

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		21-02-2024 04:31:13
Tender Code	EE/UDN/TS/T-09/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	E-Tender for providing of vehicle (Sumo / Jeep or equivalent) with driver on per day hire basis along with fuel for RSD-I Sub Division office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division.	
Estimated Cost (In Lakhs)	3.83	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	500	
GST In INR (@18% on Tender Fee: SAC No.	90	
Total Tender Fee Amount including GST in INR.	590	
Contact	Prachi A Chavan , 7875552332 ,eenanded@mahadiscom.in	
Pre-Qualifying Req	As per tender documents	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Works Department	
Office Type	DIVISION	
Location Type	Nanded Urban Division	
Designation	Assistant Engineer(Distribution)	
Pre-Bid Meeting Address	Nanded Urban Division Office	
Bid Opening Address	Nanded Urban Division Office	
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	22-02-2024 00:00	
Tender Sale End Date	29-02-2024 14:00	
Bid Start Date	22-02-2024 00:05	
Bid End Date	29-02-2024 15:00	
Pre-Bid Meeting Date	26-02-2024 11:00	
Techno-Commercial Bid opening on	01-03-2024 11:00	
Price Bid opening on	01-03-2024 12:00	

Annexure C1 Opening Date	NA
Winner Selection Date	01-03-2024 13:00
Can Bidder Opt EMD Exemption	Y



Maharashtra State Electricity Distribution Co. Ltd.
Executive Engineer, (O & M) Division Nanded Urban

E-Tender for providing of vehicle (Sumo / Jeep or equivalent) with driver on per day hire basis along with fuel for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division.

Tender No-EE/UDN/TS/T-09/2024-25

Area of operation : Nanded Urban Division

Tender Sale from : 00.00 Hrs. on Dt. 22.02.2024

Tender Sale closing date: 14.00 Hrs. on Dt. 29.02.2024

Submission Closing Date: 15.00 hrs. On Dt. 29.02.2024

e-Tender will be Opened at 11.00 hrs. on Dt. 01.03.2024 (If possible)

Estimated Cost Rs. 382800 /-

E-Tender purchase cost Rs. 590/-

E.M.D : Rs. 3830/-

Office of the Executive Engineer

Maharashtra State Electricity Distribution Co. Ltd.,
 Division Office, Vidyut Bhawan, Anna Bhau Sathe Chowk,
 Nanded -431602



Maharashtra State Electricity Distribution Co. Ltd.
Executive Engineer,(O & M) Division Nanded Urban

Tender No-EE/UDN/TS/T-09/2024-25

INDEX

Sr. No.	DESCRIPTION	PAGE NO.
1.	TENDER DETAILS	3
2.	IMPORTANT NOTES	4
3.	INVITATION FOR BID	5
4.	PROCEDURE TO SUBMIT THE ON-LINE TENDER	6
5.	EVALUATION OF TENDER	7
6.	E-TENDER NOTICE	8
7.	INSTRUCTION TO E-TENDERER	10
8.	TERMS AND CONDITIONS OF CONTRACT	11
9.	LETTER TO THE TENDERER	17
10.	LETTER TO THE EXECUTIVE ENGINEER	18
11.	UNDERTAKING OF THE TENDERER	19
12.	SAMPLE FORM-A	20
13.	SAMPLE FORM- B	22
14.	SAMPLE FORM-C	24
15.	SAMPLE FORM-D	25
16.	SAMPLE FORM-E	26
17.	SAMPLE FORM-F	27

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
NANDED URBAN DIVISION**

Tender No-EE/UDN/TS/T-09/2024-25

E-Tender for providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis** for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division.

E -Tender purchase cost : Rs. 590/-
E.M.D : Rs. 3830/-
Estimated Cost : Rs. 3.830 lakhs

TO BE FILLED IN BY THE TENDERER:

Name & Address of the Tenderer

Phone No. _____ Mobile No. _____ E-mail _____

Address of the Factory Unit: _____

Phone No. _____ Fax No. _____

E.M.D. Paid Rs.

Vide BG / DD No. _____

Date:-_____

IMPORTANT NOTES:

- 1) Only registered Contractors with M.S.E.D.C.L shall be participated in the tender. Renderer must submit all the tender documents on online system of MSEDCL. (<http://works.mahadiscom.in/eTender/etender>) website
 - 2) Rates should be filled in the prescribed schedule, in both i .e. in figures and in words, attached with this tender and on online.
 - 3) This tender document contains 26 pages duly numbered (including cover pages). Tenderers are requested to check the complete tender document available on line
-

Invitation for Bids on e-Tendering Basis

The Executive Engineer (O&M Division, Nanded Urban), on behalf of MSEDCL (the Employer), invites sealed **Tender No-EE/UDN/TS/T-09/2024-25** from eligible tenderers for the work for providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel charges** for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division. The Tenders will be processed only in Electronic Tendering mode and open for registered contractors on e-Tendering system for work contracts of MSEDCL. The bid documents will be available on website from **22.02.2024**. The last date for submission of tenders is **29.02.2024 up to 15.00 Hrs**. Tenders will be opened on 01.03.2024 at 11.00 Hrs. if possible or next working day.

For more details regarding registration process and tender, visit our e-Tendering website on <http://works.mahadiscom.in/eTender/etender>.

The undersigned reserves all the rights to accept or reject any or all tenders without assigning any reasons thereof.

Executive Engineer
Nanded Urban Division

Tender No-EE/UDN/TS/T-09/2024-25**PROCEDURE TO SUBMIT THE ONLINE TENDERS:**

The following procedure takes precedence over any other procedure that may be stated in the elsewhere in the Bidding Document for submission of bids.

The tender is to be submitted online on or before due date and time of submission on the website. 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. The entire tender shall be submitted **online only**. **No physical submission of tender is permitted and such tender shall not be considered for opening.**

The **Price Schedule (Rate of Schedule)**, duly scanned, and shall be submitted as part of **COMMERCIAL BID**. All other documents shall be submitted as part of **TECHNICAL BID**. Wrong submission of bids may result in opening of the wrong bid for which MSEDCL will not be responsible. This may also result in rejection of the bid.

[a] Physical submission of documents:-

Original DD/ BG towards Tender EMD shall be submitted in a envelope to the above address before due date and time . No price bid shall be submitted in this envelope. The envelope shall be duly closed and super scribed indicating the Name, Address, Tender No., Due Date of submission and details as follows before delivering the same.

- i) Tender No.
- ii) Due Date & time of submission.
- iii) Due Date & time of opening

OPENING OF TENDER:

- i) In case the date of submission of tender happens to be holiday the date of submission will be next working day at the same time.
- ii) The Employer will open the Technical Proposals online in the presence of bidders' representatives who choose to attend online, at the date and time designated in the tender notice. (If Possible).
- iii) The Price Proposals will remain unopened. The Price Proposals will be opened following approval of the evaluation of the Technical Bid .

EVALUATION OF TENDER

It should be noted that, technical bids will be opened online first. MSEDCL will examine the documents in accordance with the requirements of the bid document. If any of the documents is found to be not complying with tender conditions, corresponding bid will not be opened for further evaluation.

Note:-

The Tenders will be processed only in Electronic Tendering mode and open for registered contractors on e-Tendering system for work contracts of MSEDCL. The bid documents will be available on website <http://works.mahadiscom.in/eTender/etender> from **22.02.2024**. The last date for submission of tenders is 29.02.2024 **up to** 15.00 Hrs. Tenders will be opened on 01.03.2024 at 11.00 Hrs. if possible.

SEAL & SIGNATURE OF THE TENDERER

**E-TENDER NOTICE****Tender No-EE/UDN/TS/T-09/2024-25**

E-Tenders are invited from eligible Contractors for the work as below.

Tender No	Nature of Work	Required Quantity	Estimated Amt Rs. in Lakhs	Amt .of EMD in Rs.
EE/UDN/TS/T-09/2024-25	Providing of vehicle (Sumo / Jeep or equivalent) with driver on per day hire basis along with the fuel for RSD-I Sub Division office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division.	01	3.588lakhs	3830 /-

TERMS & CONDITIONS:-

- Blank E-Tender documents will be available on Company's website <http://works.mahadiscom.in/eTender/etender> from 22.02.2024 to 29.02.2024 **up to 14.00 Hrs.** Tenderer are requested to purchase tender through online only by paying tender fees Rs 590/- .
- The amount of EMD Rs. 3830/- should be submitted in the form of B.G. / D.D./ of any nationalized bank, drawn on or before the date of submission, i.e 29.02.2024 upto 12.00 Hrs, payable at Nanded Urban, in the name of the **Executive Engineer, MSEDCL, O&M Division, Nanded Urban**. No Cheque for above will be accepted and no interest will be paid on EMD. Tender offer without Demand Draft / BG for Earnest Money Deposit will not be considered. Parties claiming exemption from payment of E.M.D. shall give sufficient proof in support of their claim. The envelope containing documents like, DD / BG towards EMD etc. shall be submitted to the office of the Executive Engineer, MSEDCL, O&M Division, Nanded Urban before due date i.e. **29.02.2024 up to 14.00 Hrs.** physically.
- E.M.D. will be forfeited in following cases :-
 - If the Tenderer fails to pay security deposit, if the contract is placed with him.
 - If the Tender offer is withdrawn before taking decision regarding his tender by this office.
 - If the successful Tenderer refuses to sign and complete the contract documents/ agreement.
- Last date to quote the E-Tender is 29.02.2024 .up to 14.00 Hrs. (online only).
- Date of opening of Technical Bid: 01.03.2024 at 11.00 Hrs. (online only) if possible or next working day.
- Tender forms will not be sent or accepted by post/courier/fax.
- The tender value of Rs 3.830 Lakhs is excluding diesel charges. The total expenditure of hiring of vehicle & diesel charges are limited to Rs.31900 per month.
- The successful tenderer will have to give acceptance of the order within 7 (seven) days from the date of receipt of LOA. Agency have to execute the agreement as per tender LOA condition.
- The successful tenderer will have to deposit an amount of the tune of 10 % of the order value towards Security Deposit. The SD is to be paid in the form of Demand Draft / BG of any Nationalized Bank payable to the Executive Engineer, MSEDCL, O&M Division, Nanded Urban. Also undersigned has all rights regarding the acceptance of form of SD amount.
- The offer must be valid up to 90 (Ninety days) from the date of opening of the tender.
- The terms and conditions mentioned in the tender notice published in Newspapers is applicable to

this Tender.

11) The contractor will have to start the work as per instruction of E.E. concerned or his authorized representative after getting the order from this office and completion of formalities.

12) All entries in the Tender should be in ink. Erasing & over writings are not permissible. All corrections & insertions should be initiated by the Tenderer's.

13) EMD will be refunded as soon as possible after tenders are finalized. The tenderer should apply for refund of EMD after expiry of 90 days from the receipt & advance stamped receipt. No interest will be paid on EMD.

14) Tender which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be summarily rejected.

15) MSEDCCL will not be bound to accept the lowest bid. Further the undersigned reserves the right to bifurcate the Tender order to more than one agency.

16) Other than above, the contract will be governed as per General Terms and Conditions of Maharashtra State Electricity Distribution Company Ltd. The terms and conditions as per G.O. (II) are applicable to this tender.

17) List of orders executed shall be submitted along with detailed work Order copies with their completion certificates issued not below the rank of Executive Engineer, failing which their experience claims will not be considered for evaluation.

18) The tenders, which are not quoted as per our specifications, will be rejected.

MSEDCCL reserves the right to accept any E-tender or to reject any or all E-Tenders without assigning any reason thereof. Contact Person: Shri. A.V. Rakh, Executive Engineer, O & M division, Vidyut Bhawan, Anna Bhau Sathe Chowk, Nanded Urban Dist-Nanded. Phone No-7875764405.

Executive Engineer
Nanded Urban- Division

INSTRUCTIONS TO THE E-TENDERER

1. SCOPE OF BID

The Maharashtra State Electricity Distribution Company Ltd. (M.S.E.D.C.L.), represented by the Executive Engineer RSD-I Sub- Division (hereinafter referred to as "the Employer"), wishes to receive bids through **E-Tender** providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with the fuel** for **RSD-I Sub- Division** office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division. **The details of the works to be carried out will be as per the Annexure shown in the Commercial Bid. The work should be executed till completion of Tender Order amount.** Bids shall be complete and cover all Works described in the Commercial Bid. Partial bids, or bids which do not cover the entire scope of the project will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be rejected.

2. ELIGIBLE BIDDERS

The bidder has to submit following documents **On-Line, failing which their bid will not be considered for evaluation.**

- The vehicle should be registered as public service and should have a valid contract Taxi permit and full comprehensive insurance including passengers. Hired vehicle should not be older than 5 years at any time of contract.
- The preference will be given to bidders who have the experience of the Tendered work.
- Experienced bidder should submit the copies of work orders received/executed by him.
- Copies of work orders with completion Certificate should be submitted, failing which, Their experience claims will not be considered for evaluation. (On-Line Only)
- BG / DD drawn towards EMD. (On-Line + Physical)
- Copy of PAN Card. (On-Line Only)
- Copies of Registration Certificates for GST etc. as may be applicable as per the relevant acts. (On-Line Only)
- Condition of vehicle should be fairly comfortable.
- Duly filled & signed **Sample Form-A, B & G.** (On-Line only).
- Tenders are invited from reputed experienced registered Travel tenderers, who have executed works of same nature. Tender should be submitted in two bid system i.e. Technical and Commercial Bid. If technical bid is not qualified the commercial bid will not be opened .
- **The scope of work covered under this tender shall comprise of providing the said vehicle for Division officers of Nanded Urban Division.**
- The tenderer will have to deposit an amount of **Rs.3830** towards Earnest Money Deposit (EMD) by Demand Draft in favor of "MAHARASHTRA STATE ELECTRICITYDISTRIBUTION COMPANY LTD." of any Nationalized Bank payable at Nanded Urban to the Executive Engineer, MSEDCL Nanded Urban before submission or along with tender or Cash in RSD-I Sub- Division for above will be accepted and no interest will be paid on EMD. Tender submitted without EMD will not be considered.
- Tenderers must submit the sample forms attached along with tender form. . The tenderers shall also duly fill in the 'PARTICULARS OF TENDERS' and submit the related documents with their tender.
- The tender should be duly completed, sealed and super-scribed with the tender No. and EMD details on the top of the envelop will be accepted **on. 29.02.2024** up to **11.00** Hrs. and may be opened on DT 01.03.2024 **at 11.00** Hrs. if possible in the said office in the presence of tenderer or their representative. If representative is present, he should bear an authority letter from the owner of the vehicle.
- Tender, which do not fulfill any or all the conditions or are found incomplete in any respect, are liable for rejection.
- No tender will be considered for acceptance unless it is accompanied by the copy of Latest Income Tax return certificate submitted.

- Income tax, Service tax, GST & other taxes will be deducted from the tenderer's bill at the prevailing to applicable surcharge thereon of the gross value of the bill as per MSEDCL's rules unless the necessary exemption certificate from the concerned Authority for the purpose is to be produced well in time.
- If the vehicle is not owned by the firm, the copy of contract agreement with vehicle owner must be submitted.
- The vehicle should have prerequisite public carrier permit from statutory authorities. It should have built up body cabin and roof covered for rear side to protect from rains. Pickup vans under hire should be manufactured within 5 years.
- Any government taxes as per rules / status should be borne by tenderer such as work contract tax etc. No payment will be made by MSEDCL.
- The tenderer must check all formalities in respect of R.T.O. regarding registration of vehicle, payment of TAXES comprehensive insurance of vehicle, road permit, tourist permit, pollution certificate, fitness certificate etc. & all other liabilities as per Govt. rules prevailing during the course of time period of the contract.
- To obtain necessary "T" permit issued by the competent Authority for engaging vehicle on hire basis "PUC" (i.e. Pollution under control) test certificate shall be obtained at specified intervals by the owner.
- The tenderer has to maintain the hired vehicle in a good condition to try on the road safely.
- In the case of accident while the vehicle is on duty with MSEDCL, the tenderer shall be liable in case of court awarding any compensation amount to person met with an accident, and the MSEDCL shall not bear any responsibility in such matters.
- Driver provided by the tenderer for the hired vehicle shall be sufficiently experienced to drive on the road safely and shall possess necessary driving license issued by competent Authority of Govt.
- The MSEDCL shall not be responsible for driver's liabilities such as accident compensation, wages, accommodation & other facilities if any.
- It will not be binding on the MSEDCL to provide parking space for hired vehicle inside or outside the MSEDCL's premises after duty hours.
- The driver provided with hired vehicle should possess valid driving license issued by the RTO/Government.
- The driver of hired vehicle shall maintain a vehicle diary indicating time of arrival for duty in the morning, all the movements during the day & time of closure of duty period. The driver shall also indicate Kms. Usage from place to place and should obtain the signature of the user of the vehicle regularly from time to time. Also Driver should follow the instructions given by concerned officer of the MSEDCL time to time.
- The fuel cost, oil, lubricants and maintenance will be borne by tenderer.
- The work period will be abided around 24 hours, as required by the controlling authority. If contractor unable to provide the vehicle as per officers requirement per day fine of Rs.100/- will be charged.
- Preference will be given to latest model.
- Along with bill you should submit the photograph of vehicle meter reading of last day of every month.
- Right to reject any or all tender without assigning any reason thereof is reserved by the undersigned.

TERMS AND CONDITIONS OF CONTRACT

A VALIDITY OF RATES:

Accepted Rate will be valid for period of 360 days, from the date of issue of the order / Commencement of the work, or exhausting of the order amount, whichever is later. The order is to be placed to the Contractor, for fixed amount and therefore, the work shall be limited to ordered value up to exhausting of order amount.

B SECURITY DEPOSIT

B-1 The Contractor has to pay 10% of the contract value as a Security Deposit to MSEDCL before commencement of the work, within 07 days from the receipt of the order, in Cash/Demand Draft / Bank Guarantee.

The same 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.

B-2 The Bank Guarantee in prescribed form, from any Nationalized Bank or Scheduled Bank valid for 12 months will be acceptable against Security Deposit.

However, such Bank Guarantee shall be submitted to the Executive Engineer Nanded Urban Division and got approved before commencement of the work.

The same will be returned to the contractor, after expiry of the schedule period of the order, & completion of the order successfully.

B-3 If any risk against recovery will have to be claimed against the Bank Guarantee under the contract, the same shall be claimed by MSEDCL to the concerned Bank. Failure to recovery of risk through Bank, the provision as per the rules and laws will be enforced by MSEDCL at the cost and Risk of the Contractor.

C. EFFECT OF CONTRACT

The contract shall be considered as having come in to force from the date of Notification of Award **i. e. from the date of issue of LOA.**

D. COMMENCEMENT OF WORK:

The Contractor shall commence the Works as soon as reasonably possible time after the receipt of a letter of award and in consultation with Executive Engineer, Nanded Urban Division. The works shall be carried out under the supervision and entire satisfaction of Executive Engineer, DO, Nanded Urban and Concern SDO/ other nominated representative of MSEDCL.

E. SCOPE OF CONTRACT:

The Scope (herein referred to as "The Works") of contract shall include providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel** for **RSD-**

I Sub- Division office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division

F. LIQUIDATED DAMAGES FOR LATE DELIVERY:

- In case of breakdown of the vehicles it is to be replaced by other one immediately or not more than one hour in case of non-availability of suitable vehicle a penalty of Rs. 100/- may be imposed in addition to deduction on pro-rate basis for the period if the number of break down exceed three times in the month a penalty of Rs. 200/- per break down shall be imposed.
- In case the work is not completed within the period stipulated in the order, contractor will be liable to pay, at the discretion of the competent authority of the Company, the liquidated damages @ 1/2% per week or part thereof subject to a maximum of cumulative ceiling of 10% (Ten Percent) of the order value.

- Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the contractor for which documentary evidence shall be produced to the satisfaction of the Competent Authority of the Company.
- The Company shall be entitled to deduct/recover the amount of liquidated damages from the current bills payable to the contractor or any other amount due or payable to him against this or any other contract.

G. ASSIGNMENT AND SUBLETTING OF CONTRACT:

The contractor cannot assign or sublet the contract or any part thereof.

H. WORK DETAILS:

The work is to be executed for providing of vehicle (Sumo / Jeep or equivalent) with driver on per day hire basis along with fuel for RSD-I Sub-Division office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division.

The work has to be carried out under the supervision & guidelines issued by Executive Engineer, DO, Nanded Urban and respective SDO.

J OTHER CONDITIONS:-

- In case the contractor failed to provide the vehicle in stipulated time the EMD will be forfeited.
- The contract or any part thereof shall not be changed without the permission of accepting authority.
- The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen Compensation Act 1923 (Vol- 1923) (herein after called the said act for injuries caused to workmen.)
- The contract shall comply with all the laws and statutory regulation dealing with employment of labour such as payment of wages Act 1923 the minimum wages ACT 1938. The workman compensation Act 1923, the contract labour (Regulation and Abolition) Act 1970, the employee liability Act 1938, the industrial dispute Act 1947, the maturity benefit Acts 1961 etc. in the employment of his labour and obtain licenses, wherever required and maintained all the required and prescribed records in this connection.
- The fuel for the hired vehicles will be supplied at Company's cost.
- The vehicle should be kept in good condition.
- The Lubricants, Engine oil, repairs during the order period will be born by you and the expenses occurred for the same will be at contractors account.
- The work period will be abided around 24 Hrs as required by the controlling authority. If contractor is unable to provide the vehicle as per officers requirement per day fine of Rs.100/- will be charged.
- The Driver should have valid permanent license. All the taxes, insurance of vehicle should have paid up to date and subject to payment of road tax renovation after date of expiry.
- In the case the vehicle is not called on any day the hiring charge shall not be paid.
- Daily log book i.e vehicle dairy should be maintained as per the directives of the concern in charge Engineer and will have to be produced along with the monthly bill.

It should have following columns:

1.Date 2.Starting time 3.To whom sent 4.starting Km reading 5.Run details 6.Closing time 7.Closing Km reading 8.Desel supplied 9.Sign of officer incharge

It will be the responsibility of vehicle to maintain the vehicle dairy

- The establishment charges of the vehicle driver i.e. salary wages, over time, public off, accident risks etc. will be at Bidders account.
- The hiring of vehicle will be subject to company's rules & regulation implemented from time to time.
- R.T.O. liabilities will be at your account.

- The total expenditure against the hire charges and fuel costs should not exceed than the provisions of the MSEDCL. The limits of the expenditure of vehicle will be monitored by engineer in charge
- No other charges on account of minor repairs, extra run, halting charges will be paid.
- The liability under relevant section of Motor vehicle Act 1968 and IPC causing death or permanent disability developed due to the vehicle supplied by contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law. All the liability against statutory provisions and loss / damages due to accident / theft or any other cause will be vehicle owner's responsibility.
- The contractor shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving .MSEDCL shall not negligent, rash and impetuous driving which is an offence under section 29 IPC and any loss causing to MSEDCL have to be suitable compensated by contractor.
- The validity of Fitness certificate, validity of contract Taxi permit of the vehicle will be verified before issuing the detailed work order.
- Partnership deed or proprietor's ship deed or articles/ memorandum of Association as the case may be latest annual account should be submitted with the offer.
- Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to MSEDCL as and when demanded.
- In case of breakdown of the vehicles it is to be replaced by other one immediately or not more than one hour in case of non-availability of suitable vehicle a penalty upto Rs. 100/- may be imposed in addition to deduction on pro-rate basis for the period if the number of break down exceed three times in the month a penalty of Rs. 200/- per break down shall be imposed.
- Parking and Toll charges if any may be claimed by producing the parking / Toll receipts.
- The vehicles are to be engaged on hire basis from date of issue of LOA.
- For qualification of bid documents will be verified as per tender notice.
- All relevant documents required under M.V.Act in force shall have to be produced before the Executive Engineer, DO, Nanded Urban

K. SUBMISSION OF BILLS:

- i. After completion of every month, the Contractors shall submit the bills to concern Office along with Service Entry Sheet in ERP. The daily Log sheet of the vehicle must be submitted with the bill.
- ii. The Contractor shall be directly responsible for payment of wages to his workmen.
- iv. The bill should indicate PAN No/GST/ (TIN & Sales Tax No –if applicable).
The Company shall not be responsible for delay in payment of bills, if the contractor fails to comply with any of the above requirements.

L. PAYMENT OF BILLS:

MSEDCL will make payment within reasonable time after submission of bill as per MSEDCL rules & as per availability of funds through RTGS System. No interest or penalty will be payable by MSEDCL due to late payment of bills. Recorded Service Entry Sheet along with Bills in triplicate should be submitted to this office on monthly basis. Income tax and GST (If applicable) will be deducted from the bills as per the prevailing rules.

M. TERMINATION OF CONTRACT:

In case the contractor fails to complete the work within the contract period, the Company shall exercise its discretionary powers either-

- a) To recover from the contractor the liquidated damages as provided in the condition No. F of the "Conditions of Contract".
- b) To complete the work from elsewhere, after giving due notice to the contractor on account of his failure, at the risk and cost of contractor.

c) To cancel the contract reserving Company's rights to recover damages.

Notwithstanding that the powers under (a), (b) and (c) referred above are in addition to the right and remedy available to the Company under the General Law of India relating to the contract.

N. JURISDICTION:

Any disputes or differences arising under out of/in connection with this contract/ tender shall be subject to the exclusive jurisdiction of courts in Nanded Urban only.

O. AGREEMENT:

Stamped agreement for the work contract will have to be executed by you at your own cost on the stamp paper of Rs.100/- within 14 days if order is placed with you.

P. INCOME TAX:

Income Tax at source would be deducted from bills as per rules.

Q. CONTRACT PERIOD:

a. The period of this contract will be maximum up to expiry of Tender value and minimum up to continuation of recovery unit i.e 01.04.2024 to 31.03.2025.

b. The decision of the Executive Engineer in connection with Operating Schedule and instruction will be final and binding to the Agency.

No Other Usage of vehicle: The vehicle once hired by the MSEDCL normally should not be used for any other purpose during off days and duty hours.

R. SPECIAL CONDITIONS:

a. In addition to above terms and conditions, the USD-Sub- Division office may include special conditions for work 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.

S. In addition to condition mentioned here in the General Terms & Conditions MSEDCL will not applicable for this tender.

T. All rights are reserved with this office to accept or reject any or all the offers without assigning any reasons thereof or to terminate the contract at any stage without assigning any reasons.

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

Date:

Place:

Signature of the Contractor

Name: Address:

LETTER TO THE TENDERER

To,

M/s (Full Name of Agency & Add.),

Dear Sir,

Please quote your lowest rates for, providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel** for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division as detailed in attached schedule and submit on line the necessary tender documents duly filled in, signed .

You are also requested to note the conditions of the Tender before submitting your offer.

Thanking you.

Yours faithfully,

Executive Engineer,
Nanded Urban Division

LETTER TO THE EXECUTIVE ENGINEER

To,
The Executive Engineer,
MSEDCL (O & M) Division,
Nanded Urban.

Dear Sir,

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

I/We hereby agree to keep this offer open for 360 days after the due date of the tender and shall be bound by the communication of acceptance dispatched within the prescribed time.

Thanking you.

Yours faithfully,

Seal and Signature of the Tenderer

Name of the Tenderer

Address of the Tenderer:

UNDERTAKING

I/We, hereby submitting undertaking for the work of providing of vehicle (Sumo / Jeep or equivalent) with driver on per day hire basis along with fuel for RSD-I Sub Division office for the period 01.04.2024 to 31.03.2025 under Nanded Urban Division. The works specified in Tender specifications and conditions of this Tender, are accepted. I/We hereby agree to abide by and fulfill, with all terms and conditions of the tender.

If default where I/We overruled any condition then we are responsible to pay to the MSEDCL the sum of money as mentioned in the tender conditions.

Seal & Signature of the Tenderer

Date :

Place:

SAMPLE FORM - A**Tender No-EE/UDN/TS/T-09/2024-25**

Contractor's Personal Information.

S.N.	Particular	To be filled by the tenderer
1	Name of the bidder	
2	Address of the bidder	
3	Telephone- Office	
4	Fax- office	
5	E-mail	
6	Contact person	
7	Constitution of firm	
8	Full name of proprietor who is authorized to sign the tender documents and agreement bonds Full address	
9	E-Tender purchase Cost M.R./D.D. No. & Date	
10	EMD paid details B.G. /DD No. & Date	
11	Copy Of All India Taxi permit / Goods permit	
12	Terms of payment (The terms of Payment will be as per tender condition;	
13	Value of work orders received/executed in past Three financial years, <u>If available.</u>	
14	Work Done Certificate with order copies (If Available)	
15	Copy Of PAN Card Submitted.	
16	GST Registration Certificate No. (If available)	
17	. Agreed Terms of the Tender- Time limit for providing of work: Ready to pay the Security Deposit: as per condition.	
18	Ready to work on lowest Offered rates (Yes/No):	
19	Power of Attorney (If desired)	

20	Information regarding Current Litigation	
21	Bank Details with Account No & Address	

NOTE: Please attach certified true copies of all registration/approval.

SEAL AND SIGNATURE OF TENDERER

SAMPLE FORM - B

Instruction: This information is required to be filled by tenderer and submitted along with tender documents. No point should be kept blank. If this information is not given along with the tender documents then it will be presumed that the information submitted by tenderer is incomplete.

QUESTIONNAIRE TO E- TENDER

Sr. No.	Particulars	Comments of the Tenderer
1.	Valid Copy Of contract Taxi permit	Yes / No
2.	Whether agree to pay liquidated damages for delay as per conditions of contract	Yes / No
3	Whether agree to pay the required amount of Security Deposit as per conditions of contract .	Yes / No

20

Seal & Signature of the Tenderer

4	Type of Concern: Whether the unit is Proprietary / Partnership/ Private Ltd. or Limited Company. Please furnish the documentary evidence for the same.	
5	Past Performance: As mentioned in (<u>INSTRUCTIONS TO THE E-TENDERER</u>) (Please enclose copies and give details of orders executed)	Yes / No
6	GST Registration Certificate No (If available) (Please furnish the copies of the above certificates)	Yes / No
7	Validity of offer: Offer is valid for 360 days from the date LOA.	Yes / No
8	Copy of PAN Card	Yes / No
9	Whether registered with M.S.E.D.Co.Ltd	Yes / No
10	Any other information:	
11	Bank Details with Account No & Address	

SAMPLE FORM –C

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

WHEREAS, (Name of bidder) (herein called “the Bidder”) has quoted on line his bid dated _____ for the Contract No. -----Dated-----for_____. Project. (Here in after called “the Bid”). KNOW ALL MEAN by these presents that We (name of Bank) having our registered office at _____ (hereinafter called “the Bank”) are bound unto Maharashtra State Electricity Distribution Company Ltd, Maharashtra State, India (hereinafter called “the Employer”) in the sum of _____for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ____day of____ 2023.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity and
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required; or
 - b. Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

We hereby agree un equivocally and unconditionally to pay at ----- within 48 hours, to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed

by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the deadline for bid validity as per Clause No. (.....) of the instructions to Bidders or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE_____ SIGNATURE OF AUTHORISED SIGNATORY _____

Name and Designation:

Seal of Bank

Bank Address:

WITNESS:

(Signature)

Name & address:

SAMPLE FORM -D

LETTER OF ACCEPTANCE

By Regd Post A/D

Date

Tender No-EE/UDN/TS/T-09/2024-25

To: _____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated _____ for providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel** for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under RSD-I Sub- Division as defined in the bid document for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 14 days and sign & submit the registered contract agreement (under Mumbai Stamp Duty Act 1958 clause 63.) within 7 days from the date of this letter.

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

Yours faithfully,

Signature

Name

Title

Employer

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

Copy to:

1. The Add. Executive Engineer- Nanded Urban Division.
2. The Dy. Manager (F&A), MSEDCL, Nanded Urban Division

SAMPLE FORM – E**FORM OF CONTRACT AGREEMENT**

This agreement made this ____ day of _____ 2024, between the Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, RSD-I Sub- Division Pin - 431517 (hereinafter called “the Employer”) of the one part an _____ of _____ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the work of providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel** for **RSD-I Sub Division** office for the period 01.04.2024 to 31.03.2025 under RSD-I Sub- Division should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

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.

1. The following documents shall be deemed to form and read and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ dated _____
 - (d) The Bid dated _____
 - (c) The Conditions of Contract (Annexure A, B, C)
 - (d) The Completed Schedules, and
 - (e) The Contractor’s Proposal.
2. 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.
3. 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 Rs.3.588 **lakh/-** or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

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

Authority signature of Contractor

SEAL

In the presence of:

Name _____

Signature _____

Address _____

Authority signature of Employer

SEAL

In the presence of:

Name _____

Signature _____

Address _____

SAMPLE FORM – F**SECURITY DEPOSIT (BANK GUARANTEE)**

- (1.To be executed on Rs.100 non-judicial stamp paper purchased in the name of issuing Bank.
2. This Guarantee shall be valid until the date of issue of the Completion Certificate.)

To,
The Executive Engineer,
M.S.E.D.C.Ltd. Division Office
Nanded Urban.

WHEREAS M/s -----(hereinafter called “the Contractor”) has undertaken, in pursuance of **E-TENDER NO. EE/UDN/TS/T-09/2024-25** for providing of vehicle (**Sumo / Jeep or equivalent**) with driver **on per day hire basis along with fuel** for **RSD-I Sub- Division** office for the period 01.04.2024 to 31.03.2025 under RSD-I Sub- Division defined in the bid document.

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

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

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

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

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

This guarantee shall be valid up to & including date _____.

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank _____

Address _____

Date _____

In witness whereof the surety has executed this deed in presence of
WITNESS: (Signature)

Name and Address.

DETAILS OF VEHICLE:

A	Make/Model/Type	
B	Registration No.	
C	Year of Manufacture	
D	Average of Vehicle	
E	Seating capacity as per R.T.O. Permit	
F	Nature of Fuel used for vehicle (Petrol/Diesel)	
G	R.T.O. Permit No.	
H	Insurance Details	



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. (O & M)
DO Nanded Urban
Commercial Bid

Tender No. EE/UDN/TS/T-09/2024-25

**Hiring of vehicle for Dy. Exe. Engineer, RSD-I Subdiv, Nanded Urban Division,
MSEDCL, Nanded.**

Name of Contractor/Bidder: -

MSEDCL SAP Vendor Code: -

Details of Vehicle: Make: -

Model: -

Reg. No: -

We are / I am ready to engage my vehicle on hire basis as below:

Sr. No.	Particulars	Rates inclusive of Diesel/Petrol/lubricating oil & all other charges, incidentals, taxes, driver wages etc.	Maximum Limit of Expenditure per month (Inclusive fuel and all other charges and exclusive of Taxes & Toll) in Rs.
1)	Rate per day (for 10 working hours per day) as & when vehicle is called for duty daily basis in Rs./day up to XXX km/month	Rs._____Per Day	Rs. 31900/- p.m.
2)	Overtime beyond 10 Hrs. duty Rs./Hr.	Rs._____Per Hour	
3)	Night Halt charges (Beyond prescribed H.Q.) (Either OT or Halting charges whichever lower is applicable)	Rs._____Per Halt	
4)	Extra rate for running above 2000 Km/month in Rs./km	Rs._____Per Km	
5)	Milage KM/per Liter	-----Per KM	

Note: Rates excluding GST (As applicable)

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401805 Exp on vehcle/taxi hiring	ADM 018	Days	996601	1		null

Required Documents (To be uploaded online)				
--	--	--	--	--

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	40401805 Exp on vehcle/taxi	As per tender documents
2	Technical Doc	Technical Section	40401805 Exp on vehcle/taxi	As per tender documents
3	Commercial Bid	Commercial Section		As per tender documents