24-25/T-53	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Providing skilled/unskilled manpower on outsourced basis under jurisdiction of Bramhapuri, Gadchiroli, Allapalli Division under Gadchiroli	
Estimated Cost (In Lakhs)	73.2	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Y S Gore , 9158135593 ,segadchiroli@gmail.com	
Pre-Qualifying Req	As per tender conditions.	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Human Resource (Accounts and Allied)	
Office Type	CIRCLE	
Location Type	Gadchiroli Circle	
Designation	Manager(HR)	
Pre-Bid Meeting Address	Office of the Superintending Engineer, O&M Circle, M.S.E.D.C.L., 1st Floor, Vidyut Bhavan, Potegaon Road, Gadchiroli-442605.	
Bid Opening Address	Office of the Superintending Engineer, O&M Circle, M.S.E.D.C.L., 1st Floor, Vidyut Bhavan, Potegaon Road, Gadchiroli-442605.	
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	15-06-2024 00:00	
Tender Sale End Date	25-06-2024 00:00	
Bid Start Date	15-06-2024 00:05	

Bid End Date	25-06-2024 15:00
Pre-Bid Meeting Date	19-06-2024 11:00
Techno-Commercial Bid opening on	25-06-2024 15:30
Price Bid opening on	25-06-2024 16:00
Annexure C1 Opening Date	NA
Winner Selection Date	25-06-2024 17:00
Can Bidder Opt EMD Exemption	Y

**ADDITIONAL INSTRUCTIONS**  
(Applicable for tenders called on Rate Contract basis)

**RATE CONTRACT:**

The terms and conditions for the rate contract shall be same as those specified in Annexure 'A' Conditions of Tender & Supply, with the following additions/modifications. These clauses are applicable wherever they are deviating from the relevant clauses of the tender form and shall supersede the terms & conditions mentioned therein and shall be applicable to the rate contract tender.

**1.0 PERIOD OF RATE CONTRACT:**

The rate contract shall be in operation for a period of one year from the date of Award of Contract.

**2.0 QUANTITY:**

- 2.1 Quantity ordered in Annexure 'B' of the tender documents or quantity, which shall be ordered on successful bidder, is only the estimated requirement for the contract period of one year. The actual supply against the contract shall be limited to the quantity demanded during the contract period which shall not be less than 40% of the ordered quantity.
- 2.2 It will not be binding on the part of the purchaser to draw the entire quantity during the contract period.
- 2.3 On expiry of the contract period, any undemanded portion of the contract shall stand automatically cancelled without any financial liability on either side.

**3.0 DELIVERY PERIOD:**

- 3.1 The delivery schedule offered shall indicate the quantity of first lot and the rate per month at which the supply shall be effected.  
For quantities demanded upto 40% of the contract quantity, commencement period will be allowed for the first demand only. The deliveries of subsequent demands shall be effected at the agreed monthly rate from the date of receipt of such demands or the expiry of the delivery period of the earlier demands whichever ever is later.  
For the balance quantity over and above 40% of contract quantity, if demanded separately, the delivery period as agreed including the commencement period will be applicable.
- 3.2 The demanding officer will issue dispatch instructions as per his requirement. The quantity demanded per consignee could be less than or equal to monthly lot specified in the contract. Whenever as per demands, the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity, the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- 3.3 In the last demand/s made, if the deliveries cannot be effected within the contract period after counting the delivery period in the above manner, the contract period shall stand automatically extended till the expiry of the delivery period counted in the above manner, unless instructed by the concerned Demanding Officer not to dispatch the material after expiry of the contract period.
- 3.4 The commencement of the delivery period shall include the period for submission of prototype/ sample (wherever applicable) and approval of the same and also the time required for routine inspection and approval of test certificates, wherever required.



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**Maharashtra State Electricity Distribution Company Limited**

**Gadchiroli Circle**

**Tender For Work contract for providing outsource  
Skilled, Jr.Asstt.(AC)(HR)/ Manpower Under Gadchiroli,  
Circle And Gadchiroli Division,**

**TENDER NO. SE/Gad/ Cir/HR/Jr.Asstt.(AC/HR)/ OS /24-25/T-53**

**VOLUME-I**

**Technical Bid**

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Office of the Superintending Engineer, O&M Circle,

1st floor, Viduyt Bhawan,

Potegao Road, Gadchiroli

Phone No. 07132-233115, Mob No7875009338

E-mail : [segadchiroli@gmail.com](mailto:segadchiroli@gmail.com)



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION Co. Ltd.**  
**Gadchiroli CIRCLE**  
**TENDER DETAILS**

Tender No.	SE/Gad/ Cir/HR/Jr.Asstt.(AC/HR)/ OS /24-25/T-53
Name of the Work	<b>Work contract for providing outsource Skilled, Jr.Asstt.(AC/HR) Manpower Under Gadchiroli Circle And Gadchiroli Division</b>
Estimated Cost	<b>Rs. 73,20,335/-</b>
Tender Fee	Rs. 5000/- + 18% GST =Rs. 5900/-
E.M.D.(1% of tender cost) to be paid	<b>Rs.73203/-</b>
Download of Tender documents from website up to (Sale Date)	From 15.06.2024 to 25.06.2024
Last date of submission/upload of Tender documents on website	25.06.2024 up to 15.00 Hrs.
Date of Pre bid meeting	19.06.2024 at 11.00 Hrs
Date of opening of Technical Bid	25.06.2024 at 16.00 Hrs. (If Possible)
Date of opening of Price Bid	Will be conveyed later.
Executing Agency	Superintending Engineer, MSEDCL, <b>Gadchiroli Circle</b>
Address & contact person	MSEDCL, Office of the Superintending Engineer, O&M Circle, 1st floor, Viduyt Bhawan, Potegao Road, Gadchiroli Phone No E-mail :
Phone No. (Office)	07132-233115,
Mobile No.	7875009338
E-mail	<a href="mailto:segadchiroli@gmail.com">segadchiroli@gmail.com</a>
Website	<a href="http://www.mahadiscom.in">www.mahadiscom.in</a>
Name and Address of bidder	M/s.
Name of the proprietor /authorized person.	
Telephone No.	
Fax No	
Mobile no.	
E-mail	

**Note: - The undersigned reserves right to reject any or all offers without assigning any reason. This office takes no responsibility for delay / loss / non receipt of documents sent by you.**

**Superintending Engineer,  
Gadchiroli CIRCLE**

**SEAL & SIGNATURE OF TENDERER**



TO,

M/s. ....

.....

.....

Dear Tenderer,

Please quote the lowest rates for the work specified in the Bid Document for **Work contract for providing outsource Skilled, Jr.Asstt.(AC/HR) Under Gadchiroli Circle And Gadchiroli, Division**, All the tender documents including cover page should be submitted online duly filled-in and digitally signed by the Tendered. Rates should be quoted in the Price Bid only. Tenders in any other form or on the letter heads will not be acceptable. If at all, you desire any additional information to be submitted, you may attach separate sheets to the tender documents.

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**Superintending Engineer,  
Gadchiroli Circle**

**SEAL & SIGNATURE OF THE TENDERER**



### **TENDER NOTICE**

e-Tender are invited from eligible Registered contractors/ Agencies for following works.

<b>Tender No.</b>	<b>Particulars</b>	<b>Tender Amount in Lakh</b>	<b>E.M.D. Amount in Lakh</b>
SE/Gad/ Cir/HR/Jr.Asstt.(AC/H R)/OS /24-25/T- 53	<b>Work contract for providing outsource Skilled, Jr.Asstt.(AC/HR) / Manpower Under Gadchiroli Circle Gadchiroli, Dn.</b>	Rs. 73,20,335/-	Rs. 73,203/-

#### **TERMS & CONDITIONS:-**

- 1) Price of Tender form : - Rs. 5000/- + 18 % GST=5900/-(Non-refundable)
- 2) Date of sale of Tender up to:- 15.06.2024 to 25.06.2024  
(Only on website)
- 3) Last date of submission of tender :- 25.06.2024 up to 15.00 hrs.  
(only on website)
- 4) Date of opening of tender: - 25.06.2024 at 16.00 hrs.  
(Technical Bid)
- 5) Pre bid meeting :- 19.06.2024 at 11:00 Hrs.
- 6) Tender without EMD will not be accepted.

The Tender documents can be downloaded from our website [www.mahadiscom.in](http://www.mahadiscom.in).  
The undersigned reserves right to reject any or all offers without assigning any reasons there of.

**Superintending Engineer,  
Gadchiroli Circle**

**SEAL & SIGNATURE OF THE TENDERER**



## MAHARASHTRA STATE ELECTRICITY DISTRIBUTION Co. Ltd.

### INSTRUCTION TO BIDDERS

- 1) The executive agency (Also referred as the employer) invites the sealed tenders from eligible Bidder for work contract for providing outsource skilled, **Jr.Asstt.(AC/HR Manpower Under Gadchiroli, Circle Division (the quantity may increase or decrease as per the approval of Committee of Gadhiroli Circle )** as mentioned in tender as defined below: Successful bidder has to start the work at as per activity schedule annexed separately.

#### 2) Eligibility Criteria

- a) The Tender is open to individual Tendered who satisfy the qualification criteria set forth in Bidding documents with respect to their experience and financial capabilities.
- b) The Tendered shall be reputed agencies registered under appropriate class and /or who has Executed work of similar nature and value under single contract, and registered contractor Under MSEDCL etc.  
Net worth: The bidder should have positive net worth.
- c) The average annual turnover of the tendered for last three years should be 50% of estimated cost. Further ,the tendered should have completed similar works for 30% of the estimated cost During last five years. They should submit the copies of last three years Income tax returns along with PAN number & balance sheet copies.
- d) Tenderness printed terms and conditions, will not be considered as forming part of the tender. The tender submitted without payment of EMD as well as incomplete tenders or submitted With incomplete documents will not be considered.
- e) The rates quoted will be considered firm for contract period or till the vacancies are filled in Whichever is earlier or there after cancellation of consent for tender rates by the Contractor.
- f) Tenderness Joint venchar Not allowed

**The rates may change time to time as per Govt notification .**

#### Pre-Qualifying Criteria

- a) The tendered should satisfy themselves before purchasing online tender that they meet all above qualifying criteria. The Tendered shall furnish the original documents in support for fulfillment of pre-qualifying criteria and other tender requirements after opening of tender if asked for
- b) The Tendered not fulfilling the criteria of submission of the documents as specified will be disqualified. The online purchase of tenders, documents does not necessarily qualify the Tendered for acceptance.
- c) The participation in the tenders, online registration is mandatory.
- d) The Tender documents will neither be issued manually nor be sent by post or Courier. Payment of E.M.D shall be effected before uploading of tender documents. Scanned copies of following documents to be uploaded in Technical folder  
**Right to relax any of the prequalifying conditions in the interest of organization is kept reserved by MSEDCL**
- e) Bidder shall not be under a declaration of intelligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank or any State within India in accordance with Sub clause 42.1 ( c ). The bidder should not debarred/black listed in any power utilities across the India for such type of works in last five years.





### 3) Documents to be submitted along with the Bid.

This part shall contain following documents:

- a) Name of person participating in tender/Name of Firm/Sanstha/Type of Santha/Registration Certificate
- b) Permanent address of person/Sanstha
- c) **License to provide Labour**( labour license) as per relevant act. **Contractor shall provide copy of the labour license given by Assistant Labour Commissioner**
- d) Employees' State Insurance Corporation Registration Certificate with ESIC code no. on it as applicable and submit the online ECR of ESIC Contribution of last year.
- e) Employees' Provident Fund certificate with EPF Code no. on it and submit the online ECR of PF Contribution of last year
- f) Self-attested copy of Contractors Bank Name, address of bank and account no. of the contractor
- g) E.M.D.: 1% of the Tendered value should be deposited as a earnest money deposit in cash/B.G./D.D. of any Nationalized / Schedule Bank in favor of Maharashtra State Electricity Distribution Co. Ltd. payable at **Gadchiroli** or should be paid online is to be uploaded. Scanned copy of Money receipt / D.D. /successfully transaction done with transaction ID for Payment of EMD should be uploaded at the time of uploading of tender documents.  
If E.M.D. is submitted in the form of D.D, then it should be initially scanned, so that it gets converted into soft format and this soft copy of the DD should be uploaded with the other qualifying documents of the bid. The original D.D should be submitted in the office to the Executive Engineer (Admn.) on or before the due date and time of **opening of technical bid**. The M.R towards the D.D paid should be collected by the bidder within few days after submission of the same.  
In case, if EMD is submitted in the form of B.G then the same should be as per the format of **'Sample Form - 'D'** only as mentioned below. The original B.G. is to be submitted in the Circle office to the Executive Engineer (Admn.) **before the due date and time of opening of technical bid** and scan copy of this B.G is to be uploaded during online submission of the bid. The EMD in the form of B.G should be valid for period of **one month beyond the validity period of the tender**.
- h) Details of certificate of Income Tax/VAT Tax/Service Tax/Professional tax /GST etc & papers of details submitted & submit the last year returns copy.
- i) **Average annual** Turnover and Balance sheet of bidder for the last three years **FY 20-21,FY 21-22,FY 22-23** certified by Chartered Accountant
- j) **Average annual** Turnover should be 50% of tender cost.
- k) Income Tax Return submitted for the **FY 20-21,FY 21-22,FY 22-23** along-with PANCARD
- l) Tender Duly Stamped and digitally signed.
- m) Tender Form Fee of Rs.5000/- plus 18 % GST To be paid online only.
- n) Work Experience Certificate: The bidder will have to submit work experience certificate for providing persons as outsourcing (such as skilled/semiskilled/unskilled persons) at MSEDCL/MSETCL/MSPGCL or any other company or SEB during the last preceding five financial year . Out of this, the bidder should have the work experience with:
  - i. One order of at least 20 % of this tender value **or**
  - ii. Two order of at least 25 % of this tender value **or**
  - iii. Three orders of 30 % of this tender value.

(Information provided by the contractor with regards to the qualifying requirements stated in clause No. l) above needs to be supported by certificate issued by the office not below the rank of Executive Engineer. **Work in hand or order copy will not be considered as work experience**).



- o) Joint venture will not be considered to quote for Tender.
- p) In case, the contract is to be awarded to the Co-operative Society formed by the ITI/Apprentice of the Board / MSEDCL, in that case, such society should be registered with Appropriate Authority for providing **Skilled, Semi-Skilled & Unskilled Manpower**. Copy of Registration, if belongs to Co. Operative Society, Copy of Co. Operative Society Registration, in case of Society formed by Ex. Apprentices of the Board, along with,
1. In this case Society shall be of 100 % Members belongs to Ex. Apprentices only.
  2. Certificate of MSEDCL to that effect, to each Member, having completed the Apprenticeship Successfully shall be attached.
  3. All the documents from (1) to (2) are Mandatory to such society
- q) Registration of Firm with local authority i.e Shop Act, Company Incorporation
- r) Electrical contractor license/ Supervisory License.
- s) Declaration regarding basic pay, special allowance, HRA & other allowances to be paid to the. skilled, semi skilled & un skilled labour engaged will be as per the rules & regulations & the payment for each month will be made to the outsourced Skilled, semi skilled & un skilled labour through RTGS/ ECS & up to the 7th day of every month.
- 4) SCOPE OF WORK:-**
- A) Field work:**
- A. for Skilled person:**
- i) Computer Data Operator
  - i) Office Assistant Work
  - ii) Any other works as per directives given.

**Qualification:** Degree of a recognized University having passed B.COM,MS-CIT, Under Account Section, BA.MS-CIT Under HR Section. And CFC Data Entry Operator, B.Com,MS-CIT

- IV. All the risks & liability for providing **outsourced Skilled, Jr.Asstt.(AC/HR)/Manpower Under Gadchiroli, Circle And Division** by observing all legal formalities shall be at Agencies account & Agency will have to comply all the formalities and get the valid license including labour contract License permission and pay the statutory charges/ Taxes as required at agency's cost and risk only. The company will pay only rates accepted as per tender per head, per month for skilled, semi skilled & un skilled manpower only.
- 5) Area of operation:** Under jurisdiction of **Gadchiroli Circle And Division I** (all switching stations, section offices, Sub-Dn offices of MSEDCL under **Gadchiroli Circle And Division** In order to enable to Provide the skilled, semi skilled & un skilled manpower of various category, the Superintending Engineer Gadchiroli **Circle I** shall issue the work order indicating the office where to allocate the Required persons.

**6) GENERAL DISCIPLINE:-**

- A.** You and your persons shall maintain good moral character and decent behavior with all Concerned. They will not allow and indulge in drinking liquor, entry of unauthorized persons and Unscrupulous elements in Company premises. If any of your employee were found behaving in a Manner contrary to the above, contractor would replace the same.
- B.** Undersigned will have liberty to disallow any representative or person employed by you in execution of the work, in case of any misconduct or unfair practice. You will accordingly stop the person from attending to the work on receipt of such communication from the operating authority and you shall provide suitable substitute.
- C.** The workmen should be provided with a **Identity card** by the contractor.
- D.** You should provide one supervisor for supervising the work of your outsourced labours.

**7) MANPOWER :: -**

Skilled, semi skilled & un skilled Manpower in all Sub-Division/Dn. Under Jr.Asstt.(AC/HR) Manpower Under Gadchiroli, Bramhapuri, Allapalli Division

Sr. No.	Type of labour	Approximate Vacancy Position Provide the Jr.Asstt.(AC/HR)/ As on May-2024				
		Gadchiroli	Allapalli	Bramhapuri	Gadchiroli Circle Office	Total
1	Skilled	24			6	30
2	Semi-Skilled	0			0	0
3	Un-Skilled	0			0	0
	<b>Total Vacancy</b>	<b>24</b>			<b>6</b>	<b>30</b>
	<b>Total Vacancy Of 95% Field</b>	<b>23</b>			<b>6</b>	<b>29</b>

A. The work allocation & change in nature of working duty of supplied skilled, semi skilled & un skilled manpower will be as per the instruction of contractor & supervisor of contractor. Contractor have to provide the required Skilled, semi skilled & un skilled manpower as per order.

B. All the supplied Skilled, semi skilled & un skilled Manpower should have required qualification as per our rules and regulations.

C. The skilled, semi skilled & un skilled manpower supplied should be conversant with local language in **addition** to working knowledge of English. Hindi so as to interact with consumers.

D. The skilled, semi skilled & un skilled manpower supplied should be extremely polite at work.

E. Sufficient number of co-coordinators will have to be employed by agency to ensure smooth working with different MSEDCL offices.

F. No staff will be allowed to do overtime on any day.

**8) SUBMISSION OF BID**

The bid shall be submitted on line in two folders i.e. first Technical Bid & second Price Bid

**Technical Bid:** - Scanned copies of Tender fee, EMD receipt regarding both qualification Requirement & other additional documents as per clause 3 and Sample form "A" & "B" & as per Important documents.

**Commercial Bid:** -

This part shall contain only the Price Bid – strictly in the prescribed format of Price Schedule And duly stamped and signed by the bidder.

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

c. It shall be definitely understood that the MSEDCL does not accept any responsibility for the Correctness or completeness of the Price and Activity Schedule. The tender is to be submitted **online** on or before the due date and time for submission on the website. It is advisable to submit the digitally signed bids sufficiently in advance of due date and time so as to avoid last minute trafficking at server. The prospective bidder should be well aware about the online submission of the bid. Any Compliant for delay in submission of the bid due to any technical reason will not be entertained.



## 9) **BID OPENING**

- A. The employer will open the Technical bid including its modifications made as notified in the Tender notice. If the bidder or his representative wants to attend to witness the process he should sign a register evidencing their attendance.
- B. The employer will examine documents in Technical Bid, if found to be not complying with the requirement of the bid document, the employer has full power to ask agency for submission of documents, if agency failed to submit documents in time, the bid will be considered as non responsive and the Price Bid of the corresponding bid will not be opened for further evaluation
- C. If the bid is not substantially responsive, it will be rejected by the employer.

## 10) **RIGHT TO ACCEPT OR REJECT THE BID**

- A. The employer reserve the right to accept or reject any or all bids and to cancel the bidding Process and reject all bids at any time prior to awards of contract, without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidders on the grounds for the employers action.
- B. The employers dose not bind himself to accept the lowest or any bid, neither will any reason by Assigned for the rejection.
- C. Matching of Lowest Rate Option: If required, the eligible bidder who will agree to match the Lowest acceptable rate against the tender may be considered for award of contract as per his Capacity & requirement of MSEDCL. The bidder who quoted the rate within the range of 05% of the L I rate shall be considered first for award of contract on matching rate. The eligible bidder shall submit his consent for matching the lowest rate option as sought by the employer after opening of the price bid within specified time limit (To remove)

## 11. **PERIOD OF CONTRACT**

The contract period is for the period **01.05.2024 to 30.04.2025**. However the same shall be reviewed after 12 months and it will be optional for MSEDCL to terminate the contract in case of unsatisfactory service by the agency. The no. of persons and the amount of work order may change according to the filling of the vacancies by dept. posts from time-to- time. Also the undersigned has full right to terminate the work order at any time without assigning any reason by serving 7 days notice and shall be binding upon you

## 12. **LEGAL**

- A. Agency will indemnify MSEDCL, against any liability or damages by way of compensation arising from any accident to person or property of person in the agency employment.
- B. Agency will indemnify MSEDCL, against any liability or damages by way of compensation arising from any accident to person related to or unrelated to agency or MSEDCL.
- C. Agency shall bear the entire responsibility and risk relating to coverage of work force under different statutory regulations including but not limited to workman compensation Act, ESI Act, Contract Labour Act 1970, etc. and other relevant regulations, as the case may be.
- D. Agency shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. as per statutory provisions.
- E. Necessary payment and liabilities shall be the responsibility of agency irrespective of payment received from MSEDCL or otherwise. He should maintain the muster cum wage register of labour.
- F. All taxes and dues payable to government and or local authorities in respect of these works shall be the responsibility of agency and the agency will have to indemnify MSEDCL against liability on account of such levies or taxes.
- G. In the event, agency is not in a position to complete the contract or any part of contract for any reason whatsoever, MSEDCL will make ultimate arrangement to complete the work at the cost, risk and responsibility of agency, together with a fine RS. 3000/- each time. Contract will be automatically terminated at 3<sup>rd</sup> such event. The decision of competent authority will be final & binding to all.



### **13. OBSERVANCE OF STATUTORY RULES:-**

- A.** All the statutory provisions of various acts and rules of the Central and State Government will be applicable to this contract e.g. Employment and Welfare Act. 1969, Minimum Wages Act 1948, Child Labour Act, and Regulations Employee Liability Act 1938, Work men's Compensation Act 2010, Indian Factories Act 1948, I.D. Act 1947, Acts of Income Tax, Service Tax, Works Contract Tax etc. and any Other, Acts in force and as amended from time to time. The Contractor should comply with the provisions of all the above acts, rules and regulations and will be solely responsible for the observance of the provisions in the above acts/ rules and regulations.
- B.** As per the revise notification of Industry, Energy & Labour Ministry, Govt of Maharashtra issued on time to time, you have to pay the wages to your supplied skilled, semi skilled & un skilled manpower for this contract as per provision of Minimum Wages Act 1948
- C.** Contractor will have to pay the wages etc. to the supplied Skilled, semi skilled & un skilled Manpower as per minimum wages act. The payment of supplied skilled, semi skilled & un skilled manpower should invariably be made by 7<sup>th</sup> of every month irrespective of whether payment is received from MSEDCL or otherwise. All other statutory dues (PF/ESIC/PT,etc) to be paid in corresponding organization/firm by 15<sup>st</sup> of every month & by the end of following month the bill has to be sent to MSEDCL.
- D.** Contractor should maintain record of supplied skilled, semi skilled & un skilled manpower and paid wages working under him for the work. Provident fund as applicable may be deducted from their wages and maintain records & submit the same if demanded.
- E** Contractor should maintain record of **skilled, semi skilled & un skilled manpower on** outsourcing & their wages working under him for the work. He should maintain Muster Cum Wage Register Format as per circular 536 of MSEDCL dtd 02.05.2016 circular 682 of MSEDCL dtd 10.01.2017, circular 22969 of MSEDCL dtd 19.09.2017 and provide salary slip reflecting all points of above register. Provident Fund as applicable may be deducted from their wages and maintain records and submit along with bill.

### **Duties of Contractor**

- a) Work executing agency must have to deposit salary(As per Annexure VI) in bank account of supplied Labour by Cheque/RTGS/ECS before 7<sup>th</sup> of each month** irrespective of whether payment is received from MSEDCL or otherwise
- b) Work executing agency must have to deposit other statutory deduction per employee (As per Annexure VII) related govt. Department before 15<sup>th</sup> of each month.**
- c) Work executing agency must have to make payment of taxes/charges of other statutory deduction at his own cost.**
- d) After making the payment to the outsourced labour & all statutory dues at respective department, the Agency should submit all the details of payment/ challans to MSEDCL for reimbursement along with bill including service charges.**
- e) Work executing agency must have maintained Muster cum wages register and ensure the entries in it Time to time. The agency should give pay slip duly signed every month to employees.**
- f) Work executing agency must have make arrangement to provide Identity card to supplied labour duly signed by Agency.**
- g) Work executing agency must have provide PPF & ESIC number to supplied labour from date of Appointment of labour.**
- h) As per Annexure VI, Work executing agency must have to deposit net payment in bank account of supplied labour ,however deduction as per ANNEXURE VII (statutory contributions of labour ) have to pay to concerned govt. Department. Contractor should pay the various taxes of Govt dept from his own packet.**
- i) As per bonus act bonus has to pay before Diwali and submit the proof for remittance of amount**





- j) The contractor should get certified the list of outsourcing employees. and get permission from Circle Committee if any outsourced labours other than the approved list engaged. The list should include details of outsourced labour like name of outsource labour, educational qualification, Address, Bank Account No, Adhar card no. The responsibility of updating of the list is solely of Contractor. Contractor should appoint Supervisor for execution of above work smoothly.

Details of the deduction from outsourcing employees payment for paying statutory payment to various Govt departments are given below as per various acts.

- k) Rs 12/- from each labours payment in the month of June and December for paying in the office of Labour Welfare Commissioner
- l) Rs 200/- every month from each labours payment as Professional Tax for submission In the office of Professional Tax Commissioner
- m) 12 % of Basic + Sp. Allowance every month from each employees payment as employees contribution of Provident Fund in the office of Provident Fund Commissioner
- n) 1.75 % of (Basic + D.A.+HRA) every month from each employees payment as employees contribution of ESIC in the office of State Insurance Commissioner
- o) Contractor will have to pay labour welfare fund contribution of Rs 36/labour during the month of June and December & the same will be reimbursed by MSEDCL to work executing agency subject to submission of documentary evidence i.e. receipt of payment from Gadchiroli against total nos. of manpower supplied from contractor
- p) **Work executing agency will be responsible for any theft of material in concerned office and agency will be Payable to MSEDCL for loss of any financial matter**

14. All disrupts and differences of any kind whatsoever arising out of or in connection with this contract whether during the progress of the work or after its completion and whether before or after the determination of contract, shall be referred by the contractor to the Superintending Engineer of Gadchiroli Circle . The Superintending Engineer GC shall after receipt of the contractors representation make and notify decisions of all matters referred by the contractor in writing. The decision of Superintending Engineer, Gadchiroli Circle will be final and binding to all.

#### 15. RATE

Agency shall quote rate of service charges in percentage in figure and word specified in **Schedule "A"** for supplied Skilled, semi skilled & un skilled as per tender per month. MSEDCL will not pay any amount over and above the quoted rate. Price variation clause will not be considered. In case any taxes and levies are required to be paid directly by MSEDCL, the same will be debited from agency bill for making necessary payment by MSEDCL.

#### 16. TERMS OF PAYMENT

MSEDCL will make payment within reasonable period after submission of correct bill as per MSEDCL rules. No interest or penalty will be payable by MSEDCL, due to non payment of bills. Bills should be submitted to the Superintending Engineer Gadchiroli Circle.

#### 17. GUARANTEE

All Skilled, semi skilled & unskilled Manpower provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of agency, MSEDCL, will be entitled to terminate the contract at risk and cost of Agency. Further necessary legal course of action, as deemed fit will be taken for recovery of MSEDCL dues.



## 18. SPECIAL CONDITION

- A. The agency shall furnish 2% of the estimated value as a bid security as a part of bid.
- B. The EMD will be forfeited in case.
  - I) if the bidder with draws his bid during the period of bid validating.
  - II) In case of successful bidder if he fails within the specific time limit to furnish the required security deposit & performance guarantee & sign the contract agreement.

## 19 ACCEPTANCE OF TENDER: -

- a. The Tenderer on his part binds himself to execute the works as mentioned in schedule "A" in part or whole at the option of Company.
- b. Company reserves the right to divide the work in numbers of parties if necessary.( To remove)
- c. Company reserves the right to allot the work either more or less than those specified in the tender as per actual requirement

## 20. Age Limit:

It should be as per government rules.

## 21 ONE TENDER PER TENDERER: -

Each Tendered shall submit only one tender.

## 22 LANGUAGE OF TENDER: -

All the information given relating to the tender is in the English language only.

## 23 VALIDITY OF TENDER: -

All tender offers shall be open for acceptance by the Company for a period of 365 days from the date of opening of the tender. The Tendered shall be bound to carry out the works on such acceptance. All offers submitted against this tender shall be deemed to comply with this condition unless otherwise agreed by the Company

## 24 QUOTING OF RATES: -

1. The tendered must quote his rate per unit specified in the Schedule 'A' in figures as well as in words. Any variation in the rates, etc. will not be allowed on any ground such as, market price variation, mistake, misunderstanding, etc. after the tender has been submitted.
2. The tendered rate must include all charges for executing the works mentioned in tender.
3. No variation in quoted % of prices will be allowed during contract period.
4. Tenderer shall quote his rate of service charges on percentage basis as specified in **Schedule "A"** both in figures as well as in words. Any variation(s) in the rates etc. will not be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.
5. **Rates should be quoted inclusive of all taxes & duties except service tax**
- 6 The Bid price shall include all taxes and duties, inclusive of Corporate tax, Income Tax, Sales Tax (including Maharashtra Sales Tax), Works Contract Tax, Excise duty, other taxes, fees, cesses, deposits etc. whatsoever, and the Employer shall not be liable for payment for any such taxes and duties as may be applicable as per Indian Law.



- 7 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. As per the rules I.T. should be deducted at source by MSEDCL. However IT deductions at source as per Income Tax rules will be made.
- 8 TDS towards Works contract tax shall be deducted, from the payment of contract value as per the rate applicable. The WCT number may be informed.
- 9 Statutory deductions will be made as per prevailing applicable rules.
10. 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 Govt. applicable in respect of subject tender shall be reimbursed to the contractor only against due documentary proof.
- 11 However, in case of reduction/abolition of any taxes, duties, levies, cess etc. by the Central or the State Govt. during the currency of contract, the benefit of the same shall be passed on to the employer. Activity wise price quoted by the bidder /total activity wise average price quoted will be considered for rate comparison.
- 12 Maharashtra Works Contract tax (WCT) @ 4 % (As applicable at the time of submission of the tender) has been included for the entire contract value. Any statutory variation in the WCT rate during execution of works shall be to the account of bidder.
- 13 Relevant provisions under Indian laws / Acts for P.F., Labour Contract, and any other Law/ Act as may be applicable under this contract will be applicable though not mentioned specifically in above list.
- 14 The Bid price quoted by the Bidder shall be firm and not subject to price variation during the subsistence of the contract on account of cost escalation, changes in taxes etc by appropriate authority.
- 15 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 such as 'E', 'C' etc. will be issued to the contractor.
- 16 In the event of any changes on account of value added tax by Govt. after the date of submission of the Bid till the commencing of contract, the benefit out of such change shall be passed on to either of the parties.

## **25 OPENING OF TENDER: –**

1. If possible the Company will open the Folder A of the tender online in the presence of the Tenderness representatives who choose to attend at date specified.
2. The Tendered name, the presence or absence of E.M.D. & other details as may consider appropriate will be announced by the Company at the opening of Folder A.
3. The Company will examine the documents under Folder – A of tender in accordance with the document. If any of the documents under folder– A is found to be not complying with the requirement of tender document the tender will be considered as non-responsive and Folder-B of the corresponding tender will not be opened for further evaluation.
4. The responsive Tendered of the Folder-A shall be notified by the employer to attend the opening of the Folder-B of the tender.

## **26 CORRECTION OF ERRORS: –**

- 1 Tender determined to be substantially responsive, will be checked by the Company for any arithmetic errors. The Company will correct errors as follows – where there is a discrepancy between the amount in figures and in words or over written figures, the amount whichever is lower will govern.
- 2 The amount stated in the form of tender will be adjusted by the Company with above procedure for the correction of errors and shall be considered as binding upon the Tendered. If the bidder does not accept the corrected amount of tender, his tender shall be rejected and the E.M.D. will be forfeited.





## 27. SECURITY DEPOSIT: -

1 The successful Tendered will be required to pay security deposit amounting to 5% of the value of the contract either by BG/DD/Pay Order at our offices after receipt of L.O.A within 7 days. Also the successful Tendered has to pay **performance guarantee amounting to 20%** of the value of the contract which is used to deduct penalty. The amount of Rs 10/- per day per employee will be charged as penalty if salary is not done within 7 th of every month irrespective of payment done by MSEDCL. The same penalty amount will be deducted from performance guaranty. The statutory dues to be deposited before 15<sup>st</sup> of every month or else the same will be deducted from performance guarantee. Also contractor has to pay the deducted penalty amount from performance guaranty to regularise the performance guarantee amounting to 20% for further continuation of contract, failing which the order is liable to be cancelled. The detail work order will be placed only after payment of security deposit & performance Guaranty is done.

2. In the event of contractor failing to deposit such security within the stipulated period, the Company shall have full discretion to cancel the acceptance communicated to the said Tendered & E.M.D. will be Forfeited.

3 Security deposit & performance guarantee will be refunded only after completion /Cancellation of contract period subject to submission of PF withdrawal form ( Form no 13/19,10k/20,10D) of labours

### Penalty:

All the expenditure about the supplied manpower is to be done by work executing agency on his own level. As per the expenditure done by him, he has to submit the complete expenditure report to this office in prescribed format and same will be reimbursed by MSEDCL .e.g. Work executing agency has to pay monthly wages to the supplied labour on or before 7<sup>th</sup> of every month and deduction from labour salaries and contractor liability has to pay to concerned govt. department(i.e. PF ,ESIC, Labour welfare office etc.) before 15<sup>st</sup> of every month. He has submit the last month bill at the end of next month. Accordingly payment will be done by MSEDCL in further next month subject to availability of fund. In case work executing agency has not paid monthly wages on or before 7<sup>th</sup> of each month ,the penalty will be imposed on him Rs 10 per day per labour. The penalty amount will be deducted from performance guaranty. The statutory dues to be deposited before 15<sup>st</sup> of every month or else the same will be deducted from performance guarantee. Which clearly means that he has ability to pay at least three month labour payment on basis of his own capacity.

## 28 QUALITY OF WORKS: -

- 1 The works should be carried out as per Company Standards & specifications and to the full Satisfactions of operating authority or his representative.
- 2 The work should be of best workmanship to the required Standard for such work.

## 29 INSURANCE:

In all cases Insurance shall be done by the supplier with Government Insurance Fund or with other Insurance authorities subject to our approval for all risks. *As per the Government of Maharashtra resolution (As per the directives of Circular No.IR/Insurance/9623 dated on 13/04/2012),contractor all risk (CAR)insurance policy or transit cum erection(TCE) or erection all risk(EAR) insurance in respect of contract works awarded by MSEDCL as principle to contract work & workman compensation insurance in respect of workman engaged & deployed by contractor to complete contract work, is required to obtained from Director of insurance the Govt. of Maharashtra.*

*"The contractor shall obtain the insurance policy as mentioned above from insurance company approved by Director of Insurance, Govt. of Maharashtra". After the receipt of LOA ,work executing agency has to submit the copy of CAR insurance for said contract along with SD(@5%) and performance Guaranty (@20%)*



**Approved agency address**

**National Insurance Company Limited**  
**2<sup>nd</sup> floor, Jasraj Commercial Complex, Vallipeer Station Road,**  
**Kalyan (W), Dist Thane 421301 Email :-261900@nic.co.in**  
**Office code : 261900, Mr. M.K. Ranvir D.M. Email ranvir@nic.co.in**  
**Phone No:-2512318480 direct 251 2318702 fax 251 2313896, 251 2319202**  
**Mobile no 9422216122.**

**30 ACCIDENT:**

The Contractor shall be solely responsible for the safety of their persons including payment of compensation to be paid in case of any accidents of any nature e.g. fatal / nonfatal / Electrical / Mechanical etc. The Contractor will also be solely responsible for the safety of Company's equipment, material, and property in the Company Office.

**31. RESPONSIBILITY OF ANY LOSS OR DAMAGE TO COMPANY'S PROPERTY:**

You should take all precautions to ensure that no damage is caused to any equipment of the Company due to any action of you or yours persons. You will be solely responsible for cost and consequences for damage to any equipment and shall make good and pay for the loss sustained by the Company.

**32. GENERAL DISCIPLINE:**

- 1 The contractor and his persons shall maintain good moral character and decent behavior with all concerned. They will not allow and indulge in drinking liquor, entry of unauthorized persons and unscrupulous elements in company office. Any person found behaving in a manner contrary to the above would be disqualified for doing duties & must be replaced forth with by the contractor.
- 2 Contractor & his persons should behave polite with consumers & company officials.

**34. DETAIL WORK PROCEDURE: -**

- 1 The operating authority will give the intimation in writing to agency for providing skilled, semi skilled & unskilled labour on outsourcing for carrying out day-to-day work.
- 2 After receipt of such intimation, contractor should provide skilled, semi skilled & unskilled labour on outsourcing within three days.
- 3 The time being the essence of the contract, the completion period specified shall be strictly adhered to.



### 35. BILL :-

1. After satisfactory completion of work for a month, the bill in triplicate with all relevant documents should be submitted to Gadchiroli Circle office . The bill should be submitted to Manager (HR) Gadchiroli Circle Manager (HR)/Dy.Ex. Engineer(Nodal Officer) will authenticate the attendance of the outsource employees by observing the attendance report of concerned in charge. Then authentication/certification for verification of statutory due payment should be taken from DYCIRO & Manager (HR) will take sanction for the same from the Supt. Engineer, Gadchiroli Circle for making necessary payments.

The bills shall not be processed unless it is accompanied by following documents.

- a) Attendance sheet of all the personnel's for the given month certified by the concerned In-charge.
- b) Copy of payment slip (Annexure V) from all the outsourced personnel's for the same month and copies of the statutory payment of the last month.
- c) Copy of Muster cum wage Register (Annexure G) of all outsourced labours should be enclosed
- d) Paid challans & ECR reports of P.F and ESIC for the current month mentioning the names of the all the Outsourced personnel are engaged under this contract.

### 36. TAXES: -

- 1 Income tax will be deducted from the contractor's bill as per rules unless the necessary exemption Certificate from the income tax authority for the purpose is produced well in time.
- 2 Works contract tax if applicable will be deducted from your bill at prevailing rate & all other taxes which are in effect from time to time will be deducted as per provisions under relevant act & as per prevailing rate.
- 3 **The amount of service tax arrived under reverse charge mechanism as per circular no. MSSEDCL/AD/SB/Service tax /101 dated On 4 Jan 2013 shall be deducted from the amount Payable or any updated circular till date**

### 37. PAYMENT: -

100% payment will be made by RTGS after submission of bills subject to payment of statutory charges to various govt departments and submission of receipts & also payment done for outsource labors within 7<sup>th</sup> of every month.

### 38. DEDUCTION: -

Any amount or amounts which become payable by the contractor to the Company under a particular contract may be deducted by the Company from any amount or amounts becoming due to the contractor under the same or any other contract.

### 39. SAVE AND EXCEPT: -

Amount or amounts due on account or compensation for default or breach of contract by the contractor in which case instead of the said amount or amounts shall be retained and the Company shall have the right or lieu on amount or amounts so retained or withheld.



#### 40. LIQUIDATED DAMAGES: -

1. If the Contractor fails to complete all the works within the time frame stipulated as completion period or Within extension of time granted by the Company, the Company shall levy liquidated damages for breach of contract without prejudice to any other rights and /or remedies provided for the contract.
2. Contractor should provide labours in all days as directed by operating authority. If in any day your labour is not present, contractor will be liable to pay, the liquidated damages to the Company equal to 50 % of per day charges for which labour are absent.
3. If it is observed that by any of the skilled, semi skilled & unskilled manpower deployed by you misbehaves with any of the consumer /company officials or gets into any act which could hamper the image of company, the liquidated damages shall be levied as decided by the operating authority taking into consideration the gravity of incident. If such occurrences are repeated, contract can be terminated.
4. The contractor will be entire responsible in case of any loss by his skilled, semi skilled & unskilled manpower **on** outsourcing to Company's property due to theft or pilferage or theft of energy.

#### 41. TERMINATION OF CONTRACT: -

1. In case the contractor fails to execute the works within the contracted period for completion or in case the works are found not in accordance with the prescribed specifications and/or as per the standard procedures, the Company shall exercise its discretionary power either
  - a. To recover liquidated damages from the contractor as per clause no. 40;
  - b. To execute the works from other sources without giving due notice to the contractor on account and at the risk of the contractor without cancelling the contract in respect of works not yet started;
  - c. To cancel the contract, reserving Company's right to recover damages.
2. In the event of action taken under clauses above, the contractor shall liable to pay any loss which Company may sustain on that account.

#### 42. LEGAL JURISDICTION: -

In case of any legal dispute, it is restricted to the jurisdiction of the Gadchiroli court only.

#### 43. OTHER CONDITIONS: -

1. No additional payment will be allowed on account of geographical conditions like Un-approachable Road, hilly portion.
2. Contractor shall have to transport his skilled, semi skilled & unskilled manpower **on** outsourcing to work site at his cost. No extra payment will be made for this work.
3. In case of any dispute regarding definition of terms, specifications, etc. or any other dispute related to this contract, it will be settled by operating Authority. However in any case the decision of the undersigned will be final and binding on you.
4. Any changes in basis & allowances as per government circular are edible to employees from the date Mentioned in the circular and contractor should pay difference amount in next payment.
5. The Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits and other financial means other than Seal & Signature of the Tendered &



Contractual payments – to meet (i) a cash flow requirement of at least 10 % (Ten percent) of the Estimated cost of the Tender, as well as (ii) the overall cash flow requirements for this contract and its other current works commitments.

**44 DISREGARD OF TENDER CONDITIONS: -**

The Company Reserves the right to reject any tender which does not confirm to any of the above conditions.

**45. Safety Precautions and Accidents:**

- i. Adequate precaution shall be taken by the persons sponsored by Agency / Society to prevent damage to various equipments.
- ii. All safety measures, procedures laid down by in the statutory Acts & Rules and also laid down by the MSEDCL shall be observed by the persons sponsored by the Agency / Society of the Apprentices.
- iii. The persons sponsored by the Agency / Society of Apprentices shall make the use of safety equipments properly.

The Agency / Society of Apprentices shall be solely responsible for safety of their persons. The Agency / Society shall also be responsible for payment of compensation in case of any accident to their persons of any nature eg. Fatal/ Electrical / Mechanical fatal / non-fatal etc. etc. The Agency / Society shall apprise the persons sponsored in clear terms that they shall not be entitled to claim any recruitment for whatsoever post / vacancy or lien over any such post / vacancy in MSEDCL in any manner.

**Superintending Engineer  
Gadchiroli Circle**



## GENERAL TERMS AND CONDITIONS

1. The tendered shall be responsible for replacement of the persons employed by him in case not found suitable for the assigned work.
2. If the tendered has any doubt about the meaning of any portion of the tender he should at once get clarification from Executive Engineer(Admin) Gadchiroli Circle I in writing sufficiently in advance and also personally meet him in this respect, before the due date. No additions or alterations in the tender form / conditions etc. should be made by the Tenderer. Tenderer should quote his rate in the schedule.
3. The tenderness must submit the form of Schedule duly filled in the rates in figures and in words in Schedule duly signed.
4. Special attention is invited to the requirements that all corrections must be initialed and dated by the tenderer and that all the pages should bear the name of tenderer at the foot of each page
5. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be rejected.
6. The submission of a tender by a tenderer implies that he has read these instructions the conditions of contract etc., after acceptance of the offer we shall not pay any extra charges for the lead or for any other reasons in case the Tenderer is found later on to have misjudged himself.
7. Tenders shall remain open for acceptance for a period of 120 days from the date of opening of the tender. During this period no tenderer shall be allowed to withdraw his offer. Any such withdrawal during the said period will entail forfeiture of the Earnest Money Deposited with us.
8. The Tenderer should furnish details of his organization, technical experience, and financial capacity to carry out the works set out in the tender within the time stipulated. He shall furnish details of no of persons employed, details of work, authority under whom it was executed and period of work, during the past three years.
9. The right to reject any or all the offers is reserved by Superintending Engineer, Circle office, GADCHIROLI CIRCLE and we will not be bound to accept any offer without assigning any reason thereof.
10. Tenderness shall submit his offer in the form of the schedule enclosed for percentage of service charges. Any tender not bearing the name of tender on all the documents accompanying, the tender is liable to be rejected.
11. Before submitting his tender the tenderer shall examine closely the specifications and carefully study all documents.
12. The tendered is requested to visit the site offices and for himself the site conditions regarding approaches, and all the other matter affecting the work, before filling in the tender. The tendered is further requested to study the specifications to the tender and then submit his offer .The company shall not, however, after acceptance of the contract rate pay any extra charges for lead or for any other reasons in case the agency is found later as to have misjudged himself.
13. The schedule of quantities (no. of persons) as indicated in this tender are approximate some variation is possible while finalizing the Tender.



14. Further information required , if any, can be had from the Office of the Superintending Engineer Gadchiroli Circle, but it must be clearly understood that the tenders must be received by the due date and time and according to the instructions.
15. These instructions shall also form a part of the contract.
16. The undersigned reserves all rights for modification or cancellation of the tender at any stage.
17. With effect of this tender the previous order will be lapsed.

**Superintending Engineer  
Gadchiroli Circle**

**SEAL & SIGNATURE OF THE TENDERER**



## Maharashtra State Electricity Distribution Company

### Conditions of Contract

#### **1. GENERAL PROVISIONS**

##### **1.1 DEFINITIONS**

**Unless the context otherwise requires, the following terms whenever used in this contract will have the following meanings:**

- A. "Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force time to time.
- B. 'Contract'** shall mean the agreement entered into by the owner (i.e. MSEDCL or Company) With the Contractor and shall include all the documents defined under Contract documents.
- C. 'GC'** means General Conditions of Contract
- D " Effective date"** means the date on which this contract comes into force and effect pursuant to Clause GC.2.1
- E. "Government"** means Government of Maharashtra
- F. "GOM"** means the Government of Maharashtra
- G. "Local Currency"** means Indian Rupees
- H. "Member",** in case the Contract consist of a joint venture of more than one entity, means any of these entities and 'Members' means all these **entities**.
- I. "Party" means the owner or the Contractor as the case may be and parties mean** both of them.
- J. Contractor** means agency, which would be responsible for providing the skilled, semi skilled & unskilled manpower .
- K. "Personnel"** means persons hired by the Contractor as employees and assigned to performance of the services or any part thereof. "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India. "Local personnel" mean such persons who at the time of being so hired had their domicile inside India.
- L. "SC"** means the Special Conditions of Contract by which these General Conditions may be amended or supplemented.
- M. "Specification"** shall means collectively all the terms and conditions and Technical Specifications stipulated in this document and such amendment, revision, additions, deletions as may be made in this agreement and all written agreements made or to be made pertaining to the quantity and quality of the services to be furnished by the Contractor as well as the method and manner of performing the contract.
- N. "Notice of Award/Letter of Award"** (LOA) shall mean the official notice issued by the owner notifying the Contractor that his proposal has been accepted.
- O. "Contract Value"** means Total Price of Contract, which is Price for providing services of Jr. Technician and Jr. Operator and Jr. Asstt (A/C,HR) ,Vehicle for a period of one year.



**1.2****. GOVERNING CONTRACT**

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law. The laws applicable to this Contract shall be laws in force in India. The courts of GADCHIROLI shall have exclusive jurisdiction to adjudicate all disputes & all questions regarding rights & liabilities arising out of this contract.

**1.3. NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person addressed to an authorized representative of the party with whom the communication is or were sent by registered mail, telex, telegram or facsimile to such party at the address specified in the clause of submission of proposal.

**1.4. LOCATION**

The services shall be performed at such locations as are specified in Scope of Contract here to and where the location of a particular task is not so specified.

**1.5. AUTHORITY OF MEMBER IN CHARGE**

In case of Contractor consists of the more than one entity the name of Member in charge should be specified authorizing to act on their behalf exercising all the Contractors' rights and obligations toward the owner under this contract.

**1.6. RELATIONSHIP AND LIMITED AUTHORITY**

The Contractor shall not have, nor shall he represent himself as having any authority to bind the Company with any contract, agreement, or legal commitments in the name of the Company. The Contractor shall perform the scope and services hereunder as an independent Contractor and not as employee, agent, partner or joint venture partner of the Company.

**1.7. AUTHORISED REPRESENTATIVES**

Any action required or permitted to be taken and any documents required or permitted to be executed, under this contract by the owner or the Contractor may be taken or executed by the authorized officials.

**1.8. CONTRACTOR TO INFORM HIMSELF FULLY**

- A.** The Contractor is deemed to have carefully examined all bid documents to his full satisfaction Before submission of his bid. The Contractor is deemed to have made independent enquiry and Satisfied himself as to all the required information, inputs, conditions and circumstances and Factors having effect on his bid price (now contract price) and on execution of the work covered in this Contract.
- B.** Contractor is also deemed to have familiarized himself with various acts and laws prevailing in India and have considered them fully while submitting the bid.
- C.** Owner shall not permit any change in the time schedule or any financial adjustment arising due to lack of clear information on part of the Contractor. Any information obtained by the Contractor from the Owner, which is not in writing, shall not in any way relieve the Contractor of his responsibility to fulfill his obligation under the contract.

**2 . COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT****A. Effectiveness of contract**

This contract shall come into force and effect on the date 'Go Live-Final'.



**B. Commencement of Services**

- I. After receipt of intimation, contractor should provide skilled, semi skilled & unskilled labour on outsourcing within three days..
- II. The Contractor shall make arrangements for specific category of personnel; within reasonably short notice and shall mobilize the team/personnel within specified days of the starting date or such period when the owner makes the requisition.

**C. Expiration of Contract**

Unless terminated earlier pursuant to clause 3, Section B thereof, this contract shall expire in a period of One years from the 'Go-Live-Final' unless extended by the owner giving notice of extension at least thirty (30) days prior to completion of the one-year term.

**2. Termination**

**A. By the Owner**

- a) The owner may, not less than fifteen (15) days written notice of termination to the Contractor, terminate this contract, if the Contractor fails to remedy a failure in the performance of their obligations under the contract, as specified in a notice of suspension pursuant to Clause D herein above, within fifteen (15) days of receipt of such notice of suspension or within further period as the owner may have subsequently approved in writing.
- b) The owner may by not less than thirty (30) days written notice of termination to the Contractor, terminate this contract. If the owner, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

**B. By the Selected Contractor**

The selected Contractor may not less than thirty (30) days written notice to the owner terminate this contract; if the owner commits material breach of its obligations under this contract and has not remedied the same within forty five (45) days (or such longer period as the Contractor may have subsequently approved in writing) the receipt by the Contractor's notice specifying the breach.

**C. Payment upon Termination**

- 1) Upon termination of this contract pursuant to clause A or B hereof, the owner shall make the following payments after deducting any amount that may be due from the Contractor to the owner)
- 2) Remuneration pursuant to clause 2, Section 'C' hereof for services satisfactory performed prior to the effective date of termination, limited to the last milestone achieved for which payment is due.
- 3) Except in the case of termination pursuant to paragraph (a) clause 3, hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of return travel of the Contractor's personnel.

**D. Modification of contract**

The Superintending Engineer Gadchiroli Circle I may make amendments and modification to the contract with the agreement of the Contractor.

**SEAL & SIGNATURE OF THE TENDERER**



## Maharashtra State Electricity Distribution Company

### **3. OBLIGATION OF THE CONTRACTOR**

#### **1. General**

##### **A. Standard of Performance**

The Contractor shall always act, in respect of any matter relating to this contract or the Services, as faithful advisor to the Owner, and shall at all times support and safeguard the Owner's legitimate interests.

##### **B. Member of Steering Committee**

Selected contractor shall depute a supervisor from their management (as and when required) to act as a member in the Steering Committee of the project for problem solving and reporting.

#### **2. Confidentiality**

The Contractor and their Personnel shall not, during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the Owner's business or operations without the prior written consent of the owner.

#### **3. Disclosure**

The Contractor shall agree that the Company has the right to fully disclose this contract and the identity of the Contractor, if such disclosure is required by legal authority or necessary to satisfy lender (s) information requests in support of GOM approval process etc.

#### **4. Indemnity**

The Contractor shall defend, protect, indemnify and save the Company and each of their officers, directors, employees, contractors and agents, harmless from and against all liability, claims, costs, expenses, demands, suits and causes of action of every kind and character arising in favour of any person, corporation, any government agency or other entity including the parties hereto and their employees, contractors or agents, in any way to or in connection with or arising out of:

- 1) The services performed here under,
- 2) This contract,
- 3) The presence of the Contractor or his employees or agents on the Company's premises or the premises of the project, or
- 4) The act or omission of the Contractor or the Contractor's employees, agents or the Company. The intention of Vender should be that, such indemnity shall apply whether or not the claims arise from the joint or concurrent negligence of the Company.

#### **5. Liability of the Contractor**

Subject to the additional provision, if any, the Contractor's liability under contract shall be as provided by the Applicable Law.



## **Maharashtra State Electricity Distribution Company**

6. a) The Contractor shall intimate in writing during appointing or removing any member of the Personnel as are listed in their bid .(Contractor's Key Personnel)
- b) Whenever there is rise in wages such as Basic, S.A. as per Government resolution, the same should be applicable to the contract employees. The difference of rise in wages, contractor should submit revised pay bill and after received the payment, cane should be taken for payment of same to the contract employees in the next month wages.
- c) After completion of contract period of contractor or termination of contractor it is obligation to the contractor to fill up the PF with drawl form of contract employees, otherwise the S.D. amount will not be refunded.

### **7. Reporting Obligations**

The Contractor shall submit, to the Owner the final project report along with the documents in the format as needed by the owner.

### **4. CONTRACTOR'S PERSONNEL**

#### **General**

The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

#### **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in carrying out of the services of each of the Vender's key personnel should be described in their bid.

### **5. OBLIGATION OF THE OWNER**

#### **5.1 Assistance and Exemptions**

Unless otherwise specified, the owner shall use its best effort to ensure that the Government shall:

- A. Issue to officials and representatives of the government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- B. Provide to the Contractor and their personnel any such exemptions or other assistance as may be required.
- C. MSEDCL shall provided access to all the relevant data, schedules etc. as would be necessary for execution of assignment.

#### **5.2 Changes in the Applicable Law**

If any clause is required to be imposed by virtue of an Act enforced by state/central government during the currency of the contract; the same shall be included in this contract and shall be binding on the Contractor.

#### **5.3 Services and Facilities**

The Owner shall make available to the Contractor and his personnel for the purposes of the services, free of charge, the services and facilities described as below:

- a) Services- Additional information/ data regarding MSEDCL if available, will be provided

### **6. FAIRNESS AND GOOD FAITH**

- 6.1 Good Faith The parties undertake act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.



## **6.2 Operation of Contract**

The parties recognize that it is impractical in this contract to provide for every contingency, which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interests of either of them.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out or in connection with this contract or this interpretation thereof.

### **7.2 Dispute Settlement**

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days, after receipt by one Party of the party's request for such amicable settlement, may be submitted to the SUPERINTENDING ENGINEER, GADCHIROLI CIRCLE, GADCHIROLI whose decisions shall be final and binding.

## **8. CONTRACT PERFORMANCE SECURITY**

- 8.1.** The Contractor shall provide to the Owner within ten (10) days of issue of Letter of Award, the contract performance guarantee, the sum of 20% (Twenty percent) of total contract price for the due performance of the contract. This guarantee shall be valid till the expiry of 90 days after completion of Guarantee period.
- 8.2.** The proceeds of the performance guarantee/security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete his obligations under the contract.
- 8.3.** The contract performance Guarantee 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.
- 8.4.** The performance guarantee will be returned to the Contractor without any interest after successful completion of one year period and after completion of Contractor's other obligations under the contract.
- 8.5.** The performance guarantee shall be denominated in Indian Rupees and shall be in one of the following forms.
  - A.** A bank guarantee or irrevocable letter of credit issued by scheduled bank
  - B.** A cashier's cheque, certified cheque, demand draft or cash.



## Maharashtra State Electricity Distribution Company

### 9. INSURANCE

The Vender, at his cost shall arrange, secure and maintain insurance as may be necessary and for all such amount to protect his interests and the interests of the owner against all risks. The contractor shall be registered for ESI certificate.

### 10. FORCE MAJEURE

**10.1** Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner, as the case may be, which they could not foresee or with a reasonable amount of diligence and which substantially affects the performance of the contract such as :

- a) Natural calamity including but not limited to floods, drought, earthquakes and epidemics.
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared quarantines, embargos etc. Provided either party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes. Unless otherwise directed by the Owner in writing the Contractor shall continue to perform his obligation under the contract as far as reasonably practical and shall seek all the alternative means for performance not prevented by the force majeure event.

**10.2.** The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure cause as referred to end/ or defined above. The date of completion shall be extended by a reasonable time even though such cause may occur after the Contractor's performance of his obligations has been delayed for other causes.

### 11. SECRECY

The technical information, drawings, specifications and other related documents forming part of the 'Contract' are property of the Owner and shall not be used for any other purpose, except for execution of the 'Contract'.

### 12. LIABILITIES OF THE VENDOR

The Contractor shall manage providing skilled, semi skilled & unskilled Manpower in all **sub-division** in **Gadchiroli, Division And Circle** as per the service level agreements (SLA's) accepting liabilities for any changes requested, during the execution of the work order, which may have an impact on the system and costing, a prior approval will have to be obtained from MSSEDCL.

**Superintending Engineer  
Gadchiroli Circle**

**SEAL & SIGNATURE OF THE TENDERER**



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION Co. Ltd.**

**GADCHIROLI CIRCLE**

**TENDER NO/ SE/Gad/ Cir/HR/Jr.Asstt(Ac/HR)/OS /24-25/T- 53**

**Important Documents**

**Technical Bid:-**

This part shall contain following documents:

- a) Name of person participating in tender / Name of Firm / Sanstha/ Type of Santha/Registration Certificate
- b) Permanent address of person/Sanstha
- c) **License to provide Labour**( labour license) as per relevant act. **Contractor shall provide copy of the labour license given by Assistant Labour Commissioner**
- d) Employees' State Insurance Corporation Registration Certificate with ESIC code no. on it as applicable and submit the online ECR of ESIC Contribution of last year.
- e) Employees' Provident Fund certificate with EPF Code no. on it and submit the online ECR of PF Contribution of last year
- f) Self-attested copy of Contractors Bank Name, address of bank and account no. of the contractor
- g) E.M.D.: 1% of the Tendered value should be deposited as a earnest money deposit in cash/B.G./D.D. of any Nationalized / Schedule Bank in favor of Maharashtra State Electricity Distribution Co. Ltd. payable at Gadchiroli or should be paid online is to be uploaded. Scanned copy of Money receipt / D.D. /successfully transaction done with transaction ID for Payment of EMD should be uploaded at the time of uploading of tender documents.  
If E.M.D. is submitted in the form of D.D, then it should be initially scanned, so that it gets converted into soft format and this soft copy of the DD should be uploaded with the other qualifying documents of the bid. The original D.D should be submitted in the office to the Executive Engineer(Admn.) on or before the due date and time of **opening of technical bid**. The M.R towards the D.D paid should be collected by the bidder within few days after submission of the same.  
In case, if EMD is submitted in the form of B.G then the same should be as per the format of **'Sample Form - 'D'** only as mentioned below. The original B.G. is to be submitted in the Circle office to the Executive Engineer (Admn.) **before the due date and time of opening of technical bid** and scan copy of this B.G is to be uploaded during online submission of the bid. The EMD in the form of B.G should be valid for period of **one month beyond the validity period of the tender**.
- h) Details of certificate of Income Tax/VAT Tax/Service Tax/Professional tax etc & papers of details submitted & submit the last year returns copy.
- i) **Average annual** Turnover and Balance sheet of bidder for the last three years, **FY-20-21 FY 21-22, FY-22-23** certified by Chartered Accountant
- j) **Average annual** Turnover should be 50% of tender cost.
- k) Income Tax Return submitted for the **FY-20-21 FY 21-22, FY-22-23** along-with PANCARD
- l) Tender Duly Stamped and digitally signed.
- m) Tender Form Fee of Rs.5000/- plus 18 % GST To be paid online only.
- n) Work Experience Certificate: The bidder will have to submit work experience certificate for providing persons as outsourcing (such as skilled/semiskilled/unskilled persons) at MSEDCL/MSETCL/MSPGCL or any other company or SEB during the last preceding five financial year . Out of this, the bidder should have the work experience with:





- i. One order of at least 20 % of this tender value **or**
- ii. Two order of at least 25 % of this tender value **or**
- iii. Three orders of 30 % of this tender value.

(Information provided by the contractor with regards to the qualifying requirements stated in clause No. I) above needs to be supported by certificate issued by the office not below the rank of Executive Engineer. **Work in hand or order copy will not be considered as work experience**).

- o) Joint venture will not be considered to quote for Tender.
- p) In case, the contract is to be awarded to the Co-operative Society formed by the Ex- Apprentice of the Board / MSEDCL, in that case, such society should be registered with Appropriate Authority for providing **Skilled, Semi-Skilled & Unskilled Manpower**. Copy of Registration, if belongs to Co. Operative Society, Copy of Co. Operative Society Registration, in case of Society formed by Ex. Apprentices of the Board, along with,
  - 1. In this case Society shall be of 100 % Members belongs to Ex. Apprentices only.
  - 2. Certificate of MSEDCL to that effect, to each Member, having completed the Apprentice ship successfully shall be attached.
  - 3. All the documents from (1) to (2) are Mandatory to such society
- q) Registration of Firm with local authority i.e Shop Act, Company Incorporation
- r) Electrical contractor license/ Supervisory License.
- s) Declaration regarding basic pay, special allowance, HRA & other allowances to be paid to the. skilled, semi skilled & un skilled labour engaged will be as per the rules & regulations & the payment for each month will be made to the outsourced Skilled, semi skilled & un skilled labour through RTGS/ ECS & up to the 7th day of every month.

**Note: The undersigned reserves right to reject any or all offers without assigning any reason.**

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 .

### **Price Bid:**

Properly filled price bid along with Tender documents

**SEAL & SIGNATURE OF THE TENDERER**





## Maharashtra State Electricity Distribution Company

### SAMPLE FORMS

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

<b>BID FORM</b>	-	FORM – ‘A’
<b>PRE QUALIFICATION INFORMATION</b>	-	FORM – ‘B’
<b>LETTER OF ACCEPTANCE</b>	-	FORM – ‘C’
<b>CONTRACT AGREEMENT</b>	-	FORM – ‘D’
<b>PERFORMANCE SECURITY (BANK GUARANTEE)</b>	-	FORM – ‘E’
<b>LETTER TO THE SUPERINTENDING ENGINEER</b>	-	ANNEXURE "F"

Bidders should not complete unconditional performance security form at this juncture. The successful bidder will be required to provide performance security deposit in accordance with the sample format.

**SEAL & SIGNATURE OF THE TENDERER**



## Maharashtra State Electricity Distribution Company

### FORM - A (Bid Forms)

(On Bidder's Letterhead)

BID NO. SE/Gad/ Cir/HR/Jr.Asstt(Ac/HR)/OS /24-25/T- 53

For outsource services: Tender for Work contract for providing outsource Skilled, manpower under Gadchiroli, Division And Circle

To:

The Superintending Engineer,  
MSEDCL,Gadchiroli Circle

Gentlemen,

I/We the undersigned have carefully examined the conditions of contract, specifications, schedules, and the matter set out in the documents. We have understood and checked these documents and have not found any errors in them.

I/We here by agree for the work for **Gadchiroli, Division office And Circle** as defined in the bid document in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

We hereby declare that we accept all the terms, conditions, specifications and all other matter set forth in the tender documents and agree that these will form a part of the contract if we are selected for award of contract.

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 365 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.)



## Maharashtra State Electricity Distribution Company

### FROM –B

### (Pre qualification Information)

**(This form-B is to be up loaded in Technical folder while up loading the bid)**

Sr.No.	Particulars	Details (To Details in by the contractor)	For office use only
1	Name of Contractor /Agency		
2	Address, phone No, Mobile No, Fax No & E-mail Id		
3	Status of firm (Proprietary firm/partnership firm/Pvt.Ltd.Co./Public Ltd.Co/Co.op society		
4	If partnership firm or a company, Names of Partners/ Directors	1 2	
5	Upload scan copy of registration under Bombay Shop & Establishment Act.(and should submit hard copy for verification as and when called.		
6	Up load scan copy of service Tax Registration Certificate(and should submit hard copy for verification as and when called.		
7	Up load scan copy of PF & Labour laws Registration (and should submit hard copy for verification as and when called.		
8	Up load scan copy of registration under ESI.		
9	Upload scan copy of IT return/IT clearance submission certificate for last 3 year (and should submit hard copy for verification as and when called.	FY 2020-21 FY 2021-22 FY 2022-23	
10	Whether the contractor should have two years experience of providing Jr. Technician ,jr Asstt (A/c,HR) V.(attach scanned copy of certificate from the concerned authorities not below in the rank of Executive Engineer),	Yes/No	
11	<b>Tender Fee 5900/- (Rs.Five thousand Nine hundred only)</b> state the receipt details no. and date Also attach scan copy with this form. (Tender offer without these details will be treated as non-responsive)	M.R. No	
12	<b>EMD -1%</b> state the payment receipt no. date and attach scanned copy or incase of DD/B.G attach scanned copy by stating details in this column.(Tender offer without these details will be treated as non-responsive) (Strictly in the format attached with section-3) <b>Sample form-C</b>		
13	From <b>A &amp; B</b> should be filled & up load. With Seal and Signature of Tenderer.		

**SEAL & SIGNATURE OF THE TENDERER**



**Maharashtra State Electricity Distribution Company**

**FORM -C  
LETTER OF ACCEPTANCE**

Contract No.-----

**By Regd Post A/D  
Date**

To: \_\_\_\_\_ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated \_\_\_\_\_ for Contract for Providing services of skilled, semi skilled & unskilled manpower in all subdivisions in **Gadchiroli, Division And Circle** defined in the bid document 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 14 days and sign a contract agreement within 14 days from the date of this letter.

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

Yours faithfully,

Signature

Name

|

Title

Employer

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

Copy swrto:

The Chief Engineer,MSEDCL, CZ, Chandrapur.

Copy to:

- 1 The Executive Engineer, MSEDCL, (O&M), **Gadchiroli, Division**
2. The Manager (F&A), MSEDCL, Gadchiroli Circle

**SEAL & SIGNATURE OF THE TENDERER**



## Maharashtra State Electricity Distribution Company

### FORM - D

#### (CONTRACT AGREEMENT)

This agreement made this \_\_\_\_ day of \_\_\_\_ 2024, between the Maharashtra State Electricity Distribution Company Limited Represented by the Superintending Engineer, Gadchiroli Circle. Maharashtra State Electricity Distribution Company Limited, 1st floor, Viduyt Bhawan, Potegao Road, Gadchiroli, Maharashtra (India) (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 Contract for Providing services of Skilled, semi skilled & unskilled Manpower in all subdivisions in **Gadchiroli, Division And Circle** 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 Conditions of Contract
  - (c) Detail scope of work.
  - (d) Sample Forms.
  - (e) The Completed Schedules, Annexure 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

In the presence of: In the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Authority signature of Employer

SEAL

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**SEAL & SIGNATURE OF THE TENDERER**



## Maharashtra State Electricity Distribution Company

### FORM - E

#### PERFORMANCE SECURITY (BANK GUARANTEE)

- (1. To be executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank.  
2. This Guarantee shall be valid until the date of issue of the Completion Certificate. )

To,

The Superintending Engineer,  
MSEDCL, GADCHIROLI CIRCLE ,

WHEREAS M/s -----(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.\_\_\_\_\_ dated \_\_\_\_\_ for Providing services of skilled, semi skilled & unskilled manpower in all subdivisions in **Gadchiroli, Division And Circle** as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by Scheduled / Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee) \_\_\_\_ (in words) \_\_\_\_, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

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

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

**This guarantee shall be valid up to & including date \_\_\_\_\_.**

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

In witness whereof the surety has executed this deed in presence of

WITNESS: (Signature)

Name and Address.

**SEAL & SIGNATURE OF THE TENDERER**



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**Maharashtra State Electricity Distribution Company**

**ANNEXURE 'F'**

**LETTER TO THE SUPERINTENDING ENGINEER**

To,  
The Superintending Engineer  
Maharashtra State Electricity Distribution Co. Ltd.  
1st floor, Viduyt Bhawan, Potegao Road,  
Gadchiroli

Dear Sir,

We agree to execute the work as mentioned in the above tender at the rates herein tendered by us subject to the conditions of the tender which we have carefully read and thoroughly understood the same.

We hereby agree to keep this offer open for 120 days after the returnable date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

Date:

Name and address of the Tenderer

Seal and signature of the Tenderer.

**SEAL & SIGNATURE OF THE TENDERER**





## ANNEXURE - IV

(On Bidder's Letterhead)

### LIST OF PERSONNEL OF THE CONTRACTOR

### LIKELY TO BE APPOINTED ON THIS WORK

Sr. No.	Name Residential address of Persons	Designation / holding the post in the firm.	Status in the firm	Academic Qualification & experience	Remarks & any other points.
1	2	3	4	5	6



---

**NOTE :•**

- 1) Continuation sheet shall be used if required.
- 2) The contractor should produce either a copy of form No. 24 of annual return of I. T. Authority for schedule of employees attached to the latest annual report or such other proof like extract of employment tax register, to the satisfaction of tender inviting authority.

**SEAL & SIGNATURE OF THE TENDERER**

ANNEXURE V (Payment Slip)

Name of Agency:-

Payment Slip No:

Month:-

Designation

Employee Code:

Name:

ESIC No.:-

PF No:-

Earnings and Reimbursement		Deduction and Recoveries	
Basic		P.F.	
Special allowance		ESIC	
HRA		Prof.Tax	
Leave			
Total Earnings(A)		Total Deduction(B)	
Net Pay.(A-B)			

## ANNEXURE VI

Amount to deposited by contractor in bank's account of manpower supplied for **Zone-II.**

Sr. No.	Contractor has to pay	For Skilled labour	For Semi-Skilled labour	For Un-Skilled labour	Deduction of Employee contribution	
1	Basic	11036			CPF(12%)	
2	Sp.allowance	3068			ESIC(4.75%)	
3	HRA(Basic+SA)	705.20			P.T.	200.00
4	Earned leave	814				
	Total amount	19004.96/-				
	Net Pay	19004.96/-				

Amount to deposited by contractor in bank's account of manpower supplied for **Zone-III.**

Sr. No.	Contractor has to pay	For Skilled labour	For Semi-Skilled labour	For Un-Skilled labour	Deduction of Employee contribution	
1	Basic	10440			CPF(12%)	
2	Sp.allowance	3068			ESIC(4.75%)	
3	HRA(Basic+SA)	675.40			P.T.	200.00
4	Earned leave	779				
	Total amount	18175.92/-				
	Net Pay	18175.92/-				

Deduction of Employee contribution.		Contribution of Contractor		Contractor has to pay to related Govt. department
(A)-CPF(@ 12%)		(B)-CPF(@ 12%)		(A)+(B)
		Adm. Charges for PF(@1.36%)		
(A)-ESIC(@ 1.75%)		(B)-ESIC(@ 4.75%)		(A)+(B)
P.T.				200.00
Total Deduction				

## Annexure G

SEAL & SIGNATURE OF THE TENDERER

( Should be attached separately as price bid document )

**FINANCIAL BID/PRICE BID**

<b>E-Tender No- SE/Gad/ Cir/HR/Jr.Asstt.(A/C)(HR)/OS /24-25/T- 53</b>				
<b>Name of work-</b> Providing skilled/unskilled manpower on outsourced basis under jurisdiction of Gadchiroli, Division And Gadchiroli Circle Offices				
Description	Approximate No. of Outsourced persons required	Unit in Rs. As per minimum wages act	Service charge i.e. Profit Percentage on (Basic + Spl Allowance)	Total Cost in Rs.
A	B	C	D	E
Skilled - (Outsource Skilled Jr.Asstt.A/C/ HR) (Zone II without ESIC)	18	Rs. 21378.73/-		

"The above prices are exclusive of applicable taxes but inclusive of Basic wages, Spl. Allowance, HRA, Leave Salary, Bonus, PF, ESI, LWF, PF, EDLI etc.

Minimum wages calculation sheet of outsourced persons is on page no 34,35 & 36. Bidder may use as reference before submission of bid.

Seal and Signature of the Bidder.

**Note:**

"Profit percentage should not be quoted by bidder @ less than 1% and greater than 5% of (basic + spl. Allowance) for respective skilled / unskilled labour.

Evaluation -Exclusive of taxes  
approximate number may differ.

( Should be attached separately as price bid document )

**FINANCIAL BID/PRICE BID**

<b>E-Tender No- SE/Gad/ Cir/HR/Jr.Asstt.(A/C)(HR)/OS /24-25/T- 53</b>				
<b>Name of work-</b> Providing skilled/unskilled manpower on outsourced basis under jurisdiction of Gadchiroli, Division And Gadchiroli Circle Office				
Description	Approximate No. of Outsourced persons required	Unit in Rs. As per minimum wages act	Service charge i.e. Profit Percentage on (Basic + Spl Allowance)	Total Cost in Rs.
A	B	C	D	E
Skilled - (Outsource Skilled Jr.Asstt.A/C/ HR)& (Zone III without ESIC)	11	Rs. 20457.84 /-		

"The above prices are exclusive of applicable taxes but inclusive of Basic wages, Spl. Allowance, HRA, Leave Salary, Bonus, PF, ESI, LWF, PF, EDLI etc.

Minimum wages calculation sheet of outsourced persons is on page no 34,35 & 36. Bidder may use as reference before submission of bid.

Seal and Signature of the Bidder.

**Note:**

"Profit percentage should not be quoted by bidder @ less than 1% and greater than 5% of (basic + spl. Allowance) for respective skilled / unskilled labour.

Evaluation -Exclusive of taxes  
approximate number may differ.

## LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40203201 Exp on Outsourced	ADM 004	Number	998514	29		null



Required Documents (To be uploaded online)
--

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	40203201 Exp on Outsourced	Price Bid
2	Technical Bid.	Technical Section	40203201 Exp on Outsourced	Technical Bid.
3	Commercial Bid.	Commercial Section		Commercial Bid.