

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		12-02-2025 05:19:40
Tender Code	SE/CSNRC/TS/T-32/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Empanelment of Regular Agencies for Repairing of various capacities up to100 kVA failed Distribution Transformers in Chh.Sambhajinagar Rural Circle Chh.Sambhajinagar Zone.	
Estimated Cost (In Lakhs)		
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	Mrs Prerana V Bankar , 7875764017 ,seabdrual@gmail.com	
Pre-Qualifying Req	AS PER TENDER DOCUMENTS	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Distribution Department	
Office Type	CIRCLE	
Location Type	Chhatrapati Sambhaji Nagar Rural Circle	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of the Superintending Engineer, Maharashtra State Electricity Distribution Co. Ltd. Chh.Sambhajinagar Rural Circle Dist- Chh.Sambhajinagar Pin -431007 Telephone :(0240-2331567), Extn. :-102 Email: seabdrural@gmail.com	
Bid Opening Address	ON LINE	
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	12-02-2025 17:25	
Tender Sale End Date	25-02-2025 23:55	

Bid Start Date	12-02-2025 17:30
Bid End Date	27-02-2025 11:00
Pre-Bid Meeting Date	18-02-2025 15:00
Techno-Commercial Bid opening on	01-03-2025 13:00
Price Bid opening on	05-03-2025 16:00
Annexure C1 Opening Date	NA
Winner Selection Date	10-03-2025 16:00
Can Bidder Opt EMD Exemption	N

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY  
LIMITED**



(A Government of Maharashtra Undertaking)  
CIN NO.: U40109MH20055GC153645

**TENDER DOCUMENT**

**Empanelment of Regular Agencies for *Repairing of various capacities up to 100 kVA failed Distribution Transformers***  
***in Chh.Sambhajinagar Rural Circle Chh.Sambhajinagar Zone.***

**SE/CSNRC/TS/T-32/2024-25**

**<https://works.mahadiscom.in/eTender/etender>**

Office of the Superintending Engineer,  
Maharashtra State Electricity Distribution Co. Ltd.  
Chh.Sambhajinagar Rural Circle  
Dist- Chh.Sambhajinagar Pin -  
431007  
Telephone :(0240-2331567), Extn. :-102  
Email: **[seabdrural@gmail.com](mailto:seabdrural@gmail.com)**

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## SECTION-I

### BID INVITATION

#### 1. Introduction:

The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), represented by the Superintending Engineer, Chh.Sambhajinagar Rural Circle wishes to intend for “Empanelment of Regular Agencies for Repairing of various capacities up to 100 KVA failed Distribution Transformers in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone for FY 2025-26 and as described in the Bidding Data under single point responsibility “Contracts”.

#### 2. Brief description for the Bidding Process:

- a. The Superintending Engineer, Chh.Sambhajinagar Rural Circle on behalf of MSEDCL, invites eligible bidders to submit a bid in accordance with the provisions of this Tender Document. In this Tender Document, the term "Bidder", which expression shall, unless repugnant to the context, include all parties who have submitted bids in response to this Tender Document within the stipulated time.
- b. The Bidders shall submit the bids in two parts by following e-tendering process as described in Bid document. First part comprises of the technical bid and the second part comprises of the Financial/ price bid in accordance with this Tender Document.
- c. Bidder shall not upload Financial/price bid with technical bid documents together. Such bid may be rejected and bidder shall be disqualified from the bidding process.
- d. In terms of the Tender Document, a Bidder will be required to deposit, along with its Bid, a bid security as Earnest Money Deposit (EMD).
- e. MSEDCL will open the technical bids of all bidders and price bids of only technically qualified Bidders would be opened.
- f. The Bidder's Names, Bid prices and the presence or absence of the requisite documents and such other details as MSEDCL, at its discretion, may consider appropriate, will be announced at the time of opening.
- g. It is the bidders' responsibility to verify the MSEDCL e-tender website for the latest information related to this tender Notice. The MSEDCL shall not be responsible for any information if not received by the bidder.

**BIDDING INFORMATION**

1	Tender Reference No.	<b><u>SE/CSNRC/TS/T-32/2024-25</u></b>
2	Sale of Tender Form on web link	12/02/2025
3	Last date & Time for submission of Bids	27/02/2025, 15:00 Hrs.
4	Date of Pre-Bid Meeting	21/02/2025, 15:00 Hrs.
5	Date & Time of opening of Technical Bid	01/03/2025, 16:00 Hrs.
6	Address for communication and Venue for Tender opening	<a href="mailto:seabdrural@mahadiscom.in">seabdrural@mahadiscom.in</a> ,seabdrural@gmail.com
7	Tender processing fee	Rs. 1000/- + 18% GST as applicable (Non-refundable & Non Transferable)
8	Earnest Money Deposit (EMD)	Rs. 10,000/- only (can be paid by either DD in favour of MSEDCL or through RTGS in bank account number 60393896464 of Bank of Maharashtra)
9	Performance Bank Guarantee in lieu of Security Deposit	The successful bidder shall furnish the performance Bank guarantee within 14 calendar days from the date of issue of the Empanelment offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of <b>2.5%</b> of Contract Value <b>(Contract value means total estimated cost per annum divided among the Empaneled contractors)</b> denominated solely in INR payable and claimed at Chh.Sambhajinagar issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 3 years from the date of Empanelment.

**Note:**

1. **The date & time of opening of Price Bid will be informed by email.**
2. **The Empanelment is for 1 year but shall further be extended up to 2 years if required at the discovered L-1 rate.**
3. Eligible bidders shall upload the Bids through e-tender portal of MSEDCL: <http://works.mahadiscom.in/eTender/etender> Details can be obtained from <https://www.mahadiscom.in>.

## SECTION-II

### INSTRUCTION TO BIDDERS

The **Superintending Engineer Chh.Sambhajinagar Rural Circle**, on behalf of MSEDCL invites bids from eligible bidders for Empanelment along with rates for FY 2025-26. 3 to 10 No. of agencies shall be empanelled for each division. Preference shall be given as per the sequence of the discovered rate & in case of the same rates if quoted by the agencies then the preference shall be given for the agencies with more experience.

#### 1. Scope of Contract:

The Scope of contract is as below:

- a) To carry out ***Repairing of various capacities up to 100 kVA failed Distribution Transformers in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone.***
- b) The Empanelment of contractor shall be for FY 2025-26. However the performance of the Empaneled agencies will be reviewed quarterly and poor/non performing contractor will be weeded out from the Empaneled list with proper justified reason after giving due opportunity to the Empaneled Bidder to explain his side.
- c) Bids shall be complete and cover all Works described in the price schedule. Any item of works required for complete usable system shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned or not in the price schedules; the same can be brought to notice of Tendering authority during Pre-Bid meeting.
- d) Bidder should note that obtaining permissions from statutory bodies wherever required for execution of works, shall be entirely in bidder's scope. However, MSEDCL will extend its support for obtaining these permissions on best effort basis.
- e) Partial bids, or bids which do not cover the entire scope of the works will be treated as incomplete and "not responsive" to the terms and conditions of bidding and are liable to be rejected.

## 2. Eligibility and qualifying criteria:

The Bidder shall meet following minimum eligibility criteria for participation in the bid:

**(a) Technical Qualification:**

- i. The Bidder should have at least 3 years' experience of major repair like replacement of winding/core of minimum 50 Nos. of three phase distribution transformers.
- ii. Experience of the bidder as per above shall be considered only if the repairing of failed three phase distribution transformer has been executed under Govt./semi-Govt./autonomous body of Central/State Govt./Electricity Power Utility/ Public works and Distribution franchisee.
- iii. Bidder shall submit a certificate to the effect to be furnished from the authority not below the rank of **Executive Engineer**.
- iv. The Bidder should have minimum required Machinery, as per Annexure-A for the execution of repairing of failed distribution transformer's work & Testing Instruments for testing of the same.
- v. The Bidder should deploy sufficient man power for carrying out the repairing of failed distribution transformer's work, however the contractor should provide the manpower at least as mentioned in Annexure-D
- vi. The transformer repair workshop should be within the respective Zonal jurisdiction / boundaries.

**(b) Financial Qualification:**

- (i) The Bidder should have executed work orders / contracts for Repairing of failed three phase distribution transformer works (carrying of major distribution transformer repairs like replacement of winding/core) equivalent to amount of at least Rs. 15 Lakhs during the last 3 financial years.
- (ii) The bidder should have an annual financial turnover of Rs. 30 Lakhs put together during last 3 financial years (i.e. FY 2021-22, 2022-23 & 2023-24)

**(c)** The Bidder should have valid GST/PAN Registration Certificate.

**(d)** The Bidder should have valid PF Registration wherever applicable.

### 3. Instructions to bidders:

- i. (a) All bids must be accompanied by EMD as specified in the Tender Notification (Section-I) and uploaded on or before the prescribed date and time given in Section-I of this document. Bids submitted without EMD will be summarily rejected. Bidder shall upload the required documents through electronic mode only as part of their proposal.  
(b) The Bidder shall also upload copies of
  - (i) Central and State GST registration Certificate
  - (ii) PAN issued by appropriate authority.
  - (iii) Income Tax returns of previous three assessment years.
- ii. The Bid uploaded by the Bidder and all correspondence and documents in relation to the bid shall be in English Language. For more details refer Clause 9 of this section.
- iii. Bidders are not allowed to participate in the bid on consortium basis.
- iv. Bidder should upload only those documents which are asked to be uploaded in the Tender document. Any extra document may make bid disqualified and such disqualified bid may be rejected at discretion of MSEDCL.
- v. Technical proposal which are submitted by non-qualified Bidder or which are evaluated to be “nonresponsive” will be rejected and shall not be considered for detailed technical evaluation.
- vi. Only bids conforming to minimum eligibility criteria and found to be technically responsive will be taken up for further evaluation. During evaluation of Bids, MSEDCL, may, at its discretion, ask the Bidders for clarification of their proposals.
- vii. The Bidder shall quote their rates considering market and site condition and variation in price index etc. The quoted rates by the Bidder shall remain the same.
- viii. MSEDCL will not entertain any claim at any stage from successful Bidder on the plea of not having sufficiently acquainted himself as to site condition before submitting price bid etc.
- ix. Financial bid of the technically qualified Bidders to be opened on selected date and place with intimation to technically qualified Bidders through email.
- x. Offers by matching prices with lowest acceptable Bidder:  
Matching exercise first will be carried out for Bidders who gave consent to match the L-1 offered rate in the price bid as optional documents. The

Bidder who has not given consent letter in the price bid will not be considered in first round. But if enough Bidders are not available then MSEDCL, at its discretion, can ask other Bidders to match the price of L-1

4. The Letter of Empanelment shall be issued to the L1 Bidder and Bidders who match the L1 Bid. If minimum number of desired agencies are not available at L1 price, MSEDCL may at its discretion Empanel agencies who have quoted L2 and L3 to Empanel minimum required agencies in that area.
5. The Empanelment order and / or work orders are not transferable. Subletting is not allowed.

**6. Conflict of Interest :**

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- e) has a close business or family relationship with a professional staff of the Utility (or of the project implementing agency) who:
  - (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or
  - (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.

**7. As an exception to the foregoing Clause above;**

- a) Sanctions: Firms, blacklisted by the Employer/ CPSEs or any of their subsidiaries / Government of India/ Government of any State / any Regulatory Authority, as on the date of submission of Bid are not eligible to bid.

- a) Suspension: Firm, under suspension by the Employer as the result of the operation of a Bid–Securing Declaration or Proposal–Securing Declaration, shall not be eligible to bid.
- b) Prohibitions : Firms, and individuals of a country or goods/ work services manufactured/ produced in a country shall be ineligible, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

#### **8. MSEDCL reserve rights:**

- c) To reject or accept any or all bids wholly or partly without assigning any reason on the ground considered advantageous to MSEDCL.
- d) To decide works to be awarded to *Empaneled bidders* subject to general principle that Bidder who has quoted L1 should not get less works than others including who matches their price with L1 if there is no deficiency in *their work* in respect of quality or timely delivery.
- e) MSEDCL reserves the right to cancel Empanelment orders partly or fully at any stage without assigning any reason by giving 14 days’ notice of termination.

#### **9. Language of Bid:**

The Bid shall be uploaded in English Language. Supporting documents and printed literature which are in another language shall be accompanied by an accurate translation in the English language duly authenticated and certified by the Bidder.

#### **10. Documents Comprising the Bid:**

The Bid prepared by the Bidder shall be uploaded in ‘Two parts viz. Technical Bid and Financial Bid. Bids shall be electronically submitted online in the E-tender platform and the documents shall be scanned and uploaded along with Bid.

##### **Part-I: Technical Bid**

Bidder shall submit relevant certificates to demonstrate the financial, technical capabilities & eligibility criteria prescribed under this Tender Document. In this regard the Bidder shall upload following minimum documents/ information (form of consent of Lowest matching offer is optional) for technical and financial evaluation.

- (i) Firm’s Profile at a Glance(Appendix-I(A))
- (ii) Financial Status (Appendix-I(B))
- (iii) Experience (Appendix-II)

## (iv) Form of consent of Lowest matching Offer (Appendix-III)(optional)

- This document is optional. For its use, please refer to clause no 3(x) of instructions to Bidders.

**Part-II: Financial bid**

- (i) The Bidder shall submit the price schedule as furnished in the tender document. Each entry in the price bid form should be filled.
- (ii) The Bidder shall quote the rates for each financial year separately. Taxes as applicable will be paid extra.
- (iii) Bidder should quote lump sum repair cost irrespective of nature of repair of DT required to be carried out in price bid.
- (iv) Prices shall be quoted in terms of percentage.
- (v) For Technical specifications and Cost Data, Please refer MSEDCL website i.e. <https://www.mahadiscom.in/supplier/>.
- (vi) Any Financial Bid uploaded with conditions different from the tender specifications will be rejected.

**11. Earnest Money Deposit (E.M.D.):**

- A. The Bidder shall furnish along with the Technical Proposal, an E.M.D. of Rs. 10,000.00 (Rs. Ten Thousand only) payable either by DD in favour of MSEDCL or in the form of transfer through RTGS/NEFT into Bank of Maharashtra, Branch- JNEC , Account No.- 60393896464,IFSC Code- MAHB0001230 or in the form of Bank Guarantee as per Appendix-IV.
- B. Any bid not accompanied by an acceptable E.M.D. shall be rejected by MSEDCL as non-responsive.
- C. The E.M.D. of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- D. The E.M.D. of the unsuccessful Bidders will be returned as promptly as possible, after finalization of Empanelment process. However
  - (i) If a Bidder withdraws his Bid during the period of Bid validity Specified by the Bidder on the Bid Form his E.M.D. will be forfeited.
  - (ii) If the successful Bidder fails to furnish performance security in accordance with Clause 21 of Section - II, his EMD will be forfeited.
- E. However Bidders from the following categories are exempted from payment of earnest money deposit.

- (i) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
- (ii) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.
- (iii) The bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate for the items mentioned in their permanent registration certificate at the time of vendor registration.

The benefits mentioned in (i) to (iii) above shall be available only to those items approved during the registration process and subsequent updates in registration up to the date of submission of this tender.

Exempted bidders should upload a latest valid certificate issued by any approved body of 'Ministry of Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) for EMD exemption.

## **12. Period of Validity of Bid:**

- A. Bids shall remain valid for 60 days after the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by MSEDCL as "non-responsive".
- B. In some circumstances, MSEDCL may solicit the Bidder's consent to extend the period of validity. The consent for extension, if any, shall be given in writing. The EMD provided under clause (9) of this Section - II above shall also be suitably extended. A Bidder extending the bid validity will not be permitted to modify its original bid.

## **13. Amendment to Bid document:**

- A. At any time prior to the deadline for submission of bids, MSEDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by issuing addendum.
- B. Any addendum thus issued shall be treated as part of the Bid documents pursuant to Sub-Clause (A) above and shall be communicated through the website: - <http://works.mahadiscom.in/eTender/etender>

## **14. Format of Bid:**

- (i) The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The Bidder shall submit declaration to confirm that

he has read and accepted all the contents and conditions contained in entire bid document including financial bid containing price proposal.

(ii) Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given in the Bid document separately for Technical Proposal and Price Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

**15. Mode of submission of bids:**

- i) The Bids shall be submitted electronically through the e-tender portal only.
- ii) Bids sent by any other mode like in person, post, e-mail will not be considered & will be rejected.
- iii) MSEDCL may at its discretion require any Bidder to submit the hard copy of any of the document submitted on e-tender platform.

**16. Submission of Bids:**

The Bidder shall scan all the documents forming part of the Bidder's Technical Proposal and price proposal and convert the same into PDF format. The size of the Technical Proposal/Price Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech\_(Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by MSEDCL during registration of the Bidder. The digitally signed document files shall be uploaded by the Bidder on the 'e-tender' web site of MSEDCL.

**17. Deadline for Submission of Bids:**

- i) Bids must be uploaded by the Bidder through e-tender process not later than the time and date specified in the invitation for Bids.
- ii) The MSEDCL may, at the discretion, extend this deadline for submission of bids by issuing an addendum.

**18. Acceptance or Rejection of Bids:**

- i)* MSEDCL reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected Bidder or Bidders of the grounds for the said action.
- ii)* Incomplete bid or Bid with incomplete information/Documents or bid which is not substantially responsive as determined by MSEDCL are liable for rejection.

**19. Preliminary Examination of Price Bid:**

Upon examination of bid, Arithmetical errors found if any will be rectified on the following basis.

- (i)* If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (ii)* If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, his bid will be rejected.

**20. Opening and Evaluation of Proposals:*****a)* Opening of Pre-Qualification cum Technical Proposals:**

- i)* MSEDCL will open the Technical Proposals on the date and time designated in the E-Tender Notice/ Bid Document.
- ii)* The time and date of the opening of the Price Bids will be informed through email to technically qualified Bidders.

***b)* Examination of Technical Proposals and Determination of Responsiveness:**

- i)* A technical / tender committee shall evaluate the Bids submitted by Bidders for a detailed scrutiny. During evaluation of Bids, MSEDCL, may, at its discretion, ask the Bidders for clarification of their proposals.
- ii)* Notwithstanding the above, MSEDCL reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other Bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

**c) Clarification of Technical Proposals and Contacting MSEDCL:**

- i)* MSEDCL can seek any clarification / document required for technical qualification before opening the Price Bid. The Bidder to submit the clarification regarding the documents submitted with the Technical Proposal, same shall be uploaded on the portal or to be submitted by e-mail.
- ii)* Any effort by the Bidder to influence MSEDCL in evaluation of Technical Proposals, bid comparison or MSEDCL decisions on acceptance or rejection of bids may result in the rejection of the Bidder's bid and forfeiture of the bid security in accordance with the provisions.

**d) Financial Evaluation:**

The "Price bids" of only those Bidders will be opened, who qualifies the "**Prequalification cum Technical Bid**". The price bids of the eligible Bidders will then be evaluated in the manner provided below.

**e) Determination of the Lowest quoted price against the scope of work**

- i)* The evaluation for lowest offer (L-1 for each capacity) will be done based on the percentage rates quoted by the Bidders (for each capacity). MSEDCL at sole discretion, if found necessary, may negotiate the offer *with* "L-1 Bidder".
- ii)* In case of rate quoted in words and figure are different, the lowest of the two (*which is beneficial to MSEDCL*) shall be considered

**f) Offers by matching prices with lowest acceptable Bidder:**

*On declaration of the L-1 Bidder, exercise of matching prices shall be carried out as below:*

- (i)* In first instance, Bidders who have given optional consent (Appendix-III) *in technical proposal* would automatically be considered as Bidders matched with L1 and would be considered for Empanelment.
- (ii)* If sufficient number of Bidders are not available at L1 matching offer after considering optional consent (Appendix-III), MSEDCL may invite the remaining successful Bidders in sequence of L2, L3 and so on who have not given their consent to match the quote of the lowest acceptable L-1 Bidder.
- (iii)* MSEDCL reserves the rights to Empanel the agencies at its sole discretion subject to their matching the quote with the L-1 Bidder. MSEDCL may at its discretion also Empanel bidders who

have quoted L-2, L-3 if not enough agencies are available for Empanelment at L-1

## 21. Notification of Empanelment

- (i) Prior to expiration of the period of bid validity prescribed by MSEDCL, MSEDCL will notify the successful Bidder, that his bid has been accepted and his name has been Empaneled to carry out ***Repairing of failed Distribution Transformers of various capacities up to 100 KVA in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone*** for 1 year on the rates offered by him.
- (ii) The notification of Empanelment will constitute the formation of the Contract. Further, the name of Empaneled contractors will be hosted on MSEDCL website.
- (iii) Upon notification of Empanelment as above MSEDCL will promptly notify the other Bidders that their bids have been unsuccessful.
- (iv) After Empanelment the detail work orders will be issued separately to the Empaneled agencies as and when required for carrying out repairing of failed distribution transformers.

## 22. Signing of Contract

- (a) Along with notification of Empanelment, MSEDCL will send the successful Bidder a Form of Contract, incorporating agreement between the parties.
- (b) Within 14 days of receipt of the Letter of Empanelment, the successful Bidder shall sign the Form of Contract on Stamp Paper (non-judicial) borne by the Bidder as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and submit it to MSEDCL as per the format provided separately.
- (c) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s).

## 23. Performance Bank Guarantee (PBG) in lieu of Security Deposit:

- a) The successful Bidder shall furnish the performance Bank guarantee within 14 calendar days from the issue of the Empanelment offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of **2.50% of Contract Value (Contract value means total annual estimated cost divided among the successful bidders who have been Empaneled)** denominated solely in INR payable and claimed at Chh.Sambhajinagar issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 3 years from the date of Empanelment.

- b) The defect liability period of the works including the material shall be 18 months from the date of receipt or 12 months from the date of commissioning whichever is **earlier** which includes free replacement of defective/ non-working/faulty/ malfunctioning parts of the transformer within Contractual period till completion of guarantee period of 18 months from the date of receipt or 12 months from the date of commissioning whichever is **earlier**.
- c) Prior to making a claim under the Performance Bank Guarantee, MSEDCL or MSEDCL representative shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made.

#### 24. Forfeiture of Performance Bank Guarantee

- (a) The performance Bank Guarantee submitted in lieu of security deposit specified in the clause 21 will be liable to be forfeited if
- (i) The contractor fails to initiate the works after issuing of work order; or
  - (ii) The progress of DT repair works lagging behind the desired progress of works as mentioned in work order; or
  - (iii) The Empanelment is terminated due to the reasons attributed to the contract; or
  - (iv) The quality of material is not as per standard or if the works is not carried out as per standard method of construction, or not observing the rules and regulations.
  - (v) The quality of repair work is observed to be poor resulting in frequent failure of the repaired DT & supply interruptions thereof.
- (b) The performance bank Guarantee shall not be forfeited unless the *reasonable* opportunity of being heard has been given to the party.

#### 25. Corrupt or Fraudulent Practices

- (a) The Maharashtra State Electricity Distribution Company Ltd. requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL defines for the purposes of this provision, the terms set forth as below:
- (i) "**corrupt practice**" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence

the action of any such official in the procurement process or in contract execution; and

(ii) “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MSEDCL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive MSEDCL of the benefits of free and open competition.

(b) MSEDCL will reject a proposal for award if it *find out* that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) MSEDCL will declare a firm ineligible, either indefinitely or for a specific period of time, for award of MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, MSEDCL Assignment.

## 26. **Change in Laws and Regulations**

If, after the date of bid submission and during the period between date of bid submission & date of bid opening seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between MSEDCL and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which MSEDCL shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable to the Contract Agreement.

## 27. **Process for Empanelment of agencies division wise at circle level:**

(i) The Empanelment of agencies for repairing of failed distribution transformers shall be done by Superintending Engineers after floating of tenders of Empanelment.

- (ii) The Superintending Engineer will Empanel 3 to 10 Nos. of agencies for each division.
- (iii) The Superintending Engineer (O&M) and Superintending Engineer (TQA) will inspect the factory of new repairers.
- (iv) Before and after empanelment of successful bidders, the Superintending Engineer (O&M) along with Superintending Engineer (TQA) shall ensure availability of Machinery and Testing equipment prescribed as specified in Annexure `A' in good working condition and valid calibrations. Any deviation in the matter will leads to disqualification of the bidder.
- (v) The Superintending Engineer will give division wise allotment of agencies.
- (vi) The detail work order for carrying out the work shall be given by the respective division through Maintenance Portal only.
- (vii) After completion of work, the contractor should submit the bill through ERP system.
- (viii) The allotment of division to the Empaneled contractor may be changed at discretion of MSEDCL. The services of the Empaneled contractor may be utilized by MSEDCL in nearby O&M division within the same circle where needed and in nearby circles during emergencies like major breakdown, flood, natural calamities with the consent of Bidder.
- (ix) The Executive Engineer (ADM) will be the Nodal officer and single point communication person for this contract. For all communications, please refer e-mail ID given in section-I.

## SECTION – III

### GENERAL TERMS OF CONTRACT (GCC)

The following are the General Conditions of Contract.

In this Contract, the following terms shall be interpreted as indicated:

#### 1. THE CONTRACT:

##### 1. Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- i. "**Commencement Date**" means the date of issue of Empanelment order by the concern Superintending Engineer.
- ii. "**Commissioning**" means completion of work of repairing of transformer & taking it in the successful operation. The term "Commissioning" is synonymous with the term "Energization", as commonly used in the Industry.
- iii. "**Contract**" means the agreement if any to be entered into by MSEDCL with the contractor and shall include these Conditions of Contract, MSEDCL Requirements, the Tender, the Contractor's Proposal, the Schedules, the Letter of Award and such further documents as may be expressly incorporated in the Letter of Award or Contract Agreement (if completed) and any further conditions which may be specifically agreed to between the parties as forming the part of contract.
- iv. "**Contract Period**" means the period from the Contract Commencement Date to the date of completion of Empanelment period.
- v. "**Contract Price**" means the sum stated in the Letter of award as payable to the Bidder for the repairing of failed distribution transformer and the remedying of any defects in accordance with the provisions of the Contract, including guarantee of the Works during the defects liability period.
- vi. "**Contractor/Bidder/Agency**" means the entity repairing failed distribution transformer under this contract.
- vii. "**Contractor's Equipment**" means all machinery, apparatus and other things (other than Temporary Works) required for the execution, completion and guarantee of the Works and the

- remedying of any defects, but does not include Plant and Equipment, Materials, or other things intended to form or forming part of the Permanent Works.
- viii. **"Contractor's Representative"** means the person (if any) named as such in the Contract or other person Empaneled from time to time by the Contractor.
- ix. **"Defect"** means any part of the Works not completed in accordance with the Specifications and terms and conditions of Contract, including any Works or part thereof which becomes faulty during the Guarantee (Defects Liability) Period.
- x. **"Defect Correction / Liability Period"** means the period for correction of the Defect by the Contractor, beginning from receipt of the Notice of Defect from MSEDCL by the Contractor and extending up to days thereafter.
- xi. **"Defect Notice Period"** means the period after observation of the Defect within which MSEDCL should notify the Contractor about the Defect. Notification of the Defect will normally be made immediately after its observation.
- xii. **"Empaneled Contractor"** means the person whose Bid has been accepted by MSEDCL and the legal successors in title to such person, but not (except with the consent of MSEDCL) any assignee of such person.
- xiii. **"Employer's Requirements"** means the description of the scope, standards, design criteria (if any) and program of work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract. The Conditions of Contract, Technical Specifications, Drawings, Appendix to tender and all other information contained in the Bid documents form an integral part of MSEDCL Requirements.
- xiv. **"Final Work Completion Certificate"** means the certificate issued by MSEDCL Representative upon satisfactory completion of the Guarantee responsibilities.
- xv. **"Guarantee"** means the supply of all things necessary so as to remedy any defects in workmanship and materials for proper operation of the repaired distribution transformer for the period of 18 months from date of receipt or 12 months from date of commissioning whichever is **earlier** all in accordance with the conditions of the Contract.

- xvi. **“Guarantee Period”** means the time duration guaranteeing the normal functioning of the distribution transformer repaired by the contractor against defects in material, workmanship etc. over a span of 18 months from the date of receipt of the repaired DT at **Filter unit** or 12 months from the date of its commissioning at site whichever is **earlier**.
- xvii. **“Inspecting Authority”** shall mean any Engineering person or personnel authorized by MSEDCL to supervise and inspect.
- xviii. **“Letter of Empanelment”** means the formal acceptance by MSEDCL of the tender. The term “Letter of Empanelment” is synonymous with the term “Notice of Empanelment”.
- xix. **“MSEDCL”** means Maharashtra State Electricity Distribution Company Limited; a company incorporated under the Company’s Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board having its registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- xx. **“MSEDCL Representative”** means the person Empaneled by MSEDCL to act as Representative for the purposes of the Contract and named as specified, or other person Empaneled from time to time by MSEDCL and notified as such to the Contractor.
- xxi. **“Rate Contracts”**: The Rate Contract is a contract under which, during the period of its currency, the Bidder engages to repair failed distribution transformer on demand, irrespective of quantity, at fixed unit rates or prices, within a given period of the receipt of such demand as per terms & conditions.
- xxii. **“Site”** means the places from where the failed/ repaired distribution transformer is handed over to agency.
- xxiii. **“Specifications”** mean and include collectively all the terms and stipulations contained in the bid document including the Conditions of Contract, technical provisions and annexure thereto, addenda and lists of corrections, amendments and clarifications, as well as any variations issued by MSEDCL Representative during the course of the Contract.
- xxiv. **“Works”** means the Works including loading, unloading, transportation, repairing, and testing of distribution transformer.

## 2. Contract Agreement:

A Contract Agreement shall be provided separately.

### 3. Priority of Documents:

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, MSEDCL shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- i. The Contract Agreement;
- ii. The Letter of Empanelment;
- iii. *Work order issued to Empaneled agencies;*
- iv. The Bid (accepted Price Proposal);
- v. The Conditions of Contract, ;
- vi. MSEDCL Requirements (including Specifications and Drawings); and
- vii. The Contractor's Proposal (Technical Proposal, including completed Schedules).

### 4. Communication with bidder:

- (i) Wherever provision is made for giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.
- (ii) Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication
- (iii) If the Contractor wants to submit any claim, reply to termination notice, any grievance regarding terms & conditions of Contract etc., he should *submit* the same to the Superintending Engineer only, and not any other officers, by hand delivery and obtain the acknowledgement of the same.
- (iv) In case of works related issues such as materials, Distribution Transformers repairing works, site clearance, line/equipment out permits etc. the Contractor should hand over the same to the Executive Engineer of the concern Division only, and not any other officers, by hand delivery and obtain the acknowledgment of the same.
- (v) If the Contractor does not get any response from the concern officers as above he should send his correspondence to the Chief

Engineer (MM Dept.), Mumbai on his mail id [cemmcsedcl@mahadiscom.in](mailto:cemmcsedcl@mahadiscom.in)

(vi) All correspondence, notices or written orders to be given to the Contractor by MSEDCL or MSEDCL Representative, shall be sent by air/ mail on the mail address given by the Contractor in the bidding document.

(vii) Works review coordination meetings between MSEDCL's Representative and Bidder shall be conducted on a monthly basis or as and when required by MSEDCL, at locations decided by the MSEDCL, to review the Bidder's progress for repairing of failed distribution transformer and to decide on responsibility for actions required to be taken. MSEDCL / MSEDCL's Representative shall prepare the Minutes of Meeting and provide copies for the records of all attendees. Decisions taken and instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications.

#### **5. Compliance with Statutes, Regulations and Laws:**

The Contractor shall, in all matters arising in the performance of the Contract, comply with, give all notices under, and pay all fees required by the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Works. The Bidder/Bidder shall obtain all permits, licenses or approvals required for repairing of failed distribution transformer works in reasonable time taking account of the time for delivery and the costs of any such permits, licenses or approvals shall be included in the Contract Price for the relevant Activity. MSEDCL and the Contractor shall comply with the laws of India and the State of Maharashtra.

#### **6. Labour laws:**

The Contractor shall comply with all the relevant labour laws applying to his employees and shall duly pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all applicable laws and regulations concerning safety at work. Contractor shall deposit the labour cess as per Building and Other Constructions workers, Welfare Cess Act 1996 to State Government (if applicable) otherwise same shall be deducted from RA (Running Account) bill and shall be deposited to Government Authority.

## 7. Manner of Execution:

Execution of work shall be carried out in the approved manner as outlined in the technical specifications or where not outlined, in accordance with relevant BIS/ Indian Standard Specifications, to the reasonable satisfaction of MSEDCL.

- i) The contractor should follow instructions and guidelines mentioned as per Indian Standards IS 18284:2023 on Repair of Distribution Transformers - Code of Practice. MSEDCL officers shall ensure the same.
- ii) The Contractor should successfully complete the works within time frame set out by MSEDCL. MSEDCL shall not be responsible for any loss or damage of any material while loading, unloading & transportation of repairing of failed distribution transformer's work *as per work order*.
- iii) Undertake necessary activities during the guarantee period as set out in this Contract.

## 8. Standards:

The materials / spares supplied under this contract shall confirm to the Standards mentioned in the Technical specification as per the MSEDCL requirements. The material supplied by the Contractor under the contract shall be fully insured by the Contractor in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage till handing over the complete system to the beneficiary and the contract price shall include the same.

## 9. Transportation:

**To & Fro Transportation of failed and repaired transformers will be the sole responsibility of M.S.E.D.C.L.** The separate tender is to be floated at circle level for transportation.

The loading & unloading at MSEDCL's site / maintenance unit will be the sole responsibility of M.S.E.D.C.L.,

However, the loading & unloading at Agency's works will be the sole responsibility of Agency concerned at their risk & cost with all liabilities.

In case of failure of DT within guarantee period, all the cost including loading, unloading and transportation from Filter Unit to his workshop shall be borne by the agency only.

## 10. Payment:

Payment will be made to the Contractor as per Section III.

**11.Sub-contracts:**

Subcontract is not allowed.

**12.Notice to Correct:**

If the contractor fails to carry out any of the obligations, or if the Contractor is not executing the works in accordance with the Contract, the MSEDCL may give notice to the contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

**13.Termination of contract:**

The performance of the Empaneled agencies will be reviewed quarterly and poor/non performing contractor will be weeded out from the Empaneled list with justified reason after giving due opportunity to the Empaneled Bidder to explain his side.

**14.Removing from Empanelment for default:**

The Empaneled Agencies have to execute the work of Repairing of distribution transformer as per the Work Order(s) issued by MSEDCL. MSEDCL without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract (Empanelment) in whole or part:

a) In case the contractor/Bidder defaults on following events on three successive occasions, the contract order is liable for cancellation of Empanelment after issue of termination notice.

(i) If Empaneled Agencies do not execute the work allotted to them as per the Work Order issued by MSEDCL or his representative within stipulated time.

OR

(ii) If Empaneled Agencies delays the work allotted to them as per the Work order issued by MSEDCL or his representative AND does not efficiently utilize the power shutdown allotted for repairwork in case of minor repair required at site for DT repair within guarantee period.

OR

(iii) If the distribution transformer repaired by Empaneled Agencies under this Contract fails within the guarantee period and if denies to repair it.

OR

- (iv) If the Empaneled Agencies do not follow statutory rules & regulations related to Safety/ Construction & Maintenance practices / Labour Laws as issued by MSEDCL & other statutory authorities eg. CEA/ Electrical Inspectorate, etc.

OR

- (v) If the Empaneled Agencies deploy less and/or unskilled manpower than specified under this tender document.

- b) If found executing the works through subcontractor.
- c) If contractor fails to repair to failed DT within 2 weeks from notice given to him.
- d) If the Contractor/ Bidder, in the judgment of MSEDCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- e) Percentage of failure of repaired distribution transformer jobs within guarantee period shall not exceed more than 10% of the allocated quantity over the period of time. If the failure rate within guarantee period exceeds 10%, further allocation of failed jobs to the agency will be stopped and necessary action will be initiated. The performance review of the repairing agencies will be taken in every quarter by Superintending Engineer (O&M).

### **15. Force Majeure:**

Notwithstanding the provisions of conditions of contract, the Contractor shall not be liable for Penalty or termination for default, forfeiture of his/ her performance security, if and to the extent that, its delay in performance or other failure to perform its obligations is the result of an event of Force Majeure.

For purposes of this Clause "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor/ Agencies fault or negligence and not forcible. Such event may include, but are not limited to, acts of MSEDCL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify MSEDCL in writing of such conditions and the cause thereof. Unless otherwise directed by MSEDCL in writing, the Contractor shall continue to perform its obligations as far as is reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the Force Majeure.

### **16. Debaring the Agencies from business dealing with MSEDCL:**

In case of failure on part of successful Bidder at any stage of tendering and execution, the Bidder/ contractor may be debarred as per MSEDCL debar policy provided on MSEDCL website link.

(<https://www.mahadiscom.in/supplier/en/debar-policy/> )

### **17. Settlement of Disputes:**

(i) All disputes and differences (Including G.P. Failed transformers) of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Superintending Engineer.

(ii) The Three Member Dispute Resolution Committee, headed by the concerned Superintending Engineer shall be constituted with one member representing the Bidder, one member of MSEDCL from Account Department *by concerned Superintending Engineer*.

(iii) The Committee shall, within **30** days after receipt of the contractor's representation, make and notify decisions of all matters referred to by the contractor in writing. The decision of Committee will be binding on both parties.

### **18. Contractor Obligations:**

(i) The Contractor is obliged to work closely with MSEDCL staff, act within its own authority and abide by directives issued by MSEDCL and implementation activities.

(ii) The Contractor will abide by the job safety measures given on MSEDCL website (<https://www.mahadiscom.in/consumer/wp-content/uploads/2018/03/SurakshaDeepSurakshaPustika.pdf>) *as amended time to time and also statutory directives in this regard* and will free MSEDCL from all demands or responsibilities arising from accidents or loss of life the cause of which is the Contractor negligence. The Contractor will pay all indemnities arising from such incidents and will not hold MSEDCL responsible or obligated.

(iii) The Contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misbehaviour.

- (iv) The Contractor will treat all data and information about MSEDCL, obtained in the execution of his responsibilities *as confidential* in strict confidence and will not reveal such information to any other party without the prior written approval of MSEDCL.
- (v) MSEDCL, in no case will be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or execution of work. All the expenditure including treatment or compensation will be entirely borne by the Contractor. The Contractor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- (vi) The Contractor should provide its employees photo identity cards to be properly displayed when they pick failed DT & gave back repaired DT. No extra payments shall be claimed by the contractor or its deployed staff for such item.
- (vii) The Contractor should carry out ***Repairing of distribution transformer in the Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone*** strictly in accordance with the Terms & Conditions of the contract and without any defects.
- a. The repairing of distribution transformers work should be executed without any delay as per the implementation schedule mentioned in the work order.
  - b. MSEDCL reserve the right to depute engineer officers from his/her office for the supervision and inspection at the time of implementation of the contract. The Bidder should submit report to the concerned engineer officer regarding the implementation of the contract.
  - c. If any defect is noticed within guarantee period of 18 months from date of receipt or 12 months from date of commissioning of repaired distribution transformers whichever is earlier, same will have to be rectified by the Bidder at his own expenses. *If contractor does not replace or correct it, MSEDCL will get that work replaced or corrected from any other contractor/ agency at the cost of the contractor under whose guarantee period the repaired transformers are.*
  - d. The successful Bidder should indicate the name and address of their nearest centre that can take up immediate action on complaint.

(viii) The contractor shall maintain complete Machinery and Testing equipment prescribed as specified in Annexure `A' in good working condition with valid calibrations. MSEDCL officers can inspect distribution transformer repairing workshop anytime for verification of the same. Any deviation in the matter will leads to removing the bidder from empanelment.

### **19.Implementation schedule and process :**

The work should be executed by the Bidder as per the following implementation schedule:

- (i) MSEDCL will assign the work through system generated work orders to the listed Empaneled agencies only in respective Division.
- (ii) The Bidder shall carry out the repairing of failed distribution transformers within 10 days after delivery of failed DTs at repairer's workshop.
- (iii) Failed DT's will be handed over to the repairer Bidder along with system generated work order by the Filter Unit In-charge.
- (iv) The Bidder shall complete the work as per the time schedule given in work order.

### **20.Payment and Penalty:**

#### **(i) Billing Procedure:**

- a) After repair & satisfactory results of inspection, distribution transformer will be handed over to MSEDCL by Bidder and submit invoice through web portal.
  - b) Assistant Engineer Filter Unit after due scrutiny will forward to the Additional Executive Engineer of Division office within 2 days from receipt of invoice/bill.
  - c) Additional Executive Engineer will cross check & forward the invoice for audit to account section of Division office within 1 day.
  - d) Account section of Division office after due scrutiny/audit will forward for approval to Executive Engineer of Division office within 2 days.
  - e) The Executive Engineer, O&M Division will submit technically scrutinised & audited Invoices to WM Section within 2 days and

WM Section will transfer money to the contractor's account within 45 days from the receipt of the Invoice.

**(ii) Payment procedure:**

Payment (audited amount) will be disbursed against the Bills submitted by the Bidder within 45 days from the date of submission of invoice on web portal

**(iii) Penalty for Delay:**

- a. The Bidder is required to complete the work within 10 days from the date of delivery of failed DTs at repairer's workshop along with the work order. In case the work is not completed within time then the Bidder will be liable for liquidated damages @ ½% per week of delay or part thereof, subject to maximum 10% of the repair cost of the transformer, from the date of issue of work order. Transformer oil will be given on roll over basis with initial stock say for 5 DTs or 5 barrels on advance basis as far as possible. The liquidated damages will be calculated and levied by the concerned Division. The decision of Superintending Engineer, MSEDCL, Chh.Sambhajinagar Rural Circle will be final and binding on Bidder in case of disputes.
- b. In case of failure of Bidder part to cope up with the work within the specified period, the job will be got executed through some other Bidder at Bidder's risk and cost even at higher rates and entire repair cost along with the 15% supervision charges over and above the repair cost will be recoverable from the defaulter Bidder.
- c. The repaired distribution transformer if fails within Guarantee period then it shall be repaired and delivered by the agency at his risk and cost within 15 days from the date of intimation of failure in writing by division office including transportation cost involved if any. The penalty of Rs.100 per day will be levied for delay in delivery beyond 15 days.
- d. The contractor shall maintain quality of distribution transformer repairing works by following instructions and guidelines mentioned as per Indian Standards IS 18284:2023 on Repair of Distribution Transformers - Code of Practice. Any deviation in the matter will lead to necessary penalty as mention above in (c).

- e. The Penalty for the delay applicable to the activities will not be attributed to the contractor subject to the condition specified in the Section-III, GCC. "Force Majeure" and the mutually agreed genuine causes brought on the records thereof by the contractor.
- f. The delay attributable to MSEDCL will not attract any penalty.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The bidder contractor should follow instructions and guidelines mentioned as per Indian Standards IS 18284:2023 on Repair of Distribution Transformers - Code of Practice
  - (a) The general guidelines are to be followed as per clause no. 5 of IS 18284:2023 for the foremost activities to be performed after receipt of failed Distribution Transformers at repairing agency like identification, Assessment / Investigation for failure of transformer, cleaning / repairs / replacement of terminals, accessories, tanks, radiators and enclosures.
  - (b) It is recommended that on completion of repairs, the radiators (and tank) should be tested as per routine test procedure outlined in IS 1180 series.
  - (c) For carrying out quality repair of distribution transformer, the repairer should have certain basic repair and test equipment as listed in Annex F of IS 18284:2023.
  - (d) Major materials including gasket should conform to requirements specified in relevant part of IS 1180 series
  - (e) Once the transformer reaches the repairer's workshop, it is necessary to carry out no load test at rated voltage with healthy LV/dummy LV turns. Based on the results, repair of the transformer shall be carried out as follows:
    - i) If the measured no-load losses at the repairer's workshop exceed 15 % of the original no load losses, then the transformer may not be suitable for repair and no repair works to be taken up and the core shall be scrapped;
    - ii) If the measured no-load losses at the repairer's works are found below 15 % of the original no load losses (provided by the customer), then the transformer shall be taken up for repair works.

The total losses (pre-repair) shall then be calculated as below:

$$\text{Total Losses}_{\text{pre-repair}} = \text{No-load losses measured at repairer's workshop} + \text{original load losses (provided by the customer)}$$

After repair, the total losses shall be measured and the same shall not exceed the total losses (pre-repair) by more than 10 Percent that is.

$$Total\ Losses_{\text{post-repair}} \leq 110\ \text{Percent (that is 1.10)} \times Total\ Losses_{\text{pre-repair}}$$

The tolerances on component losses (that is no-load losses and load losses) measured post-repair shall be as below:

<i>Sl No.</i>	<i>Component losses</i>	<i>Tolerances</i>
(1)	(2)	(3)
i)	No-load losses	+ 15 percent on the no-load losses measured at repairer's workshop
ii)	Load losses	+ 15 percent on the original load losses (provided by the customer)

**NOTE** — The tolerance values specified in above clauses are not applicable for repair of distribution transformers during the warranty period.

(f) The repairing of core coil assembly shall include data collection, coil winding, core laminations, connections & lead joints and final assembly after repairs as per clause 6 of IS 18284:2023.

(g) The operations to repair a liquid-filled transformer are similar to those described for dry-type transformers except final assembly and impregnation process. Much of the additional work required relates to the dielectric fluid and the tank. Retro-filling, as indicated in Annex C of IS 18284:2023, helps to increase the life of the transformer, it is overloading capability, and makes it eco-friendly and safer from fire safety point of view. Other activities such as checking of service suitability, overhauling, rewinding including reassembly and final tests shall be carried out as per clause no. 7 & 8 of IS 18284:2023.

(h) Every repaired transformer should be permanently embossed or inscribed with the name or identifying logo of the repair centre or repair service provider including month & year of repair adjacent to the nameplate. The service order number for the most recent repair should also be clearly marked on the unit. The painting, packaging and transportation of the repaired distribution transformer shall be carried out as per clause 9 & 10 of IS 18284:2023.

2. It is presumed that the Bidder has got qualified and experienced staff to carry out the repair work which shall be in conformity with relevant Indian Standard specification and a clear certificate to that effect should be

furnished on completion of repair works. Any change in specifications of spares should be got approved prior to repairs from Executive Engineer, (Adm.), MSEDCL, Chh.Sambhajinagar Rural Circle.

3. It is expected that sufficient stock of spares usually required for repairs as indicated in Schedule-A is maintained by the agency. Parts to be replaced shall be of original or best quality and shall conform to relevant I.S. Necessary tests certificates and documentary evidence of purchase and use thereof in repairs of Company's transformer shall be produced if asked.
4. The repair work generally involves replacement of HV/LV coils, gaskets, breathers, bushings, bushing rods & terminal bolts and other worn-out parts, whenever necessary, re-assembly, drying out, filtering etc. However, all gaskets for cover, bushing etc. has to be invariably replaced by new one while reassembling the Transformer.
5. All the damaged parts and all gaskets are to be retained by the repairer.

**6. Inspection:-**

**External Inspection:**

Before handing over the failed transformer to repairer, an external & internal inspection of failed distribution transformer will be carried out at filter unit of concerned O & M Division.

**Final Inspection:** It will be carried out as per Annexure – E

7. No transformer should be converted from Aluminium to copper & vice versa.
8. In case of urgency, if agency collects transformer oil on behalf of MSEDCL from stores / Sub-Division/Division/Substation etc., account of transformer oil including empty barrels will have to be submitted by the agency to concerned division under intimation to the concerned O & M circle. The agency will be responsible for handing over the empty barrels in good condition.
9. Estimated insulating material required for different capacities of transformers, when dismantling and rebuilding is involved as below.

Sr. No.	Capacity	Approximately Insulating Material Required in kg
1.	3 Phase, 100 kVA	7.2 kg
2.	3 Phase, 63kVA	6.3 kg
3.	3 Phase, 25 kVA	4.5 kg

4.	3 Phase, 16 kVA	4.5 kg
5.	3 Phase, 10 kVA	4.0 kg
6.	1 Phase, 16 kVA	4 kg
7.	1 Phase, 25 kVA	6 kg

10. Two (2) days advance intimation shall be given to the company's nominated representative when the repaired transformers are ready for inspection and testing in suitable lots, failing which agency will be responsible for delay in delivery. The joint inspection and testing of all transformers will be carried out in mutually suitable lots, failing which agency will be responsible for delay in delivery.
11. The testing arrangements for repaired transformers will have to be made by repairer at his own cost. All tests specified in latest IS : 2026 and IS: 1180 (Part-1)-2014 shall be carried out in the presence of representative from concerned O&M Division not below the rank of Additional Executive Engineer.
- (i) The losses of the transformers should confirm as mentioned in above Clause No. 1(e).
  - (ii) The repaired Transformer's should withstand Double Voltage Double Frequency (DVDF) Test & High Voltage Test as per IS specified above.
  - (iii) No oil leakage & seepage from any part of the body of the distribution transformer will be confirmed by MSEDCL representative.
  - (iv) A certificate in this regard & all tests carried out jointly signed by the repairer and the MSEDCL's Representative shall be submitted while uploading the bills/invoice.
  - (v) The repaired transformers will be dispatched only after MSEDCL's official certifies that the tests carried out are found as per required values.
12. On completion of repairs and tests i.e. before delivery, the agency shall affix a suitable metallic plate on transformer free of cost with details punched on it or paint the details in white paint by template just below the manufactures name plate. If such details are not provided the bill will not be processed for payment. Repaired transformers shall be suitably tag welded at top plate & body and plastic sealed.
13. On satisfactory testing of the repaired DT, MSEDCL's Representatives will seal the said transformer to top cover & to oil drain valve. The details of the seals

shall be mentioned on the test reports.

14. The transformer oil will be supplied by the MSEDCL for filling in the tank of repaired transformers as per the quantity mentioned on the name plate of failed transformer plus 3% for losses in tanking and filtration. Failed transformer without oil will be handed over to the Bidder from filter unit. If name plate is not available the transformer oil will be issued on actual basis.
15. At the time of expiry of the termination of contract, the balance quantum of oil in good condition shall be returned by the Bidder to MSEDCL; else recovery will be made by the MSEDCL at time of final bill for the balance oil to returned to the vendor to MSEDCL.
16. Colour of repaired Dist. transformer should be as per IS:5 shade no.280 (Verdigris Green) for immediate identification of repaired transformer. The LT & HT terminals of the repaired distribution transformer shall be marked in R\_Y\_B colour for easy identification.
17. **Surprise Inspection of factory:**

The factory will be visited by any company's official especially by pay group-1 office on any working day and hours of the factory. In absence of factory owner/manager the authorized persons should sign the inspection report of the inspection carried out by Company official. Please note if sufficient repairing facilities are not observed during the course of inspection the order placed is liable for cancellation at repairs cost and risk. Surprise inspection will also be arranged to ascertain that the parts replaced are genuine or of reputed standard make conforming to relevant IS and to check documentary evidence of purchase/use of spares as per job card.
18. The successful Bidder will have to insure for insurance against the fire, Theft, damage or riots, burglary to the MSEDCL's property like transformer, oil etc., lying with the agency. The insurance charges are to be borne by the repairer. The insurance is to be made in favour of MSEDCL covering contract period of fresh repairs & G. P. repair period. The Bidder will have to complete all above formalities in Circle office before execution of the work order within 14 days.
19. The transformers against new work order will be handed over for repairs, only on completion of the balance transformers pending with Bidder against previous/ existing work orders if any.
20. In case of failure to repair the transformers as agreed in the offer, the MSEDCL reserves the right to curtail the quantity, if the performance/ workmanship is too poor, then cancellation of order in part or the whole will be considered.
21. No tools and plants or space for carrying our repair work or testing of repaired

transformer will be provided by the MSEDCL. Bidder has to make its own arrangement for the same.

22. In case, any damage / loss occurred to any property or fatal – non fatal accident occur to Bidder’s employee/ our employee / third person at Bidder’s workshop due to and during the execution of job under this contract, same will be at Bidder’s account at Bidder’s cost and risk.

23. Repairer shall ensure the quality repair of DT such that repaired DT shall have loss levels within permissible limits as given in above clause no. 1(e). The capacity-wise specified losses are given below.

<b>Conventional Distribution Transformer</b>				
Voltage ratio in Volts	kVA Rating	No load losses in Watt (Specified)	Full load losses in Watt (Specified at 75°C)	% impedance at 75°C
<b>22/0.433 KV CRGO</b>	3 Phase,100 kVA	300	1850	5.0
	3 Phase,63 kVA	230	1400	5.0
	3 Phase,25 kVA	115	700	5.0
<b>11/0.433 KV CRGO</b>	3 Phase,100 kVA	260	1760	4.5
	3 Phase,63 kVA	180	1235	4.5
	3 Phase,25 kVA	100	685	5.0
		Maximum Total losses at 50% in Watt (Specified)	Maximum Total losses at 100% in Watt (Specified at 75°C)	
	1 Phase, 25 kVA	115	390	4.0
	1 Phase, 15 kVA	85	300	4.0
<b>11/0.433 KV AMDT</b>	100 kVA	66	1760	4.5
	63 kVA	50	1235	4.5
<b>Note</b> - Tolerances for specified losses shall be as mentioned in Section IV, Clause 1(e). For percentage impedance, tolerance applicable will be $\pm 10\%$ of the specified value.				

<b>Level 1 Distribution Transformer</b>				
Voltage ratio in Volts	kVA Rating	Maximum Total losses at 50% in Watt (Specified)	Maximum Total losses at 100% in Watt (Specified at 75°C)	% Impedance at 75°C
<b>22/ 0.433 KV</b>	3 Phase, 100 kVA	499	1732	5.0
	3 Phase, 63 kVA	357	1197	5.0
	3 Phase, 25 kVA	199	667	5.0
	3 Phase, 16 kVA	142	462	4.0
	3 Phase, 10 kVA	74	199	4.0
	1 Phase, 25 kVA	134	365	4.0
<b>11/ 0.433 KV</b>	3 Phase, 100 kVA	475	1650	4.5
	3 Phase, 63 kVA	340	1140	4.5
	3 Phase, 16 kVA	135	440	4.5
	3 Phase, 10 kVA	70	190	4.0
	3 Phase, 25 kVA	190	635	4.5
	1 Phase, 25 kVA	110	300	4.0
<b>Note</b> - Tolerances for specified losses shall be as per loss limits in Section IV, Clause 1(e). For percentage impedance, tolerance applicable will be $\pm 10\%$ of the specified value.				

#### 24. Procedure For Closer of Contracts:

(A) In case contract period completed by Bidder, then Bidder should submit contract closer proposal along with summary of works executed by Bidder during contract period along with following details:

- i) Total Distribution Transformer Repaired.
- ii) Total Distribution Transformer failed in GP.
- iii) Total Distribution Transformer which are in GP at the time of submission of closer.
- iv) Quantity of transformer oil available with Bidder.
- v) No. of distribution transformer lying at Bidder's premises.
- vi) Details of pending bills with MSEDCL.

After receipt of closer proposal, EE in-charge i.e. concern division should verify full details; if he satisfies with proposal and no transformer oil is pending with Bidder and no distribution transformer lying at Bidders

premises, then he will submit closer proposal to Circle for 'Closer of Contracts'.

After closer of contracts no any failed distribution transformer shall be given to Bidder for repairs against this contract. The Bank guarantee / SD will not be released unless guarantee of last failed distribution transformer repaired by the Bidder is over.

- (B) If MSEDCL wishes to close contract before 'contract period', where contractor is not a defaulter, MSEDCL shall serve notice for closer of contract stating reasons and call all details as mentioned under clause A above. After settlement of DT repair account MSEDCL shall release performance BG of contractor & close the contract.
- (C) If Bidder wishes to close contract before 'contract period', then the Bidder shall give notice to employer stating reasons of closer. In this case if MSEDCLs works affect because of closer of the contract then the contract shall be close by forfeiting BG. However closer should be as per clause (A) above

**SECTION - V****FORM AND APPENDIX OF TECHNICAL AND PRICE PROPOSAL****Form of Technical Proposal**

(On Bidder's Letterhead)

To,

**Maharashtra State Electricity Distribution Company Ltd.***Represented by the:*

Superintending Engineer,

Maharashtra State Electricity Distribution Co. Ltd.,

Chh.Sambhajinagar Rural Circle, Dist. Chh.Sambhajinagar , Pin 431007

**Name of Contract:** Empanelment of Agencies for ***Repairing of distribution transformer in the Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone***

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to attend ***Repairing of distribution transformer in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone.*** with guarantee period of 1 Year, (hereinafter referred to as the contract of works) and as described in the Bid document "Contracts" as well as remedy any defects and guarantee the entire completed facilities against any defects in materials, workmanship and equipment for period specified in Bid Documents, after completion, fit for its purpose in conformity with these documents and the enclosed Proposal.

We hereby declare that we accept all the terms, conditions, specifications and all other matters set forth in sections and agree that these will form a part of the Contract if we are selected for award of Empanelment.

We have submitted price bids for Tender No. SE/CSNRC/TS/T-32/2024-25. We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake works on all these tenders. However we hereby confirm that we accept that the MSEDCL decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should MSEDCL decide to reject our Bid for *this* Tender on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract Agreement. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of 60 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses *and work order*.

We accept that Dispute Resolution procedures, General Conditions of Contract, will be used for settling any disputes that cannot be mutually agreed with MSEDCL,

Yours faithfully,

Signature & Seal of company  
in the capacity of duly authorized  
to sign bids for and on behalf of

Address:

.....:

**Form of Price Proposal and Appendix to Price Proposal (to be submitted along with Price Schedule)**

**FORM OF PRICE PROPOSAL**

(On Bidder's Letter head)

To,  
**Maharashtra State Electricity Distribution Company Ltd.**  
*Represented by the:*  
Superintending Engineer,  
Maharashtra State Electricity Distribution Co. Ltd.,  
Chh.Sambhajinagar Rural Circle, Dist. Chh.Sambhajinagar , Pin 431007

Name of Contract: Empanelment of Agencies for ***Repairing of distribution transformer in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone.***

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Works and remedy any defects, fit for its purpose in conformity with these documents *and work order to be issued when we got Empaneled* and the enclosed proposal, for the rate as per Price Schedule exclusive of all the GST in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

We agree to abide by this Bid for the period of 60 days after the date of opening of the Technical Proposal, and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Price Proposal and Appendix to Technical Proposal form part of our Bid.

If our Bid is accepted, we will provide the specified Security Deposit / PBG. We will commence the Works as soon as possible after receiving the Work Order after our Empanelment, and complete the Works in accordance with the above document and Work Order within time.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Yours faithfully

Signature

Seal in the capacity duly authorized to sign bids for and on behalf of

**APPENDIX TO PRICE PROPOSAL**

Description	Tender No. <u>SE/CSNRC/TS/T-32/2024-25</u>
Employer's Name and Address	Maharashtra State Electricity Distribution Co. Ltd. Represented by the:  Superintending Engineer,  Maharashtra State Electricity Distribution Co. Ltd.
Contractor's Name and Address	(To be completed by the Bidder before the Bid is submitted)
Name and Address of the MSEDCL Representative	The Executive Engineer (Adm.) , MSEDCL ,Chh.Sambhajinagar Rural Circle.

**CHECK LIST OF DOCUMENTS ENCLOSED**

Sr. No.	Name of Documents Attached	Remark	
		<i>(Tick Yes if enclosed or Tick No if not enclosed)</i>	
1.	Form of Price Proposal & Appendix to Price Proposal	Yes	No
2.	Price Schedule	Yes	No

Signature of Bidder:

.....:

**Appendix-I****CHECK LIST OF DOCUMENTS ENCLOSED**

<b>Sr. No.</b>	<b>Name of Documents Attached</b>	<b>Remark</b>	
		<i>(Tick Yes if enclosed or Tick No if not enclosed)</i>	
1.	Firm's Profile at a Glance Appendix-I(A)	Yes	No
2.	Financial Status Appendix-I(B)	Yes	No
3.	Self-Certification of No Bar/ non-failure/ blacklisted	Yes	No
4.	Experience for repairs of transformers Appendix-II	Yes	No
5.	Power of attorney in the name of the person authorized to sign Bid document	Yes	No
6.	Receipt of Payment made by the Bidder against the Bid Fees	Yes	No
7.	Tender Document signed by Bidder on each page along with Price Schedule Format.	Yes	No
8.	Form of Technical Proposal	Yes	No

Bidder's Signature:

(Seal)

**APPENDIX- I (A)**  
**FIRM PROFILE AT A GLANCE**

Sr. No.	Particulars	Details
1	Name & Mailing Address of firm	
2	Contact Person Name, Designation & Contact No.	
3	E-mail Address for correspondence	
4	Firm Website Address	
5	Firm Status (Private/ Proprietor)	
6	PAN/ TAN No.	
7	Bidder's UIN No. (Unique Identification Number) (if applicable)	
8	Firm Registration No.	
9	Bidder's registration certificates for GST and registration certificates under the applicable PF and labour laws.	
Attached are copies of the necessary original documents.		
1.		
2.		

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or *found* incorrect at later date, our tender shall be liable to be rejected and our company may be debarred from executing any business with MSEDCL *as per MSEDCL's debar policy*.

Signature of Bidder

Name

Designation

Date:

**APPENDIX- I (B)**  
**FINANCIAL STATUS**

Each Bidder must fill in this form including private/ public limited company.

Sr. No.	Particulars	Financial Data for Previous 3 Years [Rs. in Lacs]		
		2021-22	2022-23	2023-24
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Long Term Loans			
5	Current Liabilities			
6	Profits Before Taxes			
7	Profits After Taxes			
8	Net Worth			
9	Available Working Capital			
10	Annual Turnover			
	Attached are copies of the audited balance sheets, including all related notes and income statements for three years of FY 2021-22, 2022-23 & 2023-24.			

Applicant's Auditor / CA



**APPENDIX- III****FORM OF CONSENT FOR LOWEST MATCHING OFFER****(Optional paper –Bidder may not submit if do not want to match with L1)**

Applicable for interested successful Bidders (subject to fulfilment of conditions mentioned in Section –II Information and Instructions to Bidders

To,

**Maharashtra State Electricity Distribution Company Ltd.***Represented by the:*

Superintending Engineer,

Maharashtra State Electricity Distribution Co. Ltd.,

Chh.Sambhajinagar Rural Circle, Dist. Chh.Sambhajinagar. Pin. 431007

Name of Contract: Empanelment of Agencies for ***Repairing of distribution transformer*** in *Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone.*

Confirmation for accepting Empanelment by Matching Rates with Lowest Acceptable Bidder:

We do hereby confirm

1. I/We hereby agree to match L-1 rate discovered in the Bid by MSEDCL. No further confirmation is required.
2. All the terms & conditions would be applicable to me.

Signature of Bidder

Name

Date

Designation

**APPENDIX- IV**

**FORM OF EARNEST MONEY DEPOSIT/ BID SECURITY**

**(BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_, for Empanelment of Contractors for ***Repairing of distribution transformer in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone*** under “Contracts” basis under bid package number Bid No: \_\_\_\_\_ (hereinafter called “the Bid”) for works of *Repairing of distribution transformer in \_\_\_\_\_ Circle of \_\_\_\_\_ Zone.*

Know all people by these presents that We \_\_\_\_\_ [Name of Bank] of having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto the Maharashtra State Electricity Distribution Company Limited in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the MSEDCL. The Bank binds itself, its successors and assigns by these presents. This guarantee will be payable at our branch office at \_\_\_\_\_ [Address of branch office], sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

The conditions of this obligation are:

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

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

This Guarantee will remain in force up to **60 days** after the *date of opening of technical bid* for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by MSEDCL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature of Bank's authorized officer

Seal

Signature of Bank's Second authorized officer

Seal

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CHH.SAMBHAJINAGAR RURAL CIRCLE.****Annexure `A`****TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .****List of Machinery and Testing equipment**

Sr. No.	Name Machinery / Testing equipment	No.(s)
<b>A</b>	<b>List of Machinery</b>	
1.	HV Winding Machine	
2.	LV Winding Machine	
3.	Oil Filtration Machine ( Minimum 250 GPH )	
4.	Insulation Cutting Machine	
5.	Welding Machine	
6.	Electrical Drying Oven	
7.	E.T.C. Crain	
8.	Compressor for Spray Painting	
<b>B</b>	<b>List of Testing Instruments</b>	
1.	Digital Motorized Insulation Tester. (Make: Megger) (500-5000 V)	
2.	Multi-meter (digital)	
3.	High Voltage Testing Kit	
4.	Double Frequency Double Voltage Testing Kit	
5.	Oil BDV Tester set	
6.	Full Load and No Load Losses Measuring Testing Kit	

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**
**CHH.SAMBHAJINAGAR RURAL CIRCLE.**
**Annexure `B'**
**TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .**

If name plate available:-

Name of the Repairer	
Tested and delivered on	Date :-
Connected to fixed voltage ratio	22 / 0.433 kV or 11 / 0.433 kV

If Name plate is missing, repairer shall provide the following details on metallic plate as per specimen given below:-

kVA Rating	---- kVA	
Voltage at No load	HV :- 22 kV or 11 kV	LV :- 0.433 kV
Full Load Current	HV: - -----Amp.	LV: - -----Amp.
No. of Phase	3 Phase	
Type of cooling	ONAN	
Frequency	50 Hz	
% impedance		
Losses	No Load Losses : - ---Watts    Full Load Losses :- ---Watts OR 50% total Losses :- ---Watts    100% total Losses :- ---Watts	
Oil quantity in kg / ltr.	--- kg / ltr.	
Total Weight in kg	---kg	
Tested and delivered on	Date :-	

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CHH.SAMBHAJINAGAR RURAL CIRCLE.****Annexure C****TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .**

Details of transformer which may be available for repairs during the year.

Sr. No.	Name of Division	Capacity ( kVA ) wise failed Distribution Transformer (Please insert data of DT failure of FY 2024-25)							
		1Phase 15 kVA	1Phase 25 kVA	3 Phase 10 kVA	3 Phase 16 kVA	3 Phase 25 kVA	3 Phase 63 kVA	3 Phase 100 kVA	Total
1.	CSN Rural Division-1	49	218	0	45	30	334	313	989
2.	CSN Rural Division-2	201	448	0	119	79	655	465	1967
3.	Kannad Division	122	639	0	198	31	465	535	1990
4.	Sillod Division	72	605	0	135	15	304	466	1597
5.									

Above figures are Tentative and furnished on the basis of past record available with this office.

Note: 90% quantity will be allotted to Regular repairers and 10% quantity will be allotted to New repairers.

Superintending Engineer,  
Chh.Sambhajinagar Rural Circle

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**

**CHH.SAMBHAJINAGAR RURAL CIRCLE.**

**Annexure `D`**

**TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .**

**List of Manpower required**

Sr.no	Designation	Manpower	Work	Education Qualification and experienced
1	Supervisor	1 Nos.	Supervision & Coordination with MSEDCL Engineer-in-charge.	Degree/ Diploma in Electrical Engineering with 3 years practical experience in Distribution Transformer repairing work.
2	Winder	2 Nos.	Carrying out HV and LV winding work	ITI Trade in Electrical / practical experience with 3 years in HV and LV winding work
3	Core assembler	2 Nos.	Carrying out core assembly work	ITI Trade in Electrical / practical experience with 3 years in core assembly work
4	Unskilled Labour	2 Nos.	Assistance to transformer repairing work	Having experience in transformer repairing work.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CHH.SAMBHAJINAGAR RURAL CIRCLE.****Annexure E****TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .****Repaired Transformer Final Inspection Report**

<b>Job No</b>		<b>Division</b>		
<b>Sub-Dn</b>		<b>Section</b>		
<b>Inspection Date</b>				
<b>Order No:</b>				
<b>Name of the repairing firm</b>				
<b>PART I</b>				
<b>Details of Distribution Transformer</b>				
(a)	Make			
(b)	Voltage Ratio			
(c)	Capacity in KVA			
(d)	Maker's Sr. No.			
(e)	Year of Manufacturing			
(f)	% Impedance			
(g)	Weight of core & winding	<b>Kg</b>		
(h)	Weight of Oil	<b>Kg</b>		
(i)	Oil	<b>Litre</b>		
(j)	Total weight of transformer	<b>Kg</b>		
(k)	Vector Group			
(l)	Customer Ref. No.			
(m)	Date of first installation			

(n)	Date of Failure			
(o)	No. of HV turns	No.		
(p)	No. of LV turns	No.		
(q)	Cross section area of HV conductor			
(r)	Cross section area of LV conductor			
(s)	Lightning arrestor			
(t)	Earthing strip for L.A.			
(u)	I bolt inspection			
(v)	LT breaker operation			
(w)	No. & type of H.V. coil	<b>No.</b>	<b>Type</b>	
		<b>R</b>	<b>Y</b>	<b>B</b>
(x)	HV Bushing			
(y)	HV Terminal rod			
(z)	HV Bushing cap material used Br. / Al			
(aa)	Missing Nuts and washers HV side			
(ab)	LV Bushing			
(ac)	LV Terminal rod			
(ad)	LV Bushing cap material used Br. / Al			
(ae)	Missing Nuts and washers LV side			
(af)	Breather			

(ag)	Breather mounting arrangement			
(ah)	Tank Nut Bolts			
(ai)	Conservator tank			
(aj)	Down-tank pipe from the conservator			
(ak)	Oil level indicator			
(al)	No. & Size of cocks provided			
(am)	Top cover gasket & other gaskets			
(an)	Paint condition / color			
(ao)	Explosion vent diaphragm			
(ap)	Al-clamp assembling member			
(aq)	Pipe fitting			
(ar)	On transformer tank Date of repair & guarantee period 24 months shall be painted			
(as)	Name Plate as per Annexure 'A'			
(at)	% impedance			
(au)	Losses	No Load Losses	Watts	
		Full Load Losses	Watts	
		50% total Losses	Watts	
		100% total Losses	Watts	
(av)	Remarks	Accept / Not Accept		

**Certificate:**

**It has been ensured by me that all damaged HV coils & LV coils are cut into pieces.**

**Authorized Name, Stamp & Signature of respective representative**

**Repairer Representative:** \_\_\_\_\_

**MSEDCL Representative Not below the rank of**

**AEE /EE Testing Dn:** \_\_\_\_\_

**Date:**\_\_\_\_\_ **Place:**\_\_\_\_\_

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**
**CHH.SAMBHAJINAGAR RURAL CIRCLE.**
**PROFORMA `A`**
**TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .**
**TIME SCHEDULE FOR REPAIRS OF FAILED DISTRIBUTION TRANSFORMER**

Sr. No.	Activity	To be completed within the period
1	Shifting of failed DT (with transportation) from Filter unit to workshop after receipt of notification from Filter unit.	By MSEDCL within 48 hrs. after receipt of failed DT at Filter unit.
2	Repair of the failed DT by the agency at his workshop.	Within 7 days after transportation of failed DT at workshop.
3	Final inspection of repaired transformer by MSEDCL's representative at repairers workshop after filling of oil (If oil is given to contractor) and after call given by the contractor.	Within 2 days of call given by Bidder/ contractor.
4	If oil is made available at the time of handing over of failed transformer to the repairer	Delivery period of repaired DTs by Bidder at Filter Unit (with MSEDCL transportation) shall be within <b>10</b> days after transportation of failed DT at workshop.
5	If oil is not made available at the time of handing over of failed DT, then delivery period per job from the date of issue of oil.	Delivery period of repaired DTs by Bidder at Filter Unit (with MSEDCL transportation) shall be within 2 days from the date of issue of oil.

Note:-Repairer should strictly observe the time schedule as per repair contract.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CHH.SAMBHAJINAGAR RURAL CIRCLE.****SCHEDULE `A`****TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .**

Schedule rate for repairing of failed single phase and three phase distribution transformers in all division under Chh.Sambhajinagar Rural circle.

Sr. No.	Distribution Transformer capacity	Rate of repairing of distribution transformer in Rs.	
<b>CRGO CORE</b>			
11/0.433 KV & 22/0.433 KV Three phase Distribution Transformers			
		Aluminium	Copper
1.	3 Phase,100 kVA	24,270	32,980
2.	3 Phase,63 kVA	20,530	26,380
3.	3 Phase,25 kVA	15,560	20,040
4.	3 Phase,16 kVA	15,560	-
5.	3 Phase,10 kVA	15,560	-
11/0.25 kV Single phase Distribution Transformers			
4.	1 Phase,25 kVA	12,570	-
5.	1 Phase,15 kVA	12,440	-
<b>AMORPHOUS CORE</b>			
11/0.433 kV and 22 /0.433 kV Three phase Distribution Transformers			
1.	3 Phase,100 kVA	26,760	-
2.	3 Phase,63 kVA	22,400	-

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CHH.SAMBHAJINAGAR RURAL CIRCLE.****Schedule 'B-1'****TENDER NO. : - SE / CSNRC /TS /T-32 / 2024 -2025 .****Price Proposal for distribution transformers to be repaired at workshop**

Sr. No.	Distribution Transformer capacity	Rate of repairing of distribution transformer in percentage	
		% Rate for Year 2025-26	
<b>CRGO CORE</b>			
11/0.433 kV and 22 /0.433 kV Three phase Distribution Transformers			
		Aluminium	Copper
1.	3 Phase,100 kVA		
2.	3 Phase,63 kVA		
3.	3 Phase,25 kVA		
4.	3 Phase,16 kVA		
5.	3 Phase,10 kVA		
11/0.25 kV Single phase Distribution Transformers			
4.	1 Phase,25 kVA		XX
5.	1 Phase,15 kVA		XX
<b>AMORPHOUS CORE</b>			
11/0.433 kV and 22 /0.433 kV Three phase Distribution Transformers			
1.	3 Phase,100 kVA		XX
2.	3 Phase,63 kVA		XX

**Note for schedule B-1:**

- While quoting the rates the Bidder should refer Schedule-A.
- I/ We am / are ready to work on lowest rates (L) of repairing of failed distribution transformer.

- c. If the Cost of any capacity of distribution transformer is not available in Schedule-A, the same shall be taken from the work executed in the adjoining Division/Circle.
- d. If any work not involves in Schedule-A, the same shall be taken while quoting the rates of repairing of failed distribution transformers. No extra charges will be paid against such work.
- e. Applicable rate of G.S.T. \_\_\_\_\_% (as per notification published).
- f. Offer at 'CRGO' and 'AMORPHOUS' will be dealt separately.
- g. Repairing Capacity per month (Quota for CRGO Quantity + AMORPHOUS Quantity) :- ----- (Nos.)
- h. Minimum works to be carried out by the repairer at every incidence of repair-
- (a) Replacement of all the bushing rods, both LT & HT side with new one.
- (b) Replacement of entire gasket with the new one.

Date:

Place:

Signature of Bidder with Name and Designation with seal



OFFICE OF THE SUPERINTENDING ENGINEER  
MSEDCL, CHH.SAMBHAJINAGAR RURAL CIRCLE  
NAREGAON ROAD, CHIKALTHANA MIDC, CHH.SAMBHAJINAGAR,  
DIST. CHH.SAMBHAJINAGAR, Pin Code -431007.

TENDER NO. SE /CSNRC /TS /T-32/ 2024-2025

**(PRICE BID)**

**Empanelment of Contractors for *Repairing of distribution transformers in Chh.Sambhajinagar Rural Circle of Chh.Sambhajinagar Zone.***

**E.M.D. Rs. 10,000/- (Rs-Ten thousand only)**

**UNDERTAKING**

I / we hereby undertake to abide by the following condition of the Tender:  
That the EMD deposited against the above mentioned tender shall be liable for forfeiture in full, if either:-

- 1) I / we withdraw my / our tender before the company finalized the decision of acceptance the tender.
- 2) In case my / our tender is accepted by the company and I / we fail to pay the P.B.G. / Security Deposit as per Tender conditions against this tender within stipulated period.

**Place:**            **Signature of Tenderer**

**Date:**

**LETTER TO THE SUPERINTENDING ENGINEER**

To,  
Superintending Engineer,  
Maharashtra State Electricity Distribution Co. Ltd.,  
Chh.Sambhajinagar Rural Circle, Dist. Chh.Sambhajinagar , Pin 431007

Dear Sir,

I/We agree for the rates tendered by me/us with the condition of the tender and for which I/We have carefully read and which I/We have thoroughly understood and to which I/We hereby agree.

I/We hereby agree to keep this offer open for 60 days after the returnable date of the Tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

**Yours faithfully,**

**DATE:**

**Name & Address of the Tenderer.**

**Seal and Signature of the Tenderer.**

# LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Transformer Repair BreakDown Service	PM.BREAK.T RREP	Activity unit	9954	6500		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	Transformer Repair	Price Bid
2	Technical Bid -2	Technical Section	Transformer Repair	All Annexures, Appendix & other Technical qualifying documents
3	Technical Bid -1	Technical Section	Transformer Repair	Experience Certificates , Work orders, P F Registration & other Technical qualifying documents
4	Technical Bid -3	Technical Section	Transformer Repair	Technical qualifying documents
5	Techno Commercial Bid -2	Commercial Section		Annual Turnover Certificate ,EMD receipt and other commercial qualifying documents
6	Techno Commercial Bid -1	Commercial Section		GST Certificate ,Pan Card , Financial Status Certificate , Income Tax Return documents ,