

EE/WRR/Transport/2024-25/T-01

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		07-06-2024 03:10:36
Tender Code	EE/WRR/Transport/2024-25/T-01	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Annual contract for loading, unloading & transportation of Dist Transformers & other allied materials from various store centers/division store/subdivision/ repair agencies to requisite site & Back to Warora Division, store, Warora.	
Estimated Cost (In Lakhs)	10	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	S G Ghadole , 7275761244 ,eewaroradiv@gmail.com	
Pre-Qualifying Req	As per Tender Document	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Technical	
Office Type	DIVISION	
Location Type	Warora Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of The Executive Engineer Warora Division, Warora Ratnamala Chowk, Nagpur Road Warora	
Bid Opening Address	Office of The Executive Engineer Warora Division, Warora Ratnamala Chowk, Nagpur Road Warora	
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	08-06-2024 00:00	
Tender Sale End Date	17-06-2024 15:00	
Bid Start Date	08-06-2024 01:00	
Bid End Date	17-06-2024 16:00	

Pre-Bid Meeting Date	11-06-2024 11:00
Techno-Commercial Bid opening on	18-06-2024 11:00
Price Bid opening on	19-06-2024 11:00
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N

FF-1118

Rev-III

**ANNEXURE 'Q'**  
**Illustrative example**

**Data:-**

- |   |                 |
|---|-----------------|
| (i) Original rate offered by the tenderer   | - say Rs. 120/- |
| (ii) Lowest acceptable rate in the tender<br>(which is known only on the date of decision of the Board) | - say Rs. 110/- |

Offers received are as under:

**Case (a) (Acceptable matching rate indicated by the tenderer equal to lowest acceptable rate):**

- |  |                 |
|--|-----------------|
| i) Acceptable rate indicated by the tenderer for matching rate order | - say Rs. 110/- |
| ii) Offer will be evaluated  | - @ Rs. 110/-   |
| iii) Order will be placed  | - @ Rs. 110/-   |

**Case (b) (Acceptable matching rate indicated by the tenderer less than lowest acceptable rate):**

- |  |                 |
|--|-----------------|
| i) Acceptable rate indicated by the tenderer for matching rate order | - say Rs. 105/- |
| ii) Offer will be evaluated  | - @ Rs. 110/-   |
| iii) Order will be placed  | - @ Rs. 105/-   |

**Case (c) (Acceptable matching rate indicated by the tenderer more than lowest acceptable rate):**

- |  |                 |
|--|-----------------|
| i) Acceptable rate indicated by the tenderer for matching rate order | - say Rs. 115/- |
| ii) Offer will be evaluated  | - @ Rs. 120/-   |
| iii) Order will be placed  | - @ Rs. 115/-   |

**Case (d) (Acceptable matching rate indicated by the tenderer more than original offered rate):**

- |  |   |
|--|---|
| i) Acceptable rate indicated by the tenderer for matching rate order | - say Rs. 125/-                                   |
|  | <b>(More than the original rate of Rs. 120/-)</b> |

This will be treated as revision of offer within validity and hence, will be rejected and earnest money deposit shall be forfeited.

SEAL & SIGNATURE OF THE TENDERER

**Maharashtra State Electricity Distribution Company Limited**  
 Plot No. 9 Prakashgad, First Floor, Station Road, Bandra (East), Mumbai - 400 051  
**INVITATION TO TENDER AND INSTRUCTION TO TENDERERS (SECTION I)**  
**TENDER FORM (NOT TRANSFERABLE)**  
**(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)**

To be submitted online not later than the date mentioned in the tender details. For participating in tender opening, the tenderer can login at the specified time and date of opening of the tender, if he desires so.

The tenderer is requested to quote his lowest rates F.O.R. destination for the supply of materials. The material is required at various places in the State of Maharashtra. The tender documents duly filled-in and digitally signed, are to be submitted online before due time & date of the submission of tender in prescribed form.

FOR CHIEF ENGINEER (M.M.CELL)

**INSTRUCTIONS TO THE TENDERERS**

**I. SCOPE OF WORK:**

The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before despatch, packing and supply of material / equipments as specified in Annexure-D/Technical Specifications, at various destination sites / stores Centers of the Purchaser in Maharashtra.

**II. PRICES:**

Prices are acceptable only on F.O.R. destination basis inclusive of Goods and Service Tax (GST for brevity) i.e. Integrated GST (IGST) for outside State / Central GST+ State GST (CGST+SGST) for within State, risk in transit, freight showing the break-up as desired in the Annexure 'B'. It shall be noted that quotations not conforming to F.O.R. Destination basis inclusive of IGST/(CGST+SGST) etc. and to the unit as specified in Annexure 'B', shall be rejected even though the tenderer's offer may be lowest. Therefore, the prices shall be quoted only in the form of Annexure 'B' of the tender documents. The tenderer shall quote Ex-Works Price and element of freight and insurance alongwith applicable rate of IGST/(CGST+SGST). The F.O.R. destination price i.e. upto site or the Store Centre of the purchaser as the case may be inclusive of IGST/(CGST+SGST), risk in transit and freight prepaid will be programmatically calculated. While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised.

The prices to be quoted by the tenderer should take into account the credit available on input under the 'Input Tax Credit' scheme available under GST Law including such credit allowed on the stock available as on the appointed day of GST as per Transitional Provisions.

The tenderer should give a declaration that any input tax credit in respect of duties on inputs as admissible under GST Law is being totally and unconditionally passed on the purchaser in the price quoted by him.

The tenderer should declare that in quoting the above price, tenderer has taken into account the entire credit on inputs available under the 'Input Tax Credit' scheme available under GST Law.

The tenderer should further agree to pass on such additional duties/taxes as input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of the supply under the 'Input Tax Credit' scheme available under GST Law by way of reduction of prices and advise the purchaser accordingly.

### III. TAXES :

- (i) The F.O.R. destination rate shall be quoted inclusive of IGST/(CGST+SGST). While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised. The same shall be indicated against respective clauses of Annexure 'B' without any ambiguity.
- (ii) It is imperative for the tenderer to indicate the amount of IGST/(CGST+SGST) included in their price while giving the break-up of F.O.R. destination price in Annexure 'B', failing which, the offer will be treated as ambiguous and will be rejected as per the provisions of clause IX of tender form. In case the IGST/(CGST+SGST) is not Payable partially / fully, the tenderer shall indicate the reasons thereof duly supported by documentary evidence.
- (iii) The Purchaser is registered under Goods and Service Tax Act and should comply with all the statutory compliance requirements of GST Law diligently.

### IV. BASIS OF PRICES:

The tenderer shall quote the prices on firm price basis or on variable price basis only, as has been specifically brought out in the Tender Details. For any deviation in this regard, the offer shall be summarily rejected.

### V. PRICE VARIATION:

In case of offer which is called on price variation basis, the price variation shall be admissible as per the price variation formula specified in Annexure 'G' of this tender. No deviation shall be acceptable in the price variation formula. For any deviation, the offer shall be summarily rejected.

### VI. DELIVERY:

- (i) Tenderer is requested to quote delivery F.O.R. DESTINATION only. Tenderer should quote clear delivery schedule in the format specified in Techno-Commercial Bid. Offers, with qualified delivery schedule which directly or indirectly affects the Conditions of Tender & Supply given in Annexure 'A' shall be rejected.
- (ii) It is mandatory on the part of the tenderer to quote the delivery on monthly basis. If the offered delivery is indicated on quarterly basis, then the delivery would be counted proportionately in three equal installments per month for liabilities of the contract including payment of price variation and levy of liquidated damages.
- (iii) Size mix for the purpose of delivery, when delivery is quoted in assorted items, shall be determined by the Purchaser while issuing the A/T or despatch instructions and will be binding on the tenderer. The Purchaser will also have the liberty of modifying the size mix for the purpose of delivery rates, even after the A/T is issued.
- (iv) Offer shall be rejected if the commencement period and rate of delivery per month is not indicated.

**VII. OFFERING THE MATERIAL:**

The person/entity should not have controlling stake in more than one entity applied for the tender/bid. **Necessary certificate duly certified by chartered engineer/accountant to this effect shall be submitted along with the tender documents.**

Factory address, from which the bidder intends to supply the material against the tender, shall be as indicated in the latest approved on line vendor registration form on e-tendering through which the vendor is submitting the offer.

The tenderer shall offer the rates, taxes as applicable for the factory location indicated in his latest approved on line vendor registration form on e-Tendering through which he is submitting his offer.

Tenderers shall quote the delivery only in the unit of the item specified in Annexure 'B' i.e. if the quantity is in sets or in tones or in numbers or in kilometers or in coils, the rate of delivery shall only be in the same unit. Similarly, if the tenderer quotes combined delivery in assorted sizes for all the items, he would be required to supply all the items ordered on him in fair proportion or particular item / items as may be required by the Purchaser at his option.

Further, if bidder s found to be conflict of interest shall be disqualified A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:

- (a) Have controlling shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of a bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the Employer regarding the bidding process.

**VIII. QUOTATION:**

- (i) Tenderers shall quote his rate per unit specified in Annexure 'B' / Price Bid in figures.
- (ii) Tenderer's printed terms and conditions will not be considered as forming part of the tender.
- (iii) For each of the items quoted, tenderer shall offer minimum 20% (Twenty percent) of the advertised qty. (advertised qty. means the qty. required as indicated in Annexure 'B' / Price Bid) and the tenderer shall be able to deliver the said minimum offered qty. within the delivery requirement of the Purchaser as indicated in the tender documents, failing which, the offer shall not be acceptable. However the offered quantity for Distribution transformers and conductors shall be minimum 10%.

**IX. AMBIGUITY IN QUOTATION:**

The tenderer is requested to please make a note that in case of ambiguous terms in respect of F.O.R. condition, GST, basis of price (i.e. firm / variable) or if the blanks are not filled in/answered, the offer/tender shall be rejected.

**X. FILLING IN OF ANNEXURE :**

The tenderer is requested to ensure that the comments against each and every item / clause of Annexure shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item/clause is not applicable, the “Not Applicable (N.A.)” checkbox shall be selected.

**XI. ADDITIONS/ALTERATIONS PROHIBITED:**

The tenderer shall not make any additions, alterations or changes in the Tender Form and the Conditions of Tender & Supply (Annexure ‘A’) including the description of material mentioned in Annexure ‘B’. They should quote rate for the material described or click the checkbox ‘Not quoted’ against each of the item in Annexure ‘B’ / Price Bid.

**XII. DISCLOSING THE NAME OF THE MANUFACTURER:**

Whenever a material is described by name of the particular brand or being offered on resale basis, the tenderer shall specifically disclose the name of the original supplier or the manufacturer in vendor registration form. The tenderer shall not be allowed to supply the material offered from any other manufacturer than specified by him unless the permission in Writing is obtained from the Purchaser.

**XIII. I.S.I. LICENCE: (Applicable for requirement of ISI marked material only).**

A scanned copy of valid ISI License (full Copy) duly sealed & signed must be uploaded in the registration form, failing which, the offer shall be rejected. In case the validity of the ISI license is expiring before date of submission of tender, necessary documentary proof of having applied for renewal of validity of the ISI license must be uploaded in vendor registration form.

**XIV. MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:**

The offer shall be submitted online duly filled in; attaching all the required documents, completed in all respects and should be digitally signed.

**XV. SUBMISSION OF DRAWING & BILL OF MATERIAL:**

The tenderer shall submit the drawings and bill of material conforming to the tender specification wherever applicable. In such cases, the offer without the drawings and bill of material shall not be evaluated and considered. The drawings and bill of material submitted along with the tender shall not be considered for evaluation of the offer but the drawings and bill of material of the successful tenderer shall be scrutinized when the Purchaser decides to accept such tender. It may, however, be noted that Purchaser’s action of evaluation of the tender bid would not mean approval of the drawings and bill of material submitted along with the tender bid.

The tenderer shall depute his representative for discussion on the drawings, either immediately on hearing from the Purchaser or after receipt of Letter of Award. The formalities like submission of drawings, bill of material etc. and getting the same approved by the Purchaser shall be completed by the successful tenderer within TEN WORKING DAYS from the date of Letter of Award of the contract. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the tenderer. Finalised drawings and bill of material will be attached to the A/T. The supplies against the contract shall conform to the approved detailed drawings/bill of material and the detailed technical specifications.

**XVI. SUBMISSION OF SAMPLES:**

Wherever mentioned, the sample of each item offered shall be submitted free of cost to the Executive Engineer (Respective Purchase Group) of this office before the due time and date of submission of the tender. The samples submitted shall be strictly conforming to the specification and drawings of the material offered. If the sample is found to be not as per the specifications and drawings, the offer will not be considered and no correspondence from the tenderer for accepting actual supplies conforming to Purchaser's requirement will be entertained. The sample of successful tenderer shall be retained with the Purchaser. Unsuccessful tenderer, on notification, shall collect the sample within 30 days from the date of notification at own Cost of the tenderer, failing which the sample shall be treated as Purchaser's property without any payment and any further notice.

The tenderer who sends the offer/sample by post should ensure superscribing the details of despatches of samples on the envelope containing their offer..

Whenever requirement of sample is specified, no tender/offer will be opened unless-the condition of the sample submission is complied with. In case the sample is not submitted as required, it will be considered that no offer is made by the tenderer for supply of material.

**XVII. NAME OF AGENT/REPRESENTATIVE:**

The digital certificate shall be in the name of person authorized by the firm during vendor registration process. In case, the digital certificate is compromised or the person holding the digital certificate is no longer authorized to digitally sign the tender, it is the responsibility of the tenderer to revoke this certificate and obtain the fresh certificate. While submitting the bids online only valid digital certificate shall be used. The registered vendors are requested to check the validity of digital signature and prior to the expiry date & they are requested to get their Digital signature key validated before expiry of the same. MSEDCL shall not be responsible for Non-submission of any of the Bids (Techno Commercial Bid, Deviation Bid, Price Bid, Annexure-C-1) by vendors due to expired/Invalid Digital signature. All vendors are requested to opt for class-III digital certificate from any of the certifying authority licensed from controller of certifying authorities (CCA) mentioned in certificate link(for registered vendor) & get digital certificate link (for new vendor) . You may please visit their center nearest to you or website or call on any of their phone numbers for new class-III digital signing certificate.

The registered vendors are requested to update their vendor registration details & documents from time to time and get the approval of the MSEDCL authority accordingly after verification of original documents.

The tenderer is responsible for all the contractual liabilities and responsibilities thereof. In case the tenderer authorizes the agent or the representative to deal on behalf of the tenderer, the name and address of such person should be informed to the purchaser. The tenderer shall submit the power of Attorney in favour of agents / representative duly executed before the Notary. In the absence of the Power of Attorney, the purchaser shall not deal with the agent / representative.

**XVIII. PAST EXPERIENCE:**

To judge the capacity and capability of the tenderer or his manufacturer, the tenderer shall furnish the list of orders executed by him or his manufacturers/ principals for the last three years indicating the order reference, name of the purchaser, quantity ordered, value, delivery executed and deviation/slippage in delivery and also the details alongwith certificate if any in vendor



registration form and get the same approved from the purchaser before submission of tender. The details of pending orders and quantities outstanding against the orders of this Purchaser and others should be submitted separately in electronic document form.

#### XIX (A) OFFER OF MICRO & SMALL ENTERPRISES AND OTHER UNITS:

The tenderer registered with Directorate of Industries of Government of Maharashtra for manufacturing the items tendered / offered and those who have attached valid certificate at the time of vendor registration shall be considered for concessions applicable and procurement of reserved items as per GoM G.R. dtd. 30-10-2015 amended upto date . These benefits shall be available only to those items approved during the registration process and subsequent updates in registration upto the submission of this tender.

Based on concession of Central Government's Micro & Small Enterprises office order dtd. 23-03-2012, 241 items are being kept reserved. As per above reservation of items 100 % reserved items to be purchased from Micro & Small Enterprises out of which 20 % reserved items to be purchased from S.C./S.T. enterprises. Reservation is applicable for a limited period unless & until re-examined. If Micro & Small Enterprises participated in the tender and the tendered item is not reserved then 20 % order with L-1 rate to be given to Micro & Small Enterprises and out of this 20 % , 4 % to be given to S.C./S.T. enterprises.

If there are any specific Government Directives such as reservation of items for units in Maharashtra, non-eligibility of preference to SSI units etc. for particular items, price and purchase preference etc. the same would be applicable irrespective of the fact that it has not been specifically incorporated in the tender notice and/or tender documents.

#### XIX (B) PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER:

**The lowest acceptable rate will be the unit rate worked out without considering IGST/(CGST+SGST) as applicable and the same rate will be considered as applicable to the respective tenderer who has agreed to accept order at lowest acceptable rate.**

- 1) If the lowest acceptable rate received against the tender is from a tenderer outside Maharashtra, then they shall be considered for order upto 50% of Purchaser's requirement and if industrial units located in Maharashtra are agreeable to accept order at such lowest acceptable rate, such industrial unit in Maharashtra shall be considered for order upto 50% of Purchaser's requirement by matching their rates with lowest acceptable unit rates exclusive of IGST/(CGST+SGST).

However, if industrial units located in Maharashtra are not agree to accept order at such lowest acceptable rate, then full supply order shall be placed on tenderers outside Maharashtra. The Purchaser reserves the right to distribute the quantity among Tenderers after matching their rates with the rate of lowest acceptable tenderer.

Further, it is to note if the bidder registered outside Maharashtra submitted offer and given address of Maharashtra will be considered as bidder from Maharashtra only if offered the rate with (CGST+SGST).

- 2) The tenderers who are not eligible under the above clauses can also give their confirmation to accept order at the lowest acceptable rate received against the tender. They could be considered for this entitlement only after allocating quantities of Maharashtra State Industrial units as per the provisions stated at (1) above, in the order of merit as per price

ranking for the balance quantity remained to be procured. The Maharashtra State Industrial units who are not eligible for the purchase preference as above could also be considered for this preference under this clause in the order of merit of their prices. Other tenderers shall be considered for the order by matching their rates with the rate of lowest acceptable tenderer after allocating reasonable quantities first to the industrial units of Maharashtra eligible under Clause 5(a) and 5(b) of Annexure 'C-1'.

The lowest acceptable rate is known only on the date of decision by the Competent Authority, hence the lowest acceptable rates of the tender cannot be declared in advance, however lowest acceptable rate of the tender would be equal to or more than the lowest rate received in the tender.

The confirmation for acceptance of the order at the lowest acceptable rate indicated as above shall be given in the format as per Annexure 'C-1' of the tender documents. The same should be submitted online on or before the due time and date of submission of Annexure 'C-1'. The confirmation shall be opened online on due time and date of opening of Annexure 'C-1'. Schedule for submission and opening of Annexure 'C-1' shall be communicated separately by e-mail and on the website. Though confirmation in Annexure 'C-1' as above is called from all the qualified tenderers, the tenderers, who quoted rates within the range of 5 % in comparison with the lowest acceptable rates, shall only be considered and their Annexure 'C-1' will be opened on the date and time intimated subsequently in the presence of tenderers who chose to be present. Provided, however, that the Annexure 'C-1' of the tenderers, who have quoted above the range of 5 % in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid tenderers within the range of 5 % are unable to fulfill the quantity requirement. In that case also, the date of opening of Annexure 'C-1' will be intimated to the tenderers

In the above confirmation, if the tenderer indicates any rate, then the confirmation given by the tenderer will not be considered as valid.

Above confirmation for the quantity less than as indicated in Clause VIII (iii) of Instructions to the Tenderer shall not be acceptable.

The prices indicated in the original offer shall not be considered as valid once offer for acceptance of order by matching rates is given. In the event of withdrawal of offer by matching rates within the validity period, the entire offer against the tender shall become invalid and shall be summarily rejected and the earnest money paid by the tenderer shall be forfeited.

The lowest acceptable tenderer would be considered for awarding order upto 75% of requirement or any reasonable quantity subject to his capacity and capability with following restrictions:

**Trial Order:** - New firms, who have not supplied tendered item to any Government / Semi Government Utility or SEB, may be considered for trial orders limited up to 20 % of total requirement.

**Restricted Order:**-Firms which are new to Purchaser but have supplied tendered item to any Government / Semi Government Utility / SEB or the firms which have executed MSEDCL's one order, may be considered for restricted order up to 25% of the requirement.

**Regular Order:-**Firms who have satisfactorily executed MSEDCL's two orders for tendered items, may be considered for regular order.

If any balance quantity remained after allocation as mentioned above will be allocated amongst the bidders whose quoted price(s) are within 5% and have matched with Lowest Acceptable Tenderer, subject to their capacities.

Further quantity allocation in following events to be done as under:-

If matching rate offer is not available, 100% quantity will be allotted to L-1 bidder provided he is regular supplier and have capacity to supply total quantity. If L-1 bidder is new or semi regular then after allocation of quantity as per quantity allocation criteria, balance quantity will be allotted to offers available with matching rate who have quoted above the range of 5% in comparison with the lowest acceptable rates.

In case L-1 offer is either from new/semi regular supplier and only 1 matching rate offer from regular supplier is available then quantities will be allocated as per quantity allocation to new/semi regular supplier. The remaining quantities will be allotted to regular supplier.

In case L-1 offer is either from new/semi regular supplier and only 1 matching rate offer from new/semi regular supplier is available then quantities will be allocated as per quantity allocation to new/ semi regular supplier. The balance quantity will be allotted to offers available with matching rate who have quoted above the range of 5% in comparison with the lowest acceptable rates.

It is summarized as Wherever, only one offer of Regular supplier is available at L-1 or at matched price, after allotting quantity to new/ semi regular supplier if any, all remaining quantities shall be allotted to Regular Supplier.

#### XX. EARNEST MONEY DEPOSIT (EMD):

The tenderer should pay the Earnest Money @1% (One Percent) of the Estimated Value of Tender.

The earnest money shall be paid online or by demand draft drawn on the scheduled bank in Mumbai in favor of MSEDCL, Mumbai. Reference to the tender no. should be given in case the EMD is paid by demand draft before the due date of the tender and the relevant deposit amount should be mentioned in the tender. Interest shall not be allowed on EMD. Earnest money deposit shall be forfeited (i) in case the tenderer withdraws the tender/offer during the validity period (ii) in case the tenderer fails to pay the security deposit if the contract is awarded.

However, tenderers from the following categories are exempted from payment of earnest money deposit.

- 1) 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.
- 2) 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.

- 3) The tenderer registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate at the time of vendor registration.

The benefits mentioned in (1) to (3) above shall be available only to those items approved during the registration process and subsequent updates in registration upto 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.

#### XXI. SIGNING OF THE TENDER DOCUMENTS:

Offer shall be submitted alongwith the tender documents and duly filled in with all Sections / Annexures / Appendixes / Schedules etc. The offer shall be signed with valid digital signature.

XXII. SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS: The offer is to be submitted as follows:

##### 1)Online Submission:

[a] Techno - Commercial Bid (Part I)

This part shall contain all technical and commercial aspects of the bid and documents supporting the same except the Price Bid.

**The tenderer is requested to please make a note that in case of, the Price Bid(Part-II) is submitted instead of Techno-Commercial Bid in Part I or submitted Price Bid (Part-II) along with Techno-Commercial Bid in Part I , the offer shall be rejected.**

[b] Price Bid (Part II)

This part shall contain only the Price Bid strictly in the prescribed format i.e. Annexure 'B'.

##### 2) Offline Submission:

[c] Physical submission of documents (Part III) –

Envelope for this part shall contain documents like Type Test Reports, Drawings, Bill of Material, Catalogues etc. wherever applicable as per technical specification and they shall be scanned and these scanned documents to be taken into PDF format on CD media (2 sets) and are to be submitted to EE (SM) in sealed envelope on or before due date & time of submission.

#### METHOD OF SUBMISSION OF PART III AND THEIR OPENING:

[d] This envelope shall be individually sealed and shall be superscribed with the name and address of tenderers and the following information before posting or delivering the same:

- (i) Tender No.
- (ii) Due date and time of submission.
- (iii) Due date and time of opening.

Envelope as above shall be submitted on or before the prescribed due date and time of submission and shall be opened on due date and time of opening prescribed.

In case of tenderers whose techno-commercial bid is acceptable, their Price Bids will be opened at a later date. This date shall be intimated to such tenderers separately.

**XXIII. TIMELY SUBMISSION OF OFFER:**

- (a) The tender is to be submitted online on or before due date and time of submission to the Purchaser at website.
- (b) It is advisable to submit the digitally signed offer sufficiently in advance of due date and time so as to avoid last minute trafficking at server.
- (c) Offer received after the due date and time of submission shall not be accepted.
- (d) In case, the due date of opening of tender happens to be holiday, the offer shall be opened on the next working day at the same time.

**XXIV.** The Purchaser reserves the right to reject any offer without assigning any reason whatsoever.

**XXV. DISREGARD OF TENDER CONDITIONS:**

Tender containing any deviations / additions / alterations /changes in the conditions of the tender and supply as stated in Annexure 'A', 'B', 'C-I', 'D', 'E', 'G' shall not be acceptable.

The tenderer having digitally signed all the tender documents indicates any deviations/ additions/alterations/changes in the covering letter, unrelated annexures and schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

**XXVI. PROHIBITION FOR POST TENDER CORRESPONDENCE:**

The Tenderer should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Purchaser.

**XXVII. RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY:**

The Purchaser reserves the right to order out / procure any quantity in excess to the extent of 50% or any less quantity, of the quantities offered by the tenderer. The quantity specified may be for despatch to one destination or several places.

**XXVIII. ACCEPTANCE OF TENDER:**

The Purchaser does not bind itself to accept the lowest or any tender, neither will any reasons be assigned for the rejection of any tender or part of tender. It is also not binding on the Purchaser to disclose any analysis report on tender/samples. The tenderer on his part binds himself to supply any item or items selected from his offer in part or whole at the option of the Purchaser.

**XXIX. NOTIFICATION OF AWARD:**

Notification of Award of contract will be made by a letter of Award, to be sent by registered post or given by hand, to the successful tenderer by the Purchaser. It could also be made, by e-mail or by Fax to be confirmed in writing by registered post to the successful tenderer by the Purchaser.

**XXX. EARNEST MONEY OF UNSUCCESSFUL TENDERER:**

Earnest money deposited shall be returned to the unsuccessful tenderer as soon as possible after the tender has been decided and on submission of receipt of E.M.D. payment to the G.M. (F&A-SB), MSEDCL, Prakashgad, Station Road, Bandra (East), Mumbai -400051.

**XXXI. VALIDITY OF OFFERS:**

The tenderer shall keep the offer valid for acceptance upto and including last date of calender month, covering the date of completion of 120 days (one hundred and Twenty days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The tenderer shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

XXXII. The Policy & Procedure for Debarring of Agency from Business Dealings with MSEDCL is as per Section-IV in order to ensure participation of reliable and honest bidders / contractors / vendors, etc. and forms the parts of tender document.

The bidder shall submit the declaration along with the bid as below:

- a) The business dealings with the agency have not been debarred by any Ministry of GoI / GoM / State owned electricity distribution utility and still in force.
- b) The Directors, Proprietors, Partners, Employee(s) or owner of the agency have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

**XXXIII. CORRUPT OR FRAUDULENT PRACTICES:**

The Maharashtra State Electricity Distribution Company Ltd. and the State require that bidders/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL:

- (a) defines for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means behavior 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 the Employer, 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 the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MSEDCL contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL contract.

**XXXIV. INFLUENCE:**

Any efforts by the bidders to influence the owner during evaluation process before order placement will be rejected. Similarly deviation in the term of payments, penalty, security deposit, delivery period will be treated as non-responsive quotation / offer and will not be considered for evaluation /order placement.

Bidder shall submit the undertaking certifying that they have not approached any one for undue influence.

#### XXXV. TENDER FEES EXEMPTION:

Tenderers from the following categories are exempted from payment of Tender fees:

- 1) 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.
- 2) 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.
- 3) The tenderer registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate at the time of vendor registration.

The benefits mentioned in (1) to (3) above shall be available only to those items approved during the registration process and subsequent updates in registration upto the date of submission of this tender.

The tender fee paid against the particular tender shall not be refunded /transferred /adjusted at all.

#### XXXVI. PRE-BID MEETING :

- 1) The bidder or its official representative is invited to attend pre-bid meeting(s) which will take place at the place, date and time designated in the Bidding Data.
- 2) The purpose of the pre-bid meeting(s) will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the Conditions of Contract (including payment terms and conditions), the technical features of the project, and to clarify issues and to answer questions on any matter that may be raised by the bidders.
- 3) The bidder is advised to visit the Site and study the bid document thoroughly, and is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the pre-bid meeting.
- 4) Minutes of the meetings, including the text of the questions raised and the responses given, will be transmitted without delay to all the prospective bidders through the website [cpa1.mahadiscom.in](http://cpa1.mahadiscom.in) / [www.mahadiscom.com](http://www.mahadiscom.com). Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.
- 5) Non attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Nevertheless, senior representatives of the bidders are strongly encouraged to participate in the pre-bid meeting to help ensure that they fully understand the key concerns of the Employer and the Employer's requirements.

**XXXVII. CLARIFICATION ON DEVIATIONS:**

The purchaser, if necessary, shall obtain clarifications on deviations by requesting for such information from any or all the tenderers in writing, as may be necessary.

The same should be submitted online on or before the due time and date of submission of Deviation Bid. The clarification shall be opened online on due time and date of opening of Deviation Bid.

The Schedule for submission and opening of Deviation Bid shall be communicated by auto generated e-mail of the e-tender website [cpa1.mahadiscom.in](http://cpa1.mahadiscom.in).

**XXXVIII. E-REVERSE AUCTION: (Where ever Applicable)**

E-Reverse Auction shall be conducted for finalization of contract, order shall be placed on overall lowest tender basis. For the reverse auction, technically and commercially acceptable tenderers and whose price bids have been opened only shall be eligible to participate.

**CERTIFICATE:**

I/We agree to supply the materials at the rates herein tendered by me/us subject to the conditions of tender and supply in Annexure 'A' of this tender which I/We have carefully read and which I/we have thoroughly understood and to which I/we agree. I/we hereby agree to keep this offer open upto the date mentioned in tender details and shall be bound by communication of acceptance despatched within the validity period.



## ANNEXURE 'A'

## CONDITIONS OF TENDER AND SUPPLY (SECTION II)

## 1) EFFECT OF CONTRACT:

The contract shall be considered as having come in to force from the date of Notification of Award. The tenderer whose offer is accepted is hereinafter called "the supplier".

## 2) SECURITY DEPOSIT:

(a) The supplier shall pay within 15 days, security deposit @ 3 % of the value of the order. Supplier will have to pay additional security deposit for the extension of order if issued. If the contract is awarded to authorized dealer, the manufacturer has to submit security deposit otherwise it shall be furnished by that authorized dealer.

(b) Security deposit applicable will be 2% (Two percent) of the order value for the following categories of suppliers :

- i) Units in Maharashtra registered with DGS & D, New Delhi and Controller, Printing and Stationary Kolkata,
- ii) 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.

(c) Units registered with Directorate of Industries, District Industries Center and Central Stores Purchase Organization, Mumbai and Micro and Small Enterprises registered with N.S.I.C. and Micro, Small and Medium Enterprises Development Institute (MSMEDI) shall be exempted from payment of security deposit for value of order upto Rs. 25,000/- and If the value of order is above Rs. 25,000 /- then security deposit @ 3% or Rs. 10,000/- whichever is lower will be payable against the contract excluding first amount of Rs. 25,000/-.

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

The failure to make payment of security deposit within 15 days as above will be viewed seriously and the contract awarded shall be liable to be terminated at the risk and cost of the supplier and the supplier shall be solely responsible for the consequences arising out of such termination.

The security deposit shall be paid in favour of Purchaser by way of:

- i) Cash or
- ii) Cheque or demand draft on any Nationalized / scheduled bank in Mumbai or
- iii) When the amount exceeds Rs. 5,000/-, Security deposit shall be paid by bank guarantee in the standard form of purchaser from any Nationalized/ scheduled bank valid for 90 (ninety) days from the date of expiry of the guarantee period of last consignment of materials as specified in guarantee clause given in conditions of Tender and supply .

This security deposit in cash/DD or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on :

- i. his failure to execute this order or
- ii. any other contract and
- iii. in the event of non fulfillment of the terms and conditions of the contract.
- iv. Non completion of guarantee period of the supplied equipments /material.

The security deposit shall be refunded within 90(Ninety) days from the date of expiry of the guarantee period of last consignment of equipments /material supplied, specified in condition of guarantee stated herein below Sr. No.25 OR within 30 (thirty) days on furnishing of contract performance deposit in the form of cash or DD from any Nationalized /Scheduled bank or from acceptance of bank guarantee furnished by the supplier which is valid for completion of last consignment guarantee period. The PURCHASER shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of said period.

3) **QUALITY OF SUPPLIES:**

All materials supplied shall be strictly as per specification laid down and in accordance with the approved standard samples. In case of any materials for which there are no standard / approved samples, the supplies shall be of the best workmanship and good quality and this office shall be informed of the progress of manufacture of the material.

4) **MATERIAL AND COMPONENTS:**

The material and components not specifically stated in this specification but which are necessary for satisfactory operation of the equipment / items specified, shall be deemed to be included unless specifically excluded and shall be supplied without any extra cost.

5) **SAMPLE BEFORE COMMENCING BULK SUPPLIES (Wherever necessary):**

(A) Before taking up the manufacture of the bulk supply, the supplier shall get one number sample of each item approved and sealed from the Purchaser's Executive Engineer (IW) or its authorized representative, within 15 days from the receipt of the order. No bulk supply should be made unless the sample is approved by the inspecting officer. The supplier shall give advance intimation of 15 days from the date of receipt of order to the Executive Engineer (Inspection Wing), Maharashtra State Electricity Distribution Co. Ltd., Material Management Cell, 1st Floor, 'Prakashgad', Station Road, Bandra (EAST), Mumbai -400 051, for sample approval. The sample so approved, shall be a master sample retained for reference purposes, at supplier's works till the last consignment is despatched.

The time allowed for commencing delivery includes the time required for getting the sample approved as above. If, however, 15 days from date of receipt of the intimation for sample approval, the period for commencing / completing the supplies will be considered to have been extended by the excess time taken for intimating the approval. If the approval of the sample is not received from the inspecting officer within 15 days, the supplier shall remind this office for the same in writing.

(B) Consignee's Sample: At the time of inspection, the supplier shall get approved and sealed by the Purchaser's inspecting officer, as many samples as the number of consignees as stated above and each of the approved sample must be forwarded with the first lot being despatched to the respective consignee together with the copy of the relevant inspection report and the related test certificates.

6) **ACCEPTANCE OF SUPPLIES/INSPECTION:**

(a) The supplier shall normally offer at a time, the entire quantity required to be delivered every month as per the delivery schedule indicated at Annexure 'B' of A/T for the purpose of inspection by the Purchaser. However, in exceptional circumstances, the supplier may be allowed to offer quantity at a time not less than 50% of the quantity required to be delivered every month.

(b) Materials shall be inspected by the Purchaser's Executive Engineer/or the representative authorized by the Purchaser before despatch. An intimation in the prescribed proforma about the date on which materials shall be ready for inspection, indicating approximate quantity, shall have to be given to the Executive Engineer (Inspection Wing), Maharashtra State Electricity Distribution Co. Ltd., 'Prakashgad'. 1st floor, Station Road, Bandra (East), Mumbai - 400 051, so as to reach him sufficiently in advance, failing which, the supplier shall be responsible for

delay in delivery on account of inspection. On receipt of such intimation, the materials shall be inspected within 20 days. The materials shall be despatched only after inspection and approval of same by the Inspector. The inspection approval letter shall be valid for a period of **30** days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof **so that material should be reached at the respective consignee within 30 days from the date of inspection approval letter.** After this period of **30** days, the validity of this inspection approval letter will lapse. If the supplier fails to dispatch or the material is not reached within 30 days to respective consignees, the approval of purchaser is to be sought by the supplier for revalidation of inspection approval letter.

Further the price variation shall be payable limited to the period of original call letter or the actual date of despatch whichever is lower and the liquidated damages for late delivery shall be levied on such delays.

**The positive price variation and statutory variations for supplies beyond contractual delivery period will not be allowed.**

**In case of delay in delivery beyond contractual delivery period, the prices of items supplied will remain firm, where delay is not attributable to MSEDCL, however MSEDCL will recover the negative price variation amount applicable as on contractual due date or actual date of supply whichever is beneficial to MSEDCL.**

- (c) The supplier shall notify the names of the consignees to whom the inspected lot would be despatched. The Inspector shall intimate change in destination, if any, at the time of inspection approval and accordingly the material shall be despatched. The supplier shall get the copies of inspection approval letter together with witness certificate duly signed by the concerned Inspecting Officer IN BLUE INK only and also mention reference or inspection approval letter on the challan / invoice, failing which any delay occurred in getting the S.R. Notes from the consignees would be solely to supplier's account.
- (d) Factory address, from which the bidder has to supply the material, shall be as indicated in the latest approved on line vendor registration form on e-tendering through which the bidder has submitted the offer.
- (e) In the event, during the inspection by the Purchaser's Inspecting Officer, if it is observed that the quantity actually offered for inspection is less than the quantity indicated for inspection in the inspection call, the Purchaser shall be entitled to recover from the supplier, the actual expenses incurred for arranging the inspection, and the supplier shall not dispute the amount to be recovered.
- (f) The supplier shall submit the test certificates/reports from any approved laboratory or the laboratory of his own for the respective quantity of material, before despatch. The material shall not be despatched unless and until the test certificates are approved by the Purchaser.
- (g) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment/materials.

#### 7) RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:

The Purchaser at its option, will inspect the material ordered during its process of manufacturing including the inspection of raw materials and will request the supplier to carry out such tests as may be necessary to ensure proper quality of the material. The samples of components of the material shall be subject to quality check by the inspecting officer during manufacturing.

#### 8) RIGHT TO REVISE DESPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES:

- i) The Purchaser reserves its right to revise the despatch instructions issued alongwith the order, at the time of giving final clearance for despatch after inspection of the material. If such change in destination is not intimated at the time of inspection approval or waiver of inspection, the supplier

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shall despatch the material as per the despatch instruction in accordance with A/T indicated by him in the inspection call letter.

ii) The Purchaser reserves its right to change the delivery schedule of the contract either by reducing the monthly lot upto 60% of the agreed lot or by increasing the same upto 120% of the agreed lot with prior two months notice and the Purchaser shall not be liable to pay any compensation/damages on account of such change in delivery schedule.

iii) The Purchaser reserves its right to defer the balance supply to be received against the order by giving two months notice for a maximum period of 6 months. In such an event, the delivery period for the deferred material shall be deemed to be extended proportionate to the period of deferment and the Purchaser shall not be liable to pay any compensation/ damages on account of such deferment of deliveries.

#### 9) WAGON LOADS/TRUCK LOADS:

Quantity to be despatched to consignee may not necessarily be in full wagon load/truck load and may be part load as per the Purchaser's requirements.

#### 10) ROAD TRANSPORT:

In case the supplier prefers to despatch the materials by road transport at his risk and cost and without any extra cost to the Purchaser, the materials shall be accepted only during office hours on working days. The supplier should ensure that the goods reach the stores sufficiently in advance so as to arrange their unloading during office hours, failing which, the Purchaser shall not be liable for unloading and for inconvenience caused to the transport contractor in the form of detention etc. Unloading at stores shall be arranged by the consignee.

#### 11) PAYMENT OF FREIGHT CHARGES:

Railway Receipt should be prepaid. In case the freight is not prepaid, the freight charges paid plus applicable taxes, if any shall be recovered from the supplier with additional 'TWENTY PERCENT' amount of freight.

#### 12) CLEAR RAILWAY RECEIPT:

Packing used shall be conforming to specifications/conditions laid down by the railways and clear railway receipt shall be obtained by the supplier without any ambiguity, so as to facilitate proper clearance of goods at destination.

#### 13) DESPATCH INTIMATION:

The supplier shall inform telegraphically to the consignee details of despatch giving RR/ LR No., Wagon/Truck No., Type of wagon, craneable consignment or otherwise, total value of consignment, etc. to facilitate the consignee to arrange for clearance of goods.

#### 14) BILL OF MATERIALS:

The supplier shall furnish bill of materials for each type of equipment/material offered which should be consistent with the drawing, sample, specification and guaranteed technical particulars. The copies of the bill of materials should always be enclosed alongwith the bill submitted by the supplier for payment wherein he should specifically mention the materials / components despatched out of the bill of materials, if the equipment is not sent in totality. Where the equipment/material to be supplied consist of more than one component, the supplier claiming payment for equipment/materials shall certify that all components of the equipment/ material have been supplied in full for the quantity indicated in the invoice. Part payment shall not be allowed.

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## 15) PACKING LIST:

Each package shall contain, in waterproof cover, the detailed list indicating the order reference, date, list of content and reference to the approved bill of materials. Each item contained in the package shall be described sufficiently to enable identification of the quantity, weight etc. There should not be any alteration in the packing list incorporated in the order, copy of the packing list should be sent to all the consignees, Chief Engineer (M.M.Cell) as well as G.M. (F&A-SB) and should be enclosed with the bills along with other documents.

## 16) VERIFICATION OF MATERIAL SUPPLIED:

The Purchaser shall have the option to carryout various tests including type tests as per specification on the samples selected at random from the supplies effected, to ensure that the supplies conform in quality and workmanship to the relevant specification. The testing shall be done at independent laboratory at Purchaser's cost. Due notice shall be given to supplier for such sample selection and such testing thereof to enable him to be present for the same if so desired by him. If the supplier or his authorized representative fails to attend the sample selection and testing, the same shall be carried out unilaterally by the Purchaser and the result thereof shall be binding upon the supplier. In case the sample selected from the supplies fails to withstand the required tests, then

- I. for the first time failure of sample,
  - (a) supplier shall have to replace the full quantity of the respective inspected lot supplied to various Stores and lying unused at Stores.
  - (b) for the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied plus applicable taxes, if any shall be made AND
- II. in respect of further supplies made against the order, if failure of sample is noticed (i.e. second time failure against the order),
  - (a) the quantity lying unused at various Stores shall be rejected.
  - (b) for the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied plus applicable taxes, if any shall be made,
  - (c) balance quantity against the order including the rejected quantity shall be cancelled without any liability on either side,
  - (d) the firm will be debarred from dealing with the Purchaser irrespective of grounds for debarring in MSEDCL debar policy as per Section-IV.

## 17) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything herein contained, the supplier undertakes to be responsible for the safe arrival of the materials in good condition and without any loss or damage at the final destination and until the same be actually delivered to and received by the Purchaser at its stores or other place of final destination and for this purpose, materials carried by railways or other carrier shall be deemed to be so carried at the risk of the supplier. In case of transit damage/shortages, the payment shall be made only for the quantity received in good and working condition and the consignee shall lodge claims with carriers and transfer the same to the supplier with all necessary documents for settlement of the same with carriers at the supplier's end. The transit damages/shortages/losses reported by the consignee shall be repaired/replaced by the supplier duly inspected, free of cost, within one month from the date of such intimation of breakages/shortages/losses without waiting for settlement of the claims from carrier or insurance co. etc.

## 18) REPLACEMENT OF REJECTED MATERIALS:

If, on inspection at the final destination, the Purchaser discovers any loss in the materials supplied or that they are received in damaged condition or that in the opinion of the Purchaser, they are not of the contracted quality or specification, the Purchaser shall be entitled (notwithstanding that the property in the materials shall have passed on to the Purchaser) to refuse to accept or reject the materials altogether and claim damages or cancel the contract and buy its requirements from any of its suppliers stipulating earliest possible delivery and in accordance with its tender system against the supplier and recover the damages if any, from the supplier from any outstanding sums that may be due to the supplier from the Purchaser against this contract or against any of the contract entered into with the supplier, without prejudice to other

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rights and remedies available to it in law and reserving always to itself the right to forfeit the security deposit placed by the supplier for the due fulfillment of the contract.

In case the stores/materials are found not in accordance with the prescribed specifications and/or the approved sample, the same will be rejected and the supplier shall replace the rejected stores/materials free of cost within one month from the date of intimation. The replacement of goods shall also have to be got inspected as per inspection clause. Further if the stores/ equipment supplied becomes incomplete on account of either rejection or short supply of its components, the complete cost of the stores/equipment shall be recovered from supplier's bills without notice.

**19) TOLERANCE IN QUANTITY TO BE SUPPLIED:**

Variation in quantity to be supplied against confirmed order shall be permissible upto FIVE PERCENT PER ITEM PER CONSIGNEE limited up to order quantity.

**20) MATERIAL DESPATCHED AND PROGRAMME:**

A statement as under indicating despatches effected during every month shall be furnished to this office along with the programme of manufacturing/despaches during the following two months. In the event of no despatch, the statement shall contain nil information. This statement should reach this office on or before 7<sup>th</sup> of succeeding month addressed to Chief Engineer(M.M.Cell),Mumbai-400051,[Attention :Supdt. Engineer (M.M.Cell)].

**MONTHLY STATEMENT:**

**I. Name of Supplier:**

**II. Reporting Month:**

Sr No.	A/T No.	Material	Item No. As Per A/T	Consignee	RR/LR Delivery Challan No. With date	Date of Actual Receipt of Material	Qty. Despatched Between 26 <sup>th</sup> of Preceding month and 25 <sup>th</sup> of the Reporting month	Programme of supply during the next 2 months
1	2	3	4	5	6	7	8	9

Consolidated details of the above information shall be furnished to office of the Chief Engineer (M.M.Cell) after completing the supplies of a particular order. The copy of this consolidated information shall invariably be forwarded to the respective consignees, failing which, security deposit paid against the contract shall not be released.

**21) SUBMISSION OF BILLS:**

No payment shall be made for the supply of equipment/item in part components.

**22) PAYMENT OF BILLS:**

100% payment of the Contract price will be paid by A/c payee cheques within 120 days from the date of receipt of entire lot as scheduled in commencement period or in monthly delivery schedule of material at the stores in good condition. However, in respect of only those entities which qualify for 45 days payment period under the Micro, Small and Medium Enterprises Development Act, 2006, 100% payment of the Contract price will be paid by A/c payee cheques within 45 days from the date of receipt of entire lot as scheduled in commencement period or in monthly delivery schedule of material at the stores in good condition. The material is to be tested / measured by the field Officers / Consignees wherever provided for. Date of issue of cheques shall be the date of payment. Following documents will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 along with bills in triplicate with copy to the

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consignees, to facilitate payment.

- (i) Invoice issued in accordance with the provisions of GST Invoice Rules.
- (ii) Certificate of proper despatch
- (iii) Xerox copy of despatch document (i.e. RR/LR).
- (iv) Inspection / TC Approval.
- (v) E Way Bill, copy of acceptance letter of bank guarantee for security deposit, authority of exemption thereof.
- (vi) Detailed packing list.
- (vii) Bill of materials.
- (viii) The relevant document in support of price variation claim.
- (ix) Xerox copy of monthly despatch statement required as per clause 20 above.

Where required by the Purchaser, the successful tenderer must send the operation and maintenance manuals, test certificates, drawings etc. for the material ordered. These should be sent immediately after despatch of material and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bill.

The supplier shall forward the original R.R./ L.R. direct to the consignee along with various documents as stated below in this clause. The original bill shall be forwarded to the G.M. (F&A-SB), Prakashgad, Bandra (E) and marked ORIGINAL. The bill should indicate the GST registration no. and date held by him under the GST Law. The Purchaser shall not be responsible for delay in payment of bills if the supplier fails to comply with any of the above requirements.

Supplier's copy of S.R.Note will be forwarded by the consignees through their respective Major Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the respective Major Stores to G.M. (F&A-SB) for payment.

Wherever the payment is to be effected against Material Receipt Intimation (MRI) and if the supplier fails to forward the documents such as inspection report, bill of materials, approved drawings, etc. alongwith the invoice to the respective consignees, the MRI issued will be a qualified one and no payment shall be made against the said MRI.

The whole of the first lot as well as monthly lot when delivered in installments, the date of delivery and due date of payment will be counted after the receipt of the entire lot along with following documents complete in all respect by the consignee:

- i) Copy of invoice/challan
- ii) Packing list
- iii) Approved sample(if applicable)
- iii) Original copy of RR/LR
- iv) Inspection approval letter signed by the Inspecting Officer in Blue ink along with copies of routine/acceptance test certificate or copy of letter of waiver of inspection as the case may be.

The Purchaser at its discretion, shall arrange for payments as above from its own sources or alternatively under ICICI line of credit / IDBI rediscounting scheme / D.D.S. of SIDBI as per terms of ICICI / IDBI / SIDBI as may be applicable, in which case, co-acceptance charges/stamp duty shall be to Purchaser's account.

Any amount more than Rs. One Lakh can be transferred to the bank Account of the supplier electronically. For this RTGS (Real Time Gross Settlement) provision, following information is to be furnished by the tenderer in the required documents of the online offer.

1. Name of the Company
2. Name of the Bank & Branch with address where the amount is to be transferred.
3. Current Account Number (15 digits)
4. RTGS No. / (IFSC Code ) ( Indian Financial Security Code)
5. MICR Code of the Bank
6. Company's email ID
7. Contact Name & Telephone No.

## 23) TAXES :

## (A) Notwithstanding the fact that contract price is inclusive of GST :

(i) GST shall be paid at actuals on the basis of due date of delivery or actual date of supply whichever is lower against documentary evidence.

(ii) Variation in GST on bought out items shall not be entertained.

## (B) Structural changes in and due to 'Input Tax Credit' Scheme : -

(i) In the event of any structural change occurred in the Input Tax Credit Scheme after the date of submission of the tender till the currency of the contract, the benefit out of such change shall be passed on to the purchaser.

(ii) In the event of 'Input Tax Credit' being extended by the GST Law which were otherwise ineligible for claiming Input tax credit thereof, the seller should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing such details and computation within such time as may be agreed between both the parties i.e. Supplier & MSEDCL.

## 24) DEDUCTION:

Any amount or amounts which become payable by the supplier to the purchaser under a particular contract, shall be deducted by the purchaser from any amount/amounts due or becoming due to the supplier under the same or any other contract and shall be adjusted against dues to the Purchaser.

## 25) GUARANTEE:

Goods offered shall be guaranteed for a period of 24 months from the date of commissioning or 30 months from the date of dispatch whichever is earlier. The stores/ materials found defective within the above guarantee period shall be replaced/repared by the supplier free of cost, within one month of receipt of intimation. If the defective store/materials are not replaced/repared within the specified period as above, the Purchaser shall recover an equivalent amount plus 15 % supervision charges(Plus GST as may be applicable) from any of the bills of the supplier. Further, in case of repeated failures of equipments / material, the Purchaser reserves the right to debar / disqualify the supplier for future tenders / orders irrespective of grounds for debarring in MSEDCL debar policy as per Section-IV.

## 26) LIFTING OF REJECTED/DAMAGED MATERIALS:

- a) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged/rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards octroi, handling, demurrage/wharfage/undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.
- b) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to pay ground rent @ 0.1% (Plus GST as may be applicable) per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.
- c) The Purchaser will be also free to dispose of such material, after the period of said 30 days, by Public auction/Tender notice/Destruction as may be deemed fit and storage charges @ 0.1 % (Plus GST as may be applicable) per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the sale amount/physical removal of the material



besides the actual expenses incurred as referred to at (a) above.

- d) Notwithstanding what is contended in the foregoing clauses, the supplier shall be liable to pay the Purchaser the cost and expenses incurred by the Purchaser, if any, including ground rent and the same shall be appropriated and recovered from the sale proceeds.

## 27) LIQUIDATED DAMAGES FOR LATE DELIVERY:

In case the materials are not delivered within the period stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of the Purchaser, the liquidated damages to the Purchaser upto half percent per week or part of week Plus applicable taxes, if any on the price subject to a maximum of cumulative ceiling of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or material delayed and also the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the supplier, for which documentary evidence shall be produced to the satisfaction of the competent authority of the Purchaser.

The Purchaser shall be entitled to deduct/recover the amount of liquidated damages from the current bill payable to the supplier or any other amount due or payable to him against this or any other contract.

For computing the liquidated damages for delayed supplies, the date of railway receipt or the date of receipt of materials at stores in case of road transport, shall be the date of delivery.

In case the Purchaser does not arrange for inspection of material within 20 days from the date of receipt of inspection call in its office, the period of more than 20 days will not be considered for levy of liquidated damages. For computing the period taken for inspection in such cases, the relevant date mentioned in the inspection certificate issued by the inspecting officer would be considered.

### 27.1 ORDER PLACED ON TIME PREFERENCE BASIS (WHEREVER APPLICABLE):

In case of order on time preference basis (i.e. orders given at higher rate on delivery period considerations only) if order is given at higher rate of L-2 (or L-3 etc.), then the payment at higher rates will be made provided the firm makes supplies within the stipulated time period. In case of delay in supplies, the payment will be made at the rates offered by L-1. In addition, Clause No. 27 above for Liquidated Damages for late delivery will also be applicable.

### 27.2 FORCE MAJEURE CLAUSE:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

28) **ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER :**

During contractual delivery period of supply , the quoted rates with PV / without PV shall remain the same , however for same specification of material if the rates will receive lower in another subsequent tender in extended period of contract then it is binding on the supplier to supply the same material at lower rate for balance quantity of material i.e. in case if price bid of next subsequent tender of similar technical specification is opened and FORD rate found lower than the ongoing contracts this FORD rate shall be made applicable for the balance quantity beyond contractual delivery period. Further the purchaser reserves the right to allow the supplier to deliver the quantity or otherwise beyond the contractual delivery period.

However other stipulations of clause No. 27 of Section-II i.e. Annexure-A will remain unchanged.

29) **PERFORMANCE OF CONTRACT:**

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 27 as stated above i.e. Liquidated damages for late delivery.

30) **PERFORMANCE DEPOSIT: (Wherever applicable)**

- 30.1 After the first consignment is effected and when the 100% payment thereof becomes due to the contractor, he will have to furnish contract performance deposit as mentioned in Clause 30.2 below for proper fulfillment of the contract for balance period of contract upto expiry of guarantee period.
- 30.2 The contract performance deposit shall be of an amount equal to 10% of the contract value and shall be paid by all the types of contractors. The Security Deposit paid by the contractor shall be refunded on furnishing the contract performance deposit within 30 days. The contract performance deposit shall be furnished in the prescribed form.
- 30.3 The contract performance deposit shall be refunded within 90 days from the date of expiry of the guarantee period of the equipment supplied. The purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.
- 30.4 The contract performance deposit is intended to secure the performance of the contract for guarantee period of the equipment supplied. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

31) **POWER OF ATTORNEY:**

It will be obligatory on the supplier to communicate the revocation of Power of Attorney, if any, after submission of offer till the execution of contract failing which the act/s & action done by the agent/representative shall be deemed to be the valid act/s & action of the tenderer/ supplier.

32) **JURISDICTION:**

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

33) **TERMINATION OF CONTRACT :**

- 1) The decision of the Purchaser shall be final as regards the acceptability of the stores supplied by the supplier and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

- 2) In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification, approved samples and the performance of the supplied material is not found satisfactory, the Purchaser shall exercise in discretionary power either,
- (a) to purchase from elsewhere, after giving due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without canceling the contract in respect of consignment not yet due for delivery,
- OR
- (b) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.
- (c) notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract.
- (d) Purchaser reserves right to recover damages against risk purchase or 10 % value of non-supplied material plus applicable taxes, if any whichever is higher.

In the event of risk purchase of stores of similar description, the option of the Purchaser shall be final. In the event of action taken under (a) or (b) above, the supplier shall be liable for any loss which the Purchaser may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.

- 3) Further contract can be terminated in case of sub-standard /poor quality material.

34) **SUSPENSION OF THE SUPPLIER:**

During the execution of the supply if the events as under happens then the supplier shall be suspended:-

- a) If the enquiry conducted by CBI or any other investigating Agency and recommended for suspension.
- b) If the Purchaser finds the offense of moral turpitude committed by the supplier.
- c) If it is found that supplier has attempted some irregular/illegal activities to gain the order.

35) **REMOVAL FROM LIST OF REGISTERED VENDORS:**

In the event of disqualification, as the case may be, the bidder will be de-listed for that particular item/s from the list of registered vendors of MSEDCL's e-tendering system for the disqualified period. On expiry of disqualified period the bidder, if he desires, shall have to register again after following the prevailing registration process.

## 36) TAX DEDUCTED AT SOURCE:

The purchaser shall deduct tax at source in accordance with the provisions of the GST laws as and when the same is notified

**NOTES:**

- (i) In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within 45 days from date of submission of invoice along with requisite documents after the delivery of entire lot. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained.**
- (ii) After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.**

**ANNEXURE 'C-I'****[To be submitted later on as per as per Clause XIX(B) of Instructions]****CONFIRMATION FOR ACCEPTING ORDER BY MATCHING RATES WITH LOWEST  
ACCEPTABLE TENDERER****APPLICABLE FOR INDUSTRIAL UNITS FROM MAHARASHTRA ONLY**

Marketing Assistance and Purchase Preference to the units from Maharashtra (refer Clause XIX of Instructions to Tenderers):-

- 5. (a)** In case your unit is located in Maharashtra and the lowest acceptable rate received against the tender is from the unit outside Maharashtra, please confirm whether you are agreeable to accept order at that lowest acceptable rate limited to 50% (fifty percent) of our requirement.

.....

**APPLICABLE FOR ALL TENDERERS INCLUDING  
THOSE ELIGIBLE UNDER THE ABOVE CLAUSES:**

- 5. (b)** Please confirm whether you are agreeable to accept order at the lowest acceptable rate received against the tender.

.....

[Industrial units from Maharashtra can give option under 5(b) above for balance quantity]

Note:-

- 1.** If the tenderer gives the above confirmation for the quantity less than as indicated in Clause VIII (iii) of the Instructions to the Tenderers, then the above confirmation shall not be acceptable.
- 2.** Tenderers may confirm matching for one or more items originally tendered.
- 3.** Any withdrawal of confirmation for order by matching rate within validity of offer will render the entire offer invalid and shall be summarily rejected and Earnest Money Deposit shall stand forfeited.
- 4.** A tenderer will not be entitled to the benefit of offers by matching rates and will not be considered for orders if his original offer is rejected on the ground of ambiguity or because of not accepting/non compliance of the terms & conditions of the tender.
- 5.** In the above confirmation, if the tenderer indicates any rate, then the above confirmation given by the tenderer will not be considered as valid.

## ADDITIONAL INSTRUCTIONS

(Applicable for tenders called on Rate Contract basis)

### RATE CONTRACT:

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

#### 1.0 PERIOD OF RATE CONTRACT:

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

#### 2.0 QUANTITY:

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

#### 3.0 DELIVERY PERIOD:

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



**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

**Warora Division, WARORA**

Contact: 7875761245

Office of The Executive Engineer  
Warora Division, Warora  
Ratnamala Chowk, Nagpur Road  
Warora

E-mail ID:-eewaroradiv@gmail.com

**BID DOCUMENT**

**EE/WRR/O&M/DN/TRANSPORTATION/2024-25/T-01**

**Annual contract for loading, unloading & transportation of Dist Transformers & other allied materials from various store centers/division store/subdivision/ repair agencies to requisite site & Back to Warora Division, store, Warora.**

**Executing Agency**

Office of The Executive Engineer  
Warora Division, Warora  
Ratnamala Chowk, Nagpur Road  
Warora  
E-mail: eewaroradiv@gmail.com

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**WARORA DIVISION, WARORA**

**SPECIFICATION**

**TENDER NO - EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

**Name of Work: Annual contract for the work of loading, unloading, erection & movement of Transformers and other materials from various Store Centers/ repair agencies to work site & Back under the Warora Division, MSEDCL, Warora.**

**Amount of Tender:** Rs. 10,00,000/- (Rs. Ten Lakhs)

**Earnest Money Deposit:** 1% ( i.e Rs. 10000 /-)

**EMD Money Receipt No:** -----

**Date** : -----

**Amount** : -----

**Security Deposit:** Rs. 100000/- (10% of estimated cost of tender)

**Tender Fee –** Rs. 1000 /- + GST (18%) Extra,

**M.R. No. & Date:**-----

**For On Line Tender Fee Payment: Transaction ID No : ----- Amount paid-----**

**Tender Submitted by M/s**.....

**Due Day, Date & Time for Submission & Opening of e-Tender :-**

**Bid Submission: - Wednesday** Date:- 17.06.2024 Time:- 16:00.

**Bid Opening On:- Thursday** Date:- 18.06.2024 Time:-11:00 (if possible)

**Executive Engineer**

**M.S.E.D.C.L., WARORA**

**Address :-**

The Executive Engineer,  
M.S. Elect. Dist. Co. Ltd.,  
Warora Division, Warora,  
Maharashtra

**Phone No. 7875761010**

**E-Mail ID – eewaroradiv@gmail.com**



**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****WARORA DIVISION, WARORA****Contact: 7875761010****Office of The Executive Engineer  
Warora Division, Warora  
Ratnamala Chowk, Nagpur Road  
Warora****E-mail ID: E-eewaroradiv@gmail.com****NAME & ADDRESS OF THE : M/s. \_\_\_\_\_**  
**BIDDER \_\_\_\_\_****TENDER DETAILS**

- 1 Tender Number : **EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**
2. Terms and Conditions of Tender: Tender Form enclosed
3. Terms and conditions of Contract: Enclosed herewith
4. Estimated value of work : Rs. 10,00,000 /-(Rs. Ten Lakhs Only)
5. Price bid : SCHEDULE "A"
6. Description of tender: **Annual contract for the work of loading, unloading, erection & movement of Transformers and other materials from various Store Centers/ repair agencies to work site & Back under the Warora Division, MSEDCL, Warora.**
7. Quantities As shown in SCHEDULE 'A' enclosed.
8. Validity of tender: Tender/Offer shall be valid for acceptance up to and including last date of calendar month covering the date of completion of 180 days (One Hundred Eighty days) from the date of opening of the tender.
9. Tender Fees: a) Rs. **1000/- Tender** Fees + GST applicable as per rule, shall be deposited along with tender document in the form of Money Receipt only.  
b) **Tender Documents:** The tender documents are available on our website **www.mahadiscom.in** and can be downloaded from **09.08.2023 to 16.08.2023.**
10. Pre-Bid Meeting : **11.06.2024** at **11:00 Hrs.**
11. Last Date for Submission of EMD : **17.06.2024**
12. Due date and time of Submission of offer. : **17.06.2024** upto **16:00 Hrs.**
13. Due date and time for opening of the Technical Bid. : **18.06.2024** on **11:00 Hrs (if possible.)**
14. Due date and time for opening of the Price Bid. : **19.06.2024** on **11:00 Hrs (if possible.)**

**Executive Engineer  
M.S.E.D.C.L., WARORA**

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**Warora Division WARORA**

**EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

**TENDER AND CONTRACT FOR WORKS**

I/ We hereby tender for Maharashtra State Electricity Distribution Company Limited for the work in the written memorandum with the time specification and in accordance with the specification and instruction in writing and as per Annexure of contract.

**MEMORANDUM**

- a) Description of Work : **Annual contract for the work of loading, unloading, erection & movement of Transformers and other materials from various Store Centers/ repair agencies to work site & Back under the Warora Division, MSEDCL, Warora.**
- b) Estimate Cost : **Rs. 10,00,000/- (Rs. Ten LAKHS only)**
- c) Earnest Money Deposit : **1% of estimated cost of Tender Amount (Rs. 10,000 /-).**
- d) Security Deposit : **10% of estimated cost of Tender Amount (Rs. 1,00,000/-).**
- e) Time limit for completion of: **One Year**  
**Work**

E.M.D. Money Receipt Number :- ----- Date :- -----

is hereby, forwarded representing the earnest money the full value of which is to be absolutely forfeited to the MSEDCL if, I/We should do not deposit the full amount of Security Deposit specified in the said should be refunded.

**Signature of Contractor**

Date :- .....

Place :- .....

Name :- .....

Address .....

Contact No. ....

E-Mail ID .....

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****WARORA DIVISION, WARORA**

Contact: 7875761010

Office of The Executive Engineer  
Warora Division, Warora  
Ratnamala Chowk, Nagpur Road  
Warora

E-mail ID: E-eewaroradiv@gmail.com

**e-Tender Notice**

The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) Warora Division, Warora intends to take up work for Annual contract for the work of loading, unloading, erection & movement of Transformers and other materials from various Store Centers/ repair agencies to work site & Back under the Warora Division, MSEDCL, Warora.

1) The Executive Engineer, Warora Division, Warora on behalf of MSEDCL (the Employer) now invites bids from eligible / registered and reputed firm / contractor / agencies registered with MSEDCL for work detailed as under.

S. N.	Tender No.	Particulars of works	Estimated Cost (Rs. Lakhs)	E. M. D. in Rs.	Tender Fee Rs.
1	EE/WRR/O&M /DN/TRASPORTATION/2024-25/T-01	Annual contract for the work of loading, unloading, erection & movement of Transformers and other materials from various Store Centers/ repair agencies to work site & Back under the Warora Division, MSEDCL,	10.0 Lakh	10,000/-	1000/- + GST 18%

2) The tender documents are available at our website [www.mahadiscom.in](http://www.mahadiscom.in) and can be downloaded from our website from dt. **08.06.2024 onwards**. No hard copy of tender will be provided. Any change in e-tender schedule, corrigendum etc shall also be put up on website. Prospective bidders are therefore requested to regularly check the website for updates. It shall be the bidder's responsibility to ensure that the entire bid document is downloaded from the requisite website. Submit the Tender through e-tendering process only latest by dt- **17.0.2024 upto 16.00** hrs. While submitting the Tender, please attach the Tender fee stated above and EMD in the form of Money Receipt / Demand Draft in favour **of Executive Engineer, MSEDCL, Warora.**

3) Bidding is open to all agencies registered with MSEDCL consisting of single firm who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. Specifically, bidders shall have:

(a) At least 3 years proven experience of similar work during the year (2021-22,2022-23,2023-24)

(b) The bidder should have valid GST registration, Professional registration, Labour Insurance/ESIC registration etc. at the time of submission of bid as per MSEDCL Industrial Relations Department letter No. IR/Insurance/9623 Dt. 13.04.2012. Also have the vehicle documents i.e. vehicle road permit, vehicle insurance, driving license etc.

(c) Bidder should be registered under EPF as may be applicable as per the relevant acts.

(d) The bidder should have a cumulative turnover during the last three financial years (i.e., 2021-22, 2022-23, 2023-24) at least equivalent to Estimated Cost of the Works, for which the bidder should submit the certificate from Chartered Accountant only.

4) Interested bidders may obtain further information from the office of the Employer at the address given below:

5) The requisite amount of Tender Fees of **Rs. 1000 /- + GST (18%)** shall be paid online. Tender document cannot be downloaded without payment of tender fees.

#### 6) Pre Bid Meeting:

The purpose of pre bid meeting will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the conditions of the contract (including payment terms and conditions) and the employers requirements and to clarify the issues and answer the questions on any matter that may be raised by the bidders. Non attendance at the pre bid meeting will not be a cause of disqualification of a bidder, but the aim of pre bid meeting is to help & ensure that, the bidder should fully understand the key concerns & requirement of the employer. Hence the Pre bid meeting will be conducted at the address given above on scheduled date.

7) The bidders qualified as per qualifying criteria quoted in Section -I will be called at above address for verification of the original document. The advance intimation will be sent via e-mail/telephonic confirmation. The employer will reserve the right to accept and admit any paper / document which was necessary but remained to submit. In this respect employer will have undisputable discretionary powers.

The Technical Bid will be opened in this office **on 18.06.2024 at 11.00 Hrs** (if possible) in presence of such tenderers or their authorized representative, who may desire to be present.

8) The Price Bid soft copy will remain unopened and held in the custody of the Employer until the time of opening of the Price Bid. Technical Bid which are uploaded by non qualified bidders or which are evaluated to be not substantially responsive will be rejected and not further considered.

9) Price Bid (soft copy) of only the qualified and substantially responsive bidders will be subsequently opened on **Date 19.06.2024 @ 11.00 Hrs.**

10) The Employer will not be responsible for any costs or expenses incurred by bidders in connection with preparation or uploading of bids or loss of any documents during process.

**11)** Bids uploaded delivered after the time and date noted above will be declared “LATE” and will not be accepted. Probably the soft ware will deny acceptance/uploading of the bids after expiry of the valid submission period.

**12)** The Employer reserves the right to accept any bid, or reject any or all bids without assigning any reason therefore and without thereby incurring any liability to the Bidder or Bidders.

**Contact person: - Addnl. Executive Engineer (M), Warora Division, WARORA.**

**Mob. No. 7875761244**

**Executive Engineer  
Warora division  
MSEDCL, Warora.**

**This Tender form consists of :**

1. Section I - Conditions of Contract.
2. Section II- General Terms and Conditions of Tender.
3. Annexure A - Price Schedule.

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**Warora division, WARORA**

**PARTICULARS OF CONTACTORS**

**Tender No: - EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

- 1) Name & Address of the Contractor :-
- 2) Particulars of Registration :-
- 3) Reference may be made to :-
- 4) i) Name and Address :-
- ii) Name and Address:-

5) Details of previous experience of similar work :-

Sr No	Name of Work	Order No. & Date	Name of Division / Sub Division / Circle	Value of Work in Rs.

Note: - True copies of testimonials should be attached, but same will not be returned.

Place :- .....

Signature of Contractor

Date :- .....

Name: - .....

Address.....

Contact No. ....

E-Mail ID.....

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**WARORA DIVISION, WARORA**

**EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

**“Instruction to e-Tenderer ”**

The following are the instruction for the tenderers for filling up the tenders. Tenders not confirming to these instruction are liable for rejection.

**1) Filling in the tender form:-**

e-Tender is to be submitted in the form attached here and all the blank forms & the Schedule shall be filled in clearly. The complete schedule will be considered as a part of the contract document. The rates to be tendered in Schedule 'A' & taxes should be quoted as per existing rule. No alternation shall be made in the form of tender, specification and notifications. The tender and all accompanying document shall be in English, Marathi or Hindi language only and shall be signed by a responsible and authorized person. The signatory should state his designation.

**2) Submission of Tender Document:**

The offer is to be submitted through e-tendering process in two bids as explained below:

**[a] PART-I**

Bid 1 for this part shall contain all Technical aspects of the Bid and documents supporting the same except the price bid. All papers/documents desired to be submitted **should be uploaded through single file in pdf format**. EMD Money Receipt should also be attached with documents. The price bid will be opened only in case of payment of EMD within due date subject to condition that the offer is otherwise acceptable.

**[b] PART - II**

Bid 2 for this part shall contain only the Price Bid, strictly in the prescribed format i.e. Annexure - 'A' & to be uploaded in a single file in pdf format.

**Method of Submission of Bid and Other Documents:**

The Tender is to be submitted online\_on or before the due date and time for submission on the website. It is advisable to submit the digitally signed bids sufficiently in advance of due date and time so as to avoid last minute trafficking at the server. The prospective bidder should be well aware about the online submission of the bid. Any complaint for delay in submission of the bid due to any technical reason will not be entertained.

[a] The Part 1 & part 2 of tender documents to be submitted through e-tendering process. Separate single file for each part to be uploaded for all documents in pdf. format.

**Tenderer whose technical bid is acceptable, then price bid will be opened through e-tendering process.**

**3) Timely Submission of Offer:**

- a) Tender documents received after the due date and time of submission will not be accepted.
- b) This office takes no responsibility for delay / loss/ non uploading of bid documents due to network problems.
- c) In case the date of opening happens to be holiday, the tender shall be opened on the next working day at the same time.

**4) MSEDCL reserves the right to reject any or all offers without assigning any reason thereof.****Disregard of Tender Conditions:**

Tender containing any deviations/additions/alterations/changes in the general terms and conditions of tender shall not be acceptable. The tenderer having signed all the tender documents indicates any deviations/ additions/alterations/changes in the covering letter, unrelated annexure and schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

**5) (A) Documents to be submitted (Technical Bid):-**

The e-Tender shall be accompanied by photocopies of the following documents duly attested by the competent authority. Without such document e-Tender will not be considered for comparison.

1. Valid Copy of Registration under Shops & Establishment Act.
2. Valid Copy of GST registration.
3. Valid Copy of Pan Card.
4. Valid Copy of Employees State Insurance Certificate/Labour Insurance Certificate as per MSEDCL Industrial Relations Department letter No. IR/Insurance/9623 Dt. 13.04.2012.
5. Valid Copy of EPF Registration.
6. Valid Copy of Professional Tax Registration.
7. Valid Copy of money receipt of E.M.D paid.
8. Valid Copy of driving license.
9. Valid Copy of Registration of vehicle.
10. Valid Copy of Insurance of vehicle.
11. Valid Copy of Road Permit of Truck.
12. Fitness certificate of vehicle.
13. Valid Copy of Work experience Certificate/ Satisfactory Performance Certificate for same type of work during year 2021-22, 2022-23, 2023-24 from the authority not below the rank of Executive Engineer. The certificate from private firms shall not be



considered. Bidder Should have work experience of minimum Rs 3.0 Laks within last two years.

14. Audited balance sheet for last 3 financial year i.e 2021-22,2022-23,2023-24.

15. Annual turnover certificate & positive net worth certificate for 2021-22,2022-23,2023-24 from Chartered Accountant for last three years.

16. Information of Firms & List of authorized Working Staff.

**(B) Price Bid in schedule 'A' of e-Tender document (Commercial Bid):-**

1) Price Bid in schedule 'A' of tender document

**6) INTERPRETATION**

If the tenderer have any doubt about the meaning of any portion of this tender he should once seek clarification from the Executive Engineer, Division, Warora in writing before pre bid meeting so that clarification can be given in the meeting. After pre bid meeting no queries about the interpretation will be entertained. Additions or alterations in tender form / conditions etc. by the tenderer are not permissible.

**7) ACCEPTANCE OF TENDER**

The Maharashtra State Electricity Distribution Company Limited reserves the right to reject any or all the tenders without assigning any reasons thereof and also reserves the right to place order for any of the items of work. There is no binding on the company to accept the lowest or any other tenders. There is also no binding on the company to disclose any analysis or reports or notes to the Tenderer. The tenderer on parts binds him to do the work. The company reserves the right to reject any tender, which does not confirm to any of the conditions. The decision regarding acceptance of tender shall be intimated by company within the period of **180 Days** from the date of opening of tender and the tenderer shall be bound to carry out the work when the acceptance is intimated at Tenderers address. The tenderer is requested to go through the footnotes given on schedule "A" before quoting the rates.

8) e-Tender should be submitted in which will be containing the entire required document as per clause **5A** of the e-Tender document. All the pages should be signed by the Tenderer and offer rates should be clearly mentioned in Schedule 'A'. Enclosed with tender document.

**9) Validity of Tenders**

All Tenders shall be opened for acceptance by the MSEDCL for a period of **180 days** from the date of opening of the tenders & tenderers shall be bound for such acceptance. All e-tenders submitted shall be deemed to comply with this condition unless otherwise agreed by The MSEDCL

**10) WORK - ORDER**

Letter of Award will be issued to the agency after acceptance of rates, and after completion of initial formalities such as payment of security deposit, signing of Agreement, etc. the work order will be issued to the agency by Division , MSEDCL, Warora then, the detail work will be allocated by the

concern sub-divisional officer & the agency has to carry out the work as per terms and conditions and instructions.

#### **11) Earnest Money Deposit:-**

The contractor should pay the Earnest Money Deposit (E.M.D.) Rs. **10,000/-** in this office **upto 17.06.2024 till 16.00** Hrs. by cash or Demand Draft of the Nationalized bank payable at Warora in favor of Executive Engineer, MSEDCL, Warora. Earnest Money Deposit amount and Money Receipt No. should be mentioned in your tender. No interest will be allowed on the above deposit.

**12)** The bid security shall be returned to the L-3 & above bidders immediately after opening the price bid & bid security of remaining bidders (i.e. L1 & L2 bidders) shall be returned only after awarding the contract to the lowest bidder or after 28 days plus bid validity period of 180 days whichever is earlier. Bid Security amount shall be 1% of the estimated cost of the tender.

**13)** The bid security of the unsuccessful bidders will be returned as promptly as possible, after awarding & signing of the contract agreement or expiration of the period of bid validity, whichever is earlier.

**14)** The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required security deposit.

#### **15) The bid security may be forfeited:-**

- a)** If the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids ; or
- b)** If the bidder does not accept the correction of its bid price, i.e. in case of discrepancy and or difference in the value between the quoted price in number and as expressed in words as a percentage above or below the estimated cost, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total price of the Bidder.
- c)** 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
- d)** In the case of a successful bidder, if it fails within the specified time limit to:
- e)** (i) Sign the Contract Agreement, or
- f)** (ii) Furnish the required security deposit.

#### **16) TAXES AND DUTIES**

GST shall be paid at the applicable rates. Any statutory variation will also be made applicable during the operational period of the contract. The invoice shall contain GST registration number.

**17) WORKING CAPACITY:**

The tenderer should complete the work within stipulated period as per directives of the Store in-charge.

**18) DEDUCTIONS:**

Any amount or amounts becoming due on account of damages or compensation for default or breach of contract by agency, in addition to the deduction from security deposit, the said amount/amounts will be deducted from any payments due to the repairer and the Company shall have the right to lien amount/amounts due or being due to the repairer under the same or any other contract.

**19) FAILURE TO EXECUTE ORDER:**

In case of failure on the part of the agency to cope up with the work within the specified/period, the same will be got executed through some other Agency at your risk and cost even at higher rates and the difference in amount if any, will be recovered from the agency in addition to 15% supervision charges.

**20) MISCELLANEOUS:**

i) No modification of any kind such as rebates etc. in the Tender value will be accepted after due date and time of receipt of Tender. No deviation from specifications will be accepted after receipt of Tender. No deviation from specifications will be allowed. The MSEDCL will, however be free to negotiate a particular item with any Tenderer through a Committee duly authorised in that behalf.

ii) The Tenderer should furnish full details about himself and about same type work carried out by him for MSEDCL and submit Certificates for satisfactory performance from Authority not below the rank of Executive Engineer.

iii) The contract or any part thereof shall not be sublet without the written permission of the Executive Engineer Division Warora.

iv) The Tenderer will be presumed to be aware of the Company's general conditions of work contract which are also binding so far as they are applicable in respect of this Contract.

v) The decision of the Executive Engineer Division, Warora about the interpretation of any items and conditions of this tender specification including Annexure and Booklets of General Terms and Conditions and orders placed under this tender shall be final and binding on the Tenderers. The right to change or relax any condition of this Tender is reserved.

**vi)** This complete tender documents shall be deemed to form part of the item rate contract and work orders if any when placed and shall be binding on the Tenderer.

**vii)** The successful Tenderer will have to execute an agreement on stamp paper of Rs.100/- as per the proforma enclosed (The cost of stamp paper is to be borne by the agency) at this office.

**viii)** It must definitely be understood that this office does not accept any responsibility for the correctness and completeness of scope of work in the tender form. This will be decided in joint inspections for omissions, deductions or additions as set forth in the condition of contract.

**ix)** The tender documents shall be written legibly and free from erasers or conversion of figures, where unavoidable shall be made by crossing out initialing, dating and rewriting.

**21)** All corrections in the tender and particularly in rates must be signed and dated by the renderer.

**22)** The tender offer which do not fulfill the above instructions and conditions of this tender documents or incomplete in any respect is liable for rejection.

**23)** The undersigned reserves the right to reject any or all tenders without assigning any reason thereof.

**24)** Tenderer should carefully read all the Term and condition of e-Tender and following the instructions contained therein scrupulously before submission of Tender. In case of any omission in the tender, the tender shall be liable for rejection. If Tenderer has any doubt in respect of any condition, the same should be got clarified in writing from the office of undersigned before submitting the tender

**25)** Conditional Tender is liable for rejection.

**Signature of the Tenderer**

**Executive Engineer  
Warora Division  
MSEDCL, Warora**

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**WARORA DIVISION, WARORA**

**TENDER FORM**

**TENDER NO:- EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

**Particulars of Works: Annual contract for Loading/unloading & transportation of material & replacement of failed Distribution transformer of various sizes from division store to various locations under Warora Division.**

**Terms & Conditions of contract & General Information**

**1) Scope of Work:**

The scope of the work included under this contract for the Total area of Division office MSEDCL, Warora will be as follows:

- a) Transportation, clearance of materials, Loading and Unloading and stacking thereof at site and at Store, which also including loading/unloading & placing of Dist. Transformer on DP structure whenever necessary as per instructions.
  - b) Loading & Unloading will be responsibility of the contractors; either the work being carried out manually or by crane, no extra charges will be paid by the MSEDCL. If the stacking is not done after unloading, it will be done through outside agency and the charges, paid thereof, will be recovered from your bill. **Vehicle like TATA 909 with mounted crane will be preferred, in view to replaced failed transformer at site for fast & smooth working.**
  - c) Handling of material, weighing of material.
- 2) The work will have to be executed as per the directives of Add. Executive Engineer (M) , Division Warora. Majority of the work is to be carried out at Filter unit Warora.
  - 3) The agency will have to use its own T & P for this purpose. Loading & Unloading will be responsibility of the contractors; either the work being carried out manually or by crane, no extra charges will be paid by the MSEDCL. If the stacking is not done after unloading, it will be done through outside agency and the charges, paid thereof, will be recovered from your bill.
  - 4) The quantity of the unloaded material / **stacked material/Transformers should** be informed to the Add. Executive Engineer (M), Warora.
  - 5) The contractor should send his truck immediately on the call given by Add.EE/A.E. store(Waror Division). **If the vehicle is not arranged, the company will arrange to transport the material through any other agency and in that case charges paid to that agency, if any, will be recovered from you.** In this respect the contractor must co-operate in transportation of the material in time without any delay.
  - 6) Starting point will be considered from where loading Material/transformer has to be done.

- 7) You will be responsible for the loss or damage to the material during transit and loading unloading and stacking at site. The amount of loss or damage of material will be recovered from your bill before payment as per Stores issue rates plus 10% supervision charges. Any dispute in such case will be decided by the undersigned.
- 8) Compensation to any labour engaged by you due to accident occurring during the course of transportation loading / unloading or stacking will be binding on you only.
- 9) This contract will be subject to the general condition of works contract already made available to you.
- 10) You will have to comply with provision of Maharashtra Mathadi Hamal and other manual works, regulation of employment and Welfare Act 1969 and the Bombay Iron and Steel unprotected regulation or employment and welfare Scheme 1970.
- 11) **License:-**The bidder should have valid Electrical Contractor License with the GST registration, Professional registration, Labour Insurance/ESIC registration etc. at the time of submission of bid as per MSEDCL Industrial Relations Department letter No. IR/Insurance/9623 Dt. 13.04.2012. Also have the vehicle documents i.e. vehicle road permit, vehicle insurance, driving license etc.
- 12) **Deduction:-**Any amount which become payable by the contractor to the MSEDCL under particular contract may be deducted by the Company from any amount / amounts due or becoming due to the Contractor under the same or any other contract.
- 13) **Save & Excess :-**Amount/ amounts due on account of damage or compensation for defaulting or breach of contract by the contractor in which case instead of deduction of the said amount/ amounts shall be retained and the MSEDCL shall have the right on the amount/amounts so retained or withheld.
- 14) Bill in duplicate should be submitted to the Store In charge to record the measurement. Payment will be arranged at Division level on availability of funds.
- 15) For loading/unloading the heavy material such as transformer, other material etc arrangement of Crane for such type of work will have to be done by Contractors at his own cost.
- 16) **Manpower:-**
  - a. All manpower deployed by the Agency should be suitably qualified and trained for the job intended to be perform by them.
  - b. The manpower should be conversant with local language so as to interact with consumers & MSEDCL employees in a proper and decent way.
  - c. The deputed manpower should be extremely polite with consumers, with MSEDCL employees and should be able to address consumer grievances if any while executing the work.

- d. The manpower shall be properly dressed. It will be mandatory for employees of Agency to display the Name batch and Identity Card at all such times when they are on the field.
- e. Person provided by you shall maintain good moral character and decent behavior in the Consumers/ MSEDCL's premises. In case of complaint by consumers, MSEDCL employees and if such short fall is observed the contractor shall replace the person instantly.
- f. MSEDCL will carry out independent checks on the work allocated to successful bidder and any action in contradiction to the work order will be dealt strictly as per law.
- g. Sufficient number of coordinators will have to be employed by Agency to ensure smooth working with different MSEDCL offices.
- h. Serious action shall be initiated against the agency if any of the manpower deployed by it misbehaves with any of the consumers, MSEDCL employees or gets into any act that could hamper the image of MSEDCL.
- i. The agency should submit to the Sub-Divisional officer the Xerox copy of employees identity cards provided by agency and their contact numbers etc.

#### **17) Liquidated damages:**

- a. Time limit for three days will be counted after necessary instructions are given by concern subdivision in charge. If the work is delayed, the penalty  $\frac{1}{2}$  % per day subject to the maximum of 10 % of the order value will be imposed. Further for every activity for wrong method of constructions will be recovered from the bill.
- b. There should be a cross check on every activities which are executed by the agency by the Engineer in charge of work with a fixed time schedule before preparation of bills and before submission to division office.
- c. While calculating the period of completion of works the non working period on account of reasons beyond the control of contractor would be excluded. This would be decided by concerned field officer in charge and his decision in this regard would be final and binding. In case the work is not completed in stipulated time, penalty @ 1/2% per week on the value of unexecuted work will be levied on contractor.

#### **18) Legal:-**

- a. Agency will indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to person or property of persons in the Agency's employment.

- b.** Agency shall indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to Agency or MSEDCL.
- c.** MSEDCL will not be responsible for any loss /damage/accident if any happens during the course of execution of the work to the staff engaged by the agency.
- d.** Agency shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970, etc. and any other relevant regulations, as the case may be.
- e.** Agency shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encasement, etc. as per statutory provisions.
- f.** Necessary payment and liabilities shall be the responsibility of Agency irrespective of payment received from MSEDCL or otherwise.
- g.** All taxes and dues (present or future) payable to government and or local authorities in respect of these works shall be the responsibility of Agency and the Agency will have to indemnify MSEDCL against liabilities on account of such levies or taxes.
- h.** You cannot transfer this contract to any other party. In the event of violation of these conditions, the contract order is subjected to immediate termination without any notice and without any liabilities on the part of MSEDCL.
- i.** The work should be executed under the direct supervision of concern OIC /S.D.O's. If there any dispute between you and OIC/S.D.O.'s, the final Decision will be given by the undersigned and the same will be binding on you.
- j.** If provision of provident fund of M.P. Act 1952 is applicable to your staff and too submit the information regarding recoveries made, to this office. The information is required to submit to concern RPF Commissioner, Office. Non-compliance of above Obligation will be at your risk and cost please note.
- k.** It will be the responsibility of contractor to maintain register required under labour act and shall be produced on demand to this office or Govt. authorities for verification.



1. Safety measurement issue as per I.E. Rules to be taken by you and for any accident will be your responsibility as on licensed contractor.

**19) Rate:** - Agency shall quote all-inclusive rate for the activities given in the annexure "A" enclosed herewith for each activity. (Specifically mentioning regarding taxes). Hence the rate should cover all statutory / non-statutory levies, taxes, etc. In case any taxes and levies are required to be paid directly by MSEDCL, the same will be debited from Agency bill for making necessary payment by MSEDCL.

**20) Terms of payment:**

a. MSEDCL will generally make payment within 45 (forty-five) days of submission of correct bill as per MSEDCL rules. No interest or penalty will be payable by MSEDCL on account of non-payment of bills or delay in releasing the payment.

b. The bills will be submitted to Add. Executive Engineer (M) Unit, Warora division, Warora for recording up to 5th of every month. These bills will be prepared on the basis of actual work executed. The payment shall be effected only after completion of the work, duly certified by concern Sub-Division In-charge. Payment will be arranged at Division level on availability of funds after technical scrutiny & audit at Division office.

c. The payment would be made to the contractor once in a month by running account bill (depending on availability of funds) for portion of completed work. The first bill shall be prepared on the completion of 25% of total work. Decision of Engineer in charge in this regard will be final and binding.

d. While submitting the bills it should be submitted along with the Xerox copy of material Gate Pass and all related documents.

e. Service tax is applicable on service component as per existing rule and income tax will be deducted as per exiting rule.

f. Income tax at the rate of 2% or the rate prescribed by Government from time to time will be recovered from your bills at source. You will have to produce income tax PAN NO Accompanied Bill.

**21) Guarantee:** All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of Agency, MSEDCL will be entitled to terminate the contract at risk and cost of Agency. Further necessary legal course of action, as deemed fit; will be taken for recovery of MSEDCL dues.

**22) Special conditions:**

a. In addition to above terms and conditions, the Division, Warora office may include special conditions for workability of this contract and it will be binding on Agency to meet MSEDCL requirements during the total contractual period.

- b. The Bidder has himself to acquire the full knowledge about system/field conditions before quoting the offer.
- c. It will be presumed that the bidder has himself made aware of the system conditions. No relaxation/concession for not acquiring/acquired the said details will be entertained.
- d. The Executive Engineer, Division Warora reserve the right to reject all the offers received or cancel the tender without assigning any reason thereof.

**23) Security Deposit :-** The performance security deposit shall be 10% of the Contract price. Within 14 ( Fourteen) days of the receipt of the Letter of Award from Employer, the successful bidder shall furnish to the Employer a performance security deposit equivalent to an amount of Ten **Percent (10%)** of the contract price in accordance with the Conditions of Contract.

The Security Deposit shall be denominated solely in Indian Rupees, & shall be in the form of an unconditional & irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank. The Bank guarantee shall, if invoked, be-en-cashable when presented in the branch office of such Bank located at local area. The Security Deposit shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the employer at the end of the contract period.

**24) General Experience:-** The Bidder Should have executed either

- (i) One Work Order/Contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
- (ii) Two Work Order's/Contract's (denotes executed only) equivalent to at least 25% of the estimated cost of the tender or
- (iii) Three Work Order's/Contract's (denotes executed only) equivalent to at least 30% of the estimated cost of the tender in any division, during the last preceding five financial years( Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered)

**25) Termination of contract:-** If it is found that the work is not being executed satisfactorily or due to any other matter the Company reserves the right to terminate the contract without assigning any reason thereof and get the work done through other agency at the risk and the cost of the contractor.

**26)** All Tenders, disputes or difference arising out of or in connection with the contract, so concluded, shall be subject to the exclusive jurisdiction of Warora Civil Court.

27) Rates should be quoted in the prescribed format only.

I have read the above conditions and same are agreeable to me.

Signature of Contractor

Name: -.....

Address.....

Contact No. ....

E-Mail ID.....

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**Warora division, Warora**  
**UNDERTAKING**

While submitting herewith the

Tender No:- EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01

I / We hereby undertake to abide by the following condition of the tender:-

That the earnest money of Rs. 10000/- (Ten Thousand Only) 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 Security Deposit (@ 10% of Tender Order Amount) against this tender within stipulated period.

Place :-

Date :-

Signature of Tenderer

Name :-

Address :-

Contact No.:-

E-Mail ID :-

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**WARORA DIVISION, WARORA**

**" TENDER FORM "**

**Specification No:-** EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01

**To,  
The Executive Engineer,  
MSEDCL, Warora division,  
Warora.**

Dear Sir,

Having mentioned the above specification together with the accompanying schedule and general condition of contract, I / We hereby offer to carry out the work, described in different section of the said specification and Schedule at the rates mentioned in the Schedule 'A'.

I / We hereby guarantee the performance of our work in the full conformity of our specification and instruction and particulars entered in Schedule attached to and in accordance with the condition of contract.

Place :-

**Yours Faithfully**

Date :-

Signature of Tenderer,

Name :-

Address :-

Contact No.:-

E-Mail ID :-

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

**To: Maharashtra State Electricity Distribution Company Limited**

*Represented by*

**Executive Engineer,**

**Warora division, Warora**

Maharashtra State Electricity Distribution Co. Ltd.

Ratnamala Chowk, nagpur Road

Warora.

**WHEREAS** *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of **Contract No.** (LOA no. & date)

\_\_\_\_\_ for works under Division, Warora, dated

\_\_\_\_\_ 2024 to undertake the : Annual Transport Contract for the work of unloading &

transportation of Transformers from various Store Centers/ repair agencies to work site under the

Warora Division, MSEDCL, Warora. on a single point responsibility under bid number

\_\_\_\_\_, **for works under Division Warora** (hereinafter called "the **Contract**");**AND**

**WHEREAS** it has been stipulated by you in the said **Contract that the Contractor shall furnish you with**

**a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with**

**his obligation in accordance with the Contract;**

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

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of

the Contractor, up to a total of \_\_\_\_\_ *[amount of Guarantee]*

\_\_\_\_\_ *[in words]*, and we undertake to pay you, through our

branch office at **Warora division, Warora** *[Address of branch office at Warora division, Warora]*,

upon your first written demand and without cavil or argument, any sum or sums

within the limits of \_\_\_\_\_ *[amount of Guarantee]* as aforesaid without your needing to

prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting

us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of

the Works to be performed there under or of any of the Contract documents which may be made

between you and the Contractor shall in any way release us from any liability under this guarantee,

and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of **completion of the contract period.**

Yours truly: -----

Signature and seal of the Guarantor: -----

Name of Bank/Financial Institution: -----

Address: -----

Date: -----

**FORM OF CONTRACT AGREEMENT**

(To be executed on Rs.200 non-judicial stamp paper )

This agreement made this \_\_\_\_ day of \_\_\_\_\_ 2024, between the Maharashtra State Electricity Distribution Company Limited Represented by the Ex. Engineer, Warora division, Warora Maharashtra State Electricity Distribution Company Limited, Warora , Maharashtra (India) hereinafter called "the Employer") of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

**Whereas** the Employer desires that the work of : Annual Transport Contract for the work of unloading & transportation of Transformers and other materials from various Store Centers/ repair agencies to work site under the Warora Division, MSEDCL, Warora should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works as specified in the bid document.

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and read and constructed as part of this Agreement.

(a) The Letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_

(b) The Addenda Nos. \_\_\_\_

(c) The Bid dated \_\_\_\_\_

(d) The complete tender document. .

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned. The Contractor hereby covenants with the Employer to execute and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, the amount of [*insert the Contract Price*] or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

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

Authority signature of Contractor

Authority signature of Employer

SEAL

SEAL

In the presence of:

In the presence of:

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**MAHARASHATRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**WARORA DIVISION, WARORA**

**PRICE SCHEDULE**

**EE/WRR/O&M/DN/TRASPORTATION/2024-25/T-01**

		<b>Fix Charges</b>	<b>Per KM Rate For Transportation</b>
<b>Sr. No.</b>	<b>Type Of Vehicle</b>		
1	Below 3 Tone Capacity		
2	3 to 5 Tone Capacity		
3	Above 5 Tone Capacity		
<b>Sr. No.</b>	<b>Acitivities for Loading</b>		<b>Remark</b>
1	Per Ton Loading of Other Material (except TF)		Per Tone Loading
2	1 PH Transformer Loading		Per Transformer Loading
3	3 PH Transformer upto 100 KVA		Per Transformer Loading
4	3 PH Transformer Loading 200 KVA		Per Transformer Loading
<b>Sr. No.</b>	<b>Acitivities for Unloading</b>		<b>Remark</b>
1	Per Ton Unloading of Other Material (except TF)		Per Tone Unloading
2	1 PH Transformer Unloading		Per Transformer Unloading
3	3 PH Transformer Unloading upto 100 KVA		Per Transformer Unloading
4	3 PH Transformer Unloading 200 KVA		Per Transformer Unloading



LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40300310 Transportation	ADM 005	Days	996791	1		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	As per tender Document	Price Section	40300310 Transportation	Annual contract for loading, unloading & transportation of Dist Transformers & other allied materials from various store centers/division store/subdivision/ repair agencies to requisite site & Back t
2	AS per Tender Documnet	Technical Section	40300310 Transportation	Annual contract for loading, unloading & transportation of Dist Transformers & other allied materials from various store centers/division store/subdivision/ repair agencies to requisite site & Back t
3	As per Tender Document	Commercial Section		Annual contract for loading, unloading & transportation of Dist Transformers & other allied materials from various store centers/division store/subdivision/ repair agencies to requisite site & Back t