

Tender Details		10-01-2024 09:42:43
Tender Code	SE/DHR/HR/T-18HR/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	providing skilled manpower on Outsourcedbasis against vacancy of Technician, Operator in Tuljapur division under Dharashiv Circle	
Estimated Cost (In Lakhs)	387	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Dilip Patole , 7875762169 ,amhrosmanabad@gmail.com	
Pre-Qualifying Req	AS PER TENDER CONDITIONS	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Human Resource Department	
Office Type	CIRCLE	
Location Type	Dharashiv Circle	
Designation	Manager(HR)	
Pre-Bid Meeting Address	Office of the Superintending engineer, Maharashtra State Electricity Distribution Co. Ltd. (O&M Dharashiv circle) Dist-DhrashivPin:413501 Telephone :(02472-227552) Email: seosmanabad@mahadiscom.in	
Bid Opening Address	ONLINE	
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	11-01-2024 00:00	
Tender Sale End Date	18-01-2024 14:00	
Bid Start Date	11-01-2024 00:05	
Bid End Date	18-01-2024 16:00	

Pre-Bid Meeting Date	15-01-2024 00:00
Techno-Commercial Bid opening on	18-01-2024 18:00
Price Bid opening on	22-01-2024 12:00
Annexure C1 Opening Date	NA
Winner Selection Date	24-01-2024 12:00
Can Bidder Opt EMD Exemption	N

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



(A Government of Maharashtra Undertaking)

CIN NO.:U40109M1-120055GC153645

STANDARD BIDDING DOCUMENT

For Outsourcing of Contracting agency.

(SE/DHR/HR/T-18/2023-24)

<https://etender.mahadiscom.in>

Office of the Superintending engineer,

Maharashtra State Electricity Distribution Co. Ltd.

(O&M Dharashiv circle)

Dist-DharashivPin:413501

Telephone : (02472-227552)

Email: seosmanabad@mahadiscom.in

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SECTION - I

BID INVITATION

1. **Introduction** The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), represented by the Superintending Engineer, O&M circle, Dharashiv intends to appoint Agencies for ***providing skilled manpower on Outsourced basis against vacancy of Technician, Operator in Tuljapur division under Dharashiv Circle.***
2.
 - A . T h e Superintending Engineer, O&M circle, *Dharashiv* on behalf of MSEDCL, invites eligible bidders to submit a bid in accordance with the provisions of this Tender Document. In this Tender Document, the term "Bidder", which expression shall, unless repugnant to the context, include all parties who have submitted bids in response to this Tender Document within the stipulated time.
 - B . The Bidders shall submit the bids in two parts by following e-tendering process as described in this bid document. First part comprises of the technical bid and the second part comprises of the financial bid in accordance with this Tender Document.
 - C . Bidder should upload the Financial bid document separately and not along with the technical bid. In case uploaded together, the bid shall be rejected and the bidder shall be disqualified from the bidding process.
 - D . In terms of the Tender Document, a Bidder will be required to deposit, along with his Bid, a bid security as Earnest Money Deposit (EMD).
 - E . MSEDCL will open the technical bids of all the bidders together. Financial bids will be opened only of technically qualified bidders.
 - F . The Bidders Names, Bid prices and such other details as considered appropriate by the MSEDCL will be announced at the time of opening of the Price bids.

Note:

1. **The date & time of opening of Financial Bid will be informed by an E-mail.**
- 2 **The work order is for a period of 12 (Twelve) Month.**
- 3 Eligible bidders shall upload the Bids through e-tender portal of MSEDCL: <https://etender.mahadiscom.in>.
4. Details can be obtained from <https://www.mahadiscom.in>

BID INFORMATION

1	Tender Reference No.	SE/Dhr/HR/T- 18/2023-24
2	Sale of Tender Form on web link	From 11/01/2024-00.00Hrs to 18/01/2024 Up to 14.00 Hrs
3	Last date & Time for submission of Bids	18/01/2024, 16:00Hrs
4	Date of Pre-Bid Meeting	19/01/2024, 11:00 Hrs
5	Date & Time of opening of Technical Bid	19/01/2024, 17:00 Hrs
6	Date & Time of opening of Financial Bid	Will be intimated by email to only such bidders who qualify the technical criteria
7	Address for communication and Venue for Tender opening	(seosmanabad@mahadiscom.in).only Communication to this email id would be valid communication. Tender will be opened online.
8	Tender processing fee	Rs. 5,000 + 18% GST as applicable (Non-refundable & Non Transferable)
9	Earnest Money Deposit (EMD)	© Rs.1,93,500/- as a Bank guarantee
10	Performance Bank Guarantee (in lieu of Security Deposit)	The successful bidder shall furnish the Performance Bank Guarantee within 14 calendar days from the date of issue of the offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of 19,35,000/- (Calculated @ 5% of annual estimated value as per Annexure C) denominated solely in INR issued either by a Nationalized or Scheduled Bank located in Maharashtra and payable at <i>Dharashiv</i> and valid for the period of 2 years from the date of order.

SECTION-II INSTRUCTION TO BIDDERS

1. **Scope** The Scope of work order is as below:

Providing skilled man power as mentioned below on outsourced basis for carrying out the jobs as mentioned below for a period of 12 Months *in Tuljapur division under Dharashiv Circle of Latur Zone.*

Jobs:-

- A. Skilled Labour - Electrical Assistant (Technician and Operator)** for Sub Station & Line maintenance Work. (See Pg. No. 13 for qualification & **Experience** of labour)
- B. Skilled Labour - office Assistant (clerical)** for office Work. (See Pg. No. 13 for qualification & **Experience** of labour)

The Bidder should be able to provide the manpower as mentioned in **Annexure B**

- 2. **The selected bidder shall establish his office within the jurisdiction of the Dharashiv circle office initiating the bids for attending the emergency services.**
- 3. **Eligibility and Qualifying criteria:** The Tender is open to individual bidders who satisfy the qualification criteria given in the bidding document with respect to their experience and financial capabilities as stated below:

A. Technical Qualifications:

- i. **The bidder should have a minimum of three (03) years of experience of providing manpower on outsourced basis to Public Sector Undertakings.**
- ii. **The Bidder shall be a agency registered under the Contract Labour Act 1970, and who has executed works of similar nature in any public sector during last three years for value equal to 50% of present contract i.e. Rs. 1,93,50,000 under single contract**

OR

- iii. **Under two contracts each of which should be equal to at least 30 % of the present contract i.e. Rs. 1,16,10,000/-**

OR

- iv. **Under three contracts each of which should be equal to at least 20 % of the present contract i.e. Rs. 77,40,000/-; in any Public Sector undertakings.**

- v. **Preference will be given to Maharashtra State based bidders having their office in local area. Office in the state with an undertaking that a branch office will be opened in the jurisdiction on award of contract.**

B. Financial Qualification:

- (i) **The bidder shall have a 10% net worth of tender value.**
- (ii) **The bidder shall have Average annual turnover of Rs. 1,93,50,000/- as per last 3 financial years.**
- (iii) **The bidder should submit the copies of last three years income -Tax Returns along with a valid PAN and GST Number. (Financial Year 2020-21, 2021-22, 2022-23)**

C. Other Requirement:

- (i) The Bidder should have a valid PF & ESI Registration Certificates.
- (ii) The Bidder should take Group Insurance Cover as per employee compensation act for his Employees where ESI is not applicable.

4. Submission of Bid: Bids must be uploaded by the bidder through e-tender process not later than, the time and date, specified in the invitation for Bids. The MSEDCL may, at its discretion, extend this deadline for submission of bids by issuing an addendum.

The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder.

The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in entire bid document including financial bid containing price proposal.

The bidder must submit their offers in the Price Schedule/ Financial Bid (Annexure—C). The Service Charge/Profit (in percentage) Per Person Per Month is to be shown separately in Annexure —C (Column D).

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

A. Part-I: Technical Bid: Bidder shall submit relevant certificates to demonstrate the financial, technical capabilities & eligibility criteria as prescribed in this Tender Document. In this regard, the Bidder shall upload required documents/ information for technical and financial evaluation.

B. Part-II: Financial bid

- i. The bidder shall submit the Financial Bid/ Price schedule (Annexure C).
- ii. Prices shall be quoted in Indian Rupees only.
- iii. Any Financial Bid uploaded with conditions different from the tender specifications will be rejected.

C. Related Documents: The bidders should refer to the checklist given in Annexure --- before submission of the bids. List of documents are as follows:

- i. Firm's Profile at a Glance (Annexure A-1)
- ii. Financial Status (Annexure A-2)
- iii. Experience (Annexure A-3)
- iv. Form of Earnest Money Deposit I Bid Security

The Bidder shall also upload copies of

- i. Central and State GST, Prof. Tax registration Certificate.
- ii. PAN card.
- iii. Income Tax returns of previous three assessment years. With profit loss account & Balance Sheet.
- iv. PF& ESI Registration Certificates.
- v. Labour license.
- vi. Experience Certificates

All the bids must be accompanied by EMD as specified in the Tender Notification and uploaded on or before the prescribed date and time. Bids submitted without EMD will be summarily rejected. Bidder shall upload the required documents through electronic mode only, as part of their proposal.

MSEDCL may reject the offers of the bidders who quoted at par or below estimated rates. The Profit Percentage should not be quoted by the bidder @ less than 1% and greater than 5% as mentioned in Annexure C.

D. Sealing and Marking of Bids: The bidder shall scan all the documents forming part of the bidder's Technical Bid and Financial Bid and convert the same into PDF format.

- i. The size of the Technical Proposal/Financial Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document **exceeds** 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be **numbered** as "Outsource_(Number & Name of Document).pdf".
- ii. These files shall be digitally signed using the software provided **by MSEDCL** during registration of the bidder.
- iii. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.
- iv. Bids sent by any other mode like in person, post, e-mail will not be considered & will be rejected.
- v. MSEDCL may at its discretion, require any Bidder to submit the hard copy of any of the document submitted by the bidder on e-tender platform.
- vi. Bids shall be complete and cover all Works described in the Financial Bid/ Priceschedule as per Annexure C.
- vii. Partial bids, or bids which do not cover the entire scope of the works will be treated as incomplete and "not responsive" to the terms and conditions of bidding and shall be liable for rejection.

E. Bidders are not allowed to participate in the bid on consortium basis.

F. Security Deposit is 5% (Five Percent) of the Contract Value.

5. The work order is not transferable and no subletting is permissible. MSEDCL reserves its right to reject or accept any or all the bids, wholly or partly, without assigning any reason thereof.

6. Language of Bid: The Bid shall be uploaded only in English Language. Supporting documents and printed literature which are in any other language shall be accompanied by an accurate translation in the English language, duly authenticated and certified by the bidder.

7. Period of Validity of Bid: Bids shall remain valid for a period of 60 days after the date of opening of Technical Bids. A Bid valid for a shorter period shall be rejected by MSEDCL as "non-responsive",
In some circumstances, MSEDCL may solicit the Bidder's consent to extend the period of validity. 'The consent for extension, if any, shall be given in Writing. The EMD provided, under clause 10 of Section - II, shall also be suitably extended. A Bidder extending the bid validity will not be permitted to modify his original bid.

8. Opening and Evaluation of Proposals: Only bids conforming to minimum eligibility criteria as laid down in para 3 above and found to be technically responsive will be taken up for further evaluation. During evaluation of Bids, MSEDCL, may, at its discretion, ask the bidders for clarification of their, proposals.

Opening of Pre-Qualification cum Technical Bid MSEDCL will open the Technical Bid as per date and time stated in Table No. 1.

A. Examination of Technical Bid and Determination of Responsiveness:

MSEDCL shall evaluate the Bids submitted by bidders **for** detailed scrutiny. During evaluation of Bids, MSEDCL, may, at its discretion, ask the bidders for clarification of their proposals.

B. Clarification of Technical Bid and Contacting MSEDCL:

- i. MSEDCL can seek any clarification / document required for assessment of technical bid before opening the Financial Bid. The bidder should submit the clarification and the same shall be uploaded on the portal and sent by e-mail. The period for submitting documents on clarification of Technical Bid shall be two (2) working days.

Any effort by the bidder to influence MSEDCL in any manner may result in the rejection of the bidder's bid and forfeiture of the bid security (EMD/ PBG) in accordance with the provisions,

- C. **Examination of Final Bid:** The "Financial Bids" of only those bidders shall be opened, who qualify the "Prequalification **cum Technical Bid**". The financial bids of the eligible bidders shall then be evaluated in the manner prescribed below.

- i. The evaluation for lowest offer will be done based on the percentage rates quoted by the Bidders and L-1 Bidder shall be determined by MSEDCL, at its sole discretion..
- ii. In case rate quoted in words and figures are different, the lowest of the two shall be considered (i.e. which is beneficial to MSEDCL)

- 9. **Issue of LoA:** Upon determination of the L 1 bidder MSEDCL will issue LoA to him.

10. Earnest Money Deposit (E.M.D.):

- A. The Bidder shall furnish along with the Technical Bid, an E.M.D. of value calculated 0.5% (Half Percent) of the Contract Value as stated in Table no. 1 without which it shall be rejected by MSEDCL as non-responsive,
- B. The E.M.D. of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- C. The E.M.D. of the unsuccessful bidders will be returned immediately after issue of LoA to the successful bidder.
- D. If a Bidder withdraws his Bid during the period of its validity specified by the Bidder on the Bid Form, its E.M.D. will be forfeited.
- E. If the successful Bidder fails to furnish Performance Bank Guarantee in accordance with Clause 19 of Section - II, its EMD will be forfeited.
- F. EMD exemption will be applicable as per GoM Notification on the subject.

11. Amendment to Bid document:

- A. At any time prior to the deadline for submission of bids, MSEDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents by issuing a suitable addendum.
- B. Any addendum thus issued shall be treated as part of the Bid documents pursuant to Sub-Clause 11(A) above and shall be communicated through the website: - <http://iworks.mahadiscominietender.tender>

12. Acceptance or Rejection of Bids:

- A. MSEDCL reserves the right to accept or reject any bid or all the bids and to annul the bidding process, without assigning any reason
- B. Incomplete Bid or Bid with incomplete information/documents or bid which is not substantially responsive, as determined by MSEDCL, are liable to be rejected.

13. Performance Bank Guarantee (PBG) In lieu of Security Deposit:

- A. The successful bidder shall furnish the Performance Bank Guarantee **as per Annexure C**, denominated in INR claimed and payable at Dharashiv. issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 2 years from the date of LOA.
- B. Prior to making a claim under the Performance Bank Guarantee, MSEDCL or MSEDCL representative may notify the Contractor stating the nature of the default for which the claim is to be made.

14. Forfeiture of Performance Bank Guarantee

- A. The performance Bank Guarantee submitted in lieu of security deposit specified in the clause 21 will be liable to be forfeited if The contractor fails to provide outsourced person after issue of work order
- (ii) The LOA contract is terminated due to the reasons attributed to the contractor.
- (iii) Any effort by the bidder to influence MSEDCL in any manner may result in the rejection of the bidders bid and forfeiture of the bid security (EMD/ PBG) in accordance with the provisions

15. Corrupt or Fraudulent Practices

- A. MSEDCL will reject a proposal for LOA if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the work order in question;
- B. MSEDCL will declare a firm ineligible, either indefinitely or for a specific period of time, for award of MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, MSEDCL Assignment.

16**Change in Laws and Regulations** If, 07 (seven) days prior to the date of Bid

Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India that subsequently affects the costs and expenses of the Contractor, the Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

MSEDCL reserves the right to forfeit the work order by giving 3 months notice to the contractor/ to whom the LoA (Letter of award) is issued.

SECTION - III

GENERAL TERMS & CONDITIONS

11) The following terms and conditions are applicable to the Contractor and the Principal Employer. Few definitions are as below:-

A. "Letter of Award" means the formal acceptance by MSEDCL of the tender.

B. Dates, Times, Periods and Documents

- i. **"Commencement Date"** means the date of issue of work order/ letter of award by the concerned superintending Engineer/the Authority.
- ii. **"Period of work order"** means the period from the Commencement Date to the Date of Completion of period of work order.

Documents

a. "Employer's Requirements" means the description of the scope, standards of work, as included in the Letter of Award/Work order. The Terms and Conditions, Technical Specifications and all other information contained in the Bid documents form an integral part of MSEDCL requirements. There can be any modifications/specifications in the work order.

b. Priority of Documents The documents forming the work order are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, MSEDCL shall issue any necessary clarification or instructions to the Contractor, and the priority of the documents shall be as follows: •

- a. The Letter of award ;
- b. The Bid (accepted Price Proposal);
- c. The Terms & Conditions of work order ;
- d. MSEDCL Requirements and
- e. The Contractors **Proposal**

C. Money and Payments "Price" means the sum stated in the Letter of award as payable to the Contractor for the execution, of the Works /Services.

D. Persons

- i. **"MSEDCL"** means Maharashtra State Electricity Distribution Company Limited; a company incorporated under the Company's Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board **having its** registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- ii **"MSEDCL Representative"** means the person appointed by MSEDCL to act as Representative and named as specified, or other person appointed from time to time by MSEDCL and notified as such to the Contractor.
- iii. **"Contractor/ Agency"** means the entity supplying the manpower services.
- iv. **"Contractor's Representative"** means the person (if any) named as such in the work order or other person appointed from time to time by the Contractor.

E. Communications

Wherever provision is made for giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.

- ii. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication
- iii. If the Contractor wants to submit any claim, reply to termination notice, any grievance regarding terms & conditions of work order etc., he should hand over the same to the Superintending Engineer / Nodal officer only, and not any other officer, by hand delivery and obtain the acknowledgement of the same.
- iv. If the Contractor **does** not get any response from the concerned officers, he should send his correspondence to the Chief Engineer (Dist.). Mumbai on his mail id cedist.msedcl@gmail.com/ cgmhr@mahadiscom.in.
- v. All correspondence, notices or written orders to be given to the Contractor by **MSEDCL** or MSEDCL Representative, shall be sent by email/ mail on the Mail address given by the Contractor in the bidding document.

F. Compliant with Statutes, Regulations and Laws The Contractor shall, in all matters arising in the performance of the Contract, comply with, give all notices under, **and** pay all **fees** required by the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Works. The Contractor shall obtain all permits, licenses or approvals required in reasonable time and the costs of any such permits, licenses or **approvals shall** be included in the Price. MSEDCL and the Contractor shall comply with **the** laws of India and the State of Maharashtra.

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

H. Sub-contracts: Subcontracts are strictly not allowed.

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

J. Cancellation & Termination of Work Order The contractor has to provide outsourced persons as per the Work Order(s) issued by MSEDCL. MSEDCL may without prejudice to any other remedy for breach of contract, by written

notice of default sent to the Contractor, terminate the work order in whole or part. Also the work will be executed through other contractor at the risk and cost of bidder.

i In case the contractor defaults on following events, the work order is liable for cancellation at the sole discretion of Principal Employer / Superintending Engineer after issue of termination notice.

a. If Contractor does not provide outsourced persons as per the Work Order issued by MSEDCL or his representative within stipulated time.

OR

b. If the contractor deploy less and/or unskilled manpower than specified under this tender document.
If found executing the works through subcontractor.

iii. If the Contractor/ Agency, in the judgment of MSEDCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

iv. Any other act of breach of contract on the part of the contractor.

K. Debarring the Agencies from business dealing with MSEDCL In case of failure on part of successful bidder at any stage of tendering and execution, the bidder/ contractor may be debarred as per MSEDCL debarring policy provided on MSEDCL website link. (<https://www.mahadiscom.in/supplier/wp-content/uploads/2018/06/FinalBooklet-Single-Page.pdf>)

2. CONTRACTOR OBLIGATIONS & RESPONSIBILITIES:

A. OUTSOURCED PERSONNEL: The Contractor will have to provide required manpower on outsourced basis for Skilled Labour and Unskilled Labour (Office Attendant) in the Company's Offices at Office Location as under:

Sr.No	Particulars of Jobs (Whichever is applicable)	No. of manpower required	Place of working
1	2	3	4
1.	Skilled -(Electrical Asstt.)	154	Tuljapur division under Dharashiv circle
2.	Skilled - (Office Assistant -Account)	00	Tuljapur division under Dharashiv circle
3.	Unskilled -(Office Attendant)	000	
Grand Total		154	

Table No. 2

- i. As per the Maharashtra Shops and Establishments Act, 1948 the age of the outsourced person should not be below 18 years.
- ii. Though the maximum requirement is specified below, the actual requirement of man power may vary as per need & will be informed to the agency in advance.
- di. The Contractor will have to provide the services of the persons who are having the pre-requisites/ qualifications stated as under:-

Sr.No	Descriptions of the jobs	Pre-requisites/ qualifications	Required qualification/Skill s
1	2	3	4
1	Skilled(Electrical Asstt. having ITI Electrical for Sub Station & Line Maintance.work)	ITI Trade in Electrical with 05 years practical experience in Operation.& . Maintenance of substation equipment(s)	ITI Electrical /Wireman
2	Skilled Labour (Office Assistant (Account)	Degree of commerce.	Degree of commerce

Table No.3

- iv. Contractor will have to furnish the list of the persons who fulfill the condition of Pre-requisites / qualifications /along with their bio-data before starting the work.After necessary scrutiny/verification of documents provided by agency the outsourced services will be utilized. The

Contractor will have to provide the list of Outsourced Persons, Bank details/Aadhar card no after or before finalization of work order in the proforma given below:-

Sr No	Full Name of Contract Labour	Educational	PF UAN No	PF No.	ESIC No.	Aadhar Card No.	Bank Acct. No.	Bank Name & Branch	Bank IFSC Code	Pan No
1	2	3	4	5	6	7	8	9	10	11

- vi. The MSEDCL reserves the right to reject or discontinue the services of Contractor without any notice at any time during the contractual period at the risk and cost of agency, incase the performance of the persons provided is found unsatisfactory.
- vii. In case the manpower /person provided by Contractor does not satisfy the basic norms of good work/ skills and conduct/integrity, he will be removed immediately whose suitable substitute should be arranged with immediate effect.
- viii. If work order period is over or cancelled for any reason then contractor is liable to make all statutory compliances in respect of all outsourced persons provided.
- ix. **Working Hours:** The manpower provided will have to work on all working days for 8 hours per day. If necessary, they may be asked to work on 2nd and 4th Saturdays and Holidays for which no additional cost would be payable. Paid National Holidays should be given to Outsourced persons on 26th Jan, 01 May ,15th August,& 2 Oct every year. The Contractor is obliged to work closely with MSEDCL staff and abide by directives issued by MSEDCL from time to time, in connection with the work.

B. **RESPONSIBILITIES:**

- i. **The Contractor shall be solely responsible for control in all respect over his workers and directing them, monitoring their performance, rewarding them or taking disciplinary action.**
- ii. Company comply with the Company's rules and regulations regarding safetyThe Contractor shall ensure that all his personnel, while in the premises of thesecurity, discipline and good conduct and are competent and experienced to undertake the work at hand.
- iii. The Contractor shall have to ensure safety at the work place. It is necessary that the manpower/ persons who are engaged by the Contractor to provide the said services to the Company should be in good health, have proper eyesight and Physically fit and should not have any medical problems which may endanger his life and the life of Company Personnel and its property.
- iv. The Contractor should abide by the job safety measures given on MSEDCL website(<https://www.mahadiscom.in/consumer/wpcontent/uploads/2018/03/SurakshaDeepSurakshaPustika.pdf>) and will not hold MSEDCL responsible for all demands or responsibilities arising from accidents or loss of life due to ignorance and/or negligence of the outsourced persons appointed by the contractor. The Contractor will pay all indemnities arising from such incidents.

- v. Sufficient number of coordinators will have to be employed by Contractor to ensure smooth working with different MSEDCL offices at their Cost.
- vi. The outsourced persons deployed by the contractor should be punctual and should preferably reside in the local area.
- vii. The outsourced person provided by the Contractor should not be involved in any activity contrary to the law of the land.
- viii. The Contractor shall have to submit the character and antecedent report of outsourced persons to be engaged in the company by the Bidder, from the concerned Police Authority, once each year.
- ix. MSEDCL, in no case will be responsible for any accident fatal or non-fatal, caused to any outsourced person in course of duty. All the expenditure including 'treatment or compensation Will be entirely borne by the Contractor. The Contractor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations. In case of injury to the staff deployed by the contractor, he shall be liable to provide the benefits under the E.S.I. Act. Where E.S.I. Act is not applicable he shall cover them under the Workmen Compensation policy issued by the Insurance Co.
- x. The Contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misbehaviour.
- xi. The Contractor shall ensure that the outsourced employee maintains strict confidentiality about the data and information about MSEDCL, obtained during the execution of his responsibilities and will not reveal such information to any other party.
- xii. The Contractor should provide its employees photo identity cards to be properly displayed during duty hours. No extra payments shall be claimed by the contractor or its deployed staff for such item.
- xiii. The Contractor should possess a valid Labour Licenses Permits & PF ESI registration as required under relevant statutes & renewal from time to time.
- xiv. The contractor have to provide I-card & Uniform to all Outsourced persons working under MSEDCL on Contract basis & necessary police verification should be done by the contractor/agency. **No extra cost will be borne by the MSEDCL for the same.**
- xv. A suitable person will be provided by contractor to replace absent or unsuitable person.
- xvi. The Contractor shall provide the required man power within the period specified in the requisition of the Company and also ensure that there is no complaint from such outsourced person about non payment of wages/dues in due course.
- xvii. The Contractor shall keep the Company indemnified against all claims arising out of this agreement including any loss, theft or damage to the life and /or property of the employee of the Company and/or the property of the Company caused by the fault negligence or lapse on the part of the Contractor or any of his persons/agents.
- xviii. The Contractor should have valid registration/licence under Contract Labour (Regulation and Abolition) Act, 1970, Provident Fund, ESIC, Shops and Establishment Act etc.
- xix. The Contractor on entering into the agreement with the principal Employer for providing the Manpower on outsourced basis shall be responsible for providing the Welfare and Health of contract labour as per the section 16 to 19 as applicable and enumerated under

the Contract Labour Act 1970. And shall also comply with the provision of the Maharashtra Contract Labour (R&A) Rules 1971.

C. PAYMENT TO OUTSOURCED PERSONNEL

- i. The Contractor will have to make all the arrangements at his cost for payment of wages to the persons provided and all statutory contributions/ deductions etc , as given below :-

Sr. No	Particulars	Present Rate	Name of Authority
1.	PF Contribution by the Contractor/Employer	12 %	Regional Commissioner of PF Office
2.	Administrative expenses on P.F. & Employee Deposit Linked Insurance scheme contribution on (Basic+Special Allowance)	1.00 %	Regional Commissioner of PF Office
3.	ESI Contribution by employer Where ESI is not applicable, 1 % amount of Basic + Sp. Allowance will be reimbursed to obtain compensation policy from any Insurance company.	3.25%	ESIC Office
4.	Contribution of Rs 36/- in welfare Fund (only in the month of June & Dec)	Rs.72/-	Welfare Commissioner, Maharashtra welfare fund, Mumbai/Pune

Table no. 5

- ii. The payment of wages includes minimum wages, Special Allowance, HRA , Leave-Pay & Bonus (Pro-rata) & other emoluments etc. shall be credited in the bank A/c of the concerned outsourced person **engaged** by the contractor & other statutory deductions i.e. ESI,PF,LWF etc. shall be paid to respective Government Authorities by the contractor."The monthly Bill submitted by contractor along with the Service Charge/Profit is payable only after the wages paid to the outsourced persons & all other statutory dues paid to the respective Government Authorities of the previous month have been submitted. The documentary proof of such payments must be submitted along with the bills.

In case of **absence of the person provided, pro-rata deduction will be made accordingly by considering the number of actual working days. However, the leave rules as per Shops and Establishment Act, 1948 shall be applicable.**

- iv. The Contractor **shall be liable to provide Monthly Pay Slip** to Outsourced Employees as per specified Proforma at Annexure C **mentioning the Gross Earnings, Total Deductions & Net Pay.**

- v. The Contractor should maintain a separate **Muster cum Wage Register** for Outsourced Persons in given prescribed format at Annexure E and should submit the same along with the monthly bill for verification.
- vi. The Contractor must deposit the wages in bank account of every Outsource persons through WEFT / RIGS before the 7th day of every month & it is to be adhered by the contractor/agency otherwise a penalty of Rs.10/- per day of per person will be levied.
- vii. The Contractor shall be responsible for timely payment of the wages of all outsourced persons engaged by him for each month regardless of the payment of corresponding month's bills by the MSEDCL due to any reason.
- viii. After completion of the value or period of work order the Contractor should stop the work immediately. MSEDCL shall not be responsible for payment of wages to contractor after the completion of work order.
- ix. The Contractor should pay the following statutory liabilities in Bank Account of every individual Outsourced Person by RIGS/WEFT per month.

Sr. No,	Particulars	Rate
1	Basic Minimum wages	Rs.11036/-
2.	Special Allowances	Rs.2678/- and any changes made by Labour Commissioner of Maharashtra will be additional as applicable from time to time
3.	H.R.A(HRA Rules-1983& 1990)	Rs.685.70/- @ 5 % on Basic + Special Allowance
4.	Leave Encashment (Paid Leave Contribution) (Basic + Special Allowance)	Rs.791.19/- 1 paid leave for every 21 working days.(ie. One & half day of wages in a month)
5	Bonus (On pro-rata basis)	Bonus @ 8.33% of minimum wages or 7000/- whichever is maximum as per Bonus Act.

Table no. 6

- x. The deduction towards Income TDS, GST TDS will be made from the contractor's bills as per applicability.
- xi. The Contractor shall pay to his outsource persons all dues (including Wages/Salary) and shall ensure that the wages paid to them are not less than the prescribed Minimum Wages as revised from time to time. In case of any increase in Minimum Wages or any other component or deduction or other statutory benefits, Service Provider/ Contractor shall remain liable to comply with all statutory formalities. The service provider/ Contractor shall be responsible for compliance of all applicable laws, local/state/Central Governments' laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof. maintaining proper records/registers and also submitting necessary returns to the authorities concerned. In the event of non-compliance or contravention of any of the provisions of any laws due to failure or negligence of the Service Provider, he shall remain fully liable and shall also keep the Company fully indemnified against any risk, consequences, and/or cost arising thereof.
- xii. Increase in Special Allowance usually every six months has not been included in arriving at the above Contract Value. Further any changes in statutory liabilities made by office of The Labour Commissioner of Maharashtra will become as applicable from time to time, even if not part of the present Terms and conditions & will be obligatory on the part of the Contractor to pay the same to the outsourced person. Bills submitted by the contractors shall be passed only after submission of a proof of this payment to all his employees and credit into PF, ESI and other statutory heads, of the previous month)

- xiii. Non compliance of the provisions of this work order and also the statutory lapses on the part of the contractor shall make him liable for getting blacklisted for future contracts with the MSEDCL as per the rules and regulations which are time being in force.
- xiv. JURISDICTION: All disputes or differences arising under, out of or in connection with the work order, if 'concluded, shall be subject to the exclusive jurisdiction of Dharashiv court, at Dharashiv.
- D. PAYMENT TO THE CONTRACTOR: The contractor shall be paid his dues after submission of all the bills and compliance of all the statutory requirements within 45 days by the MSEDCL. No Security amount is payable to Contractor unless & until final settlement of outsourced person is submitted by the contractor.
- E. MISCELLANEOUS: The services of manpower to be provided will not create any right for employment in MSEDCL of whatsoever nature. This work order is for providing services of manpower and there is no express or implied employee-employer relationship between Contractor's manpower and the company.

ANNEXURE A (Refers to Section II) **SECTION****- IV****FORM AND APPENDIX OF TECHNICAL AND FINANCIAL BID****FORM OF TECHNICAL PROPOSAL**

(On Bidder's Letterhead)

To,

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

Maharashtra State Electricity Distribution Co. Ltd.

O&M Dharashiv Circle, Dist.Dharashiv, Pin:413501

Name of Contract: *Providing skilled manpower on outsourced basis in Tuljapur division under Dharashiv Circle of Latur Zone.*

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to work of providing manpower on outsourced basis in Tuljapur Division under Dharashiv Circle of Latur Zone

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

We have submitted price bids for Tender No.SE/DHR/HR/T-18/2023-24. We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake works on all these tenders. However, we hereby confirm that we accept that the MSEDCL decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should MSEDCL decide to reject our Bid for one or more Tenders on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for the work order. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection. We agree to keep this bid open for acceptance for a period of 60 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of work order and carry out all works according to specific clauses.

We accept that Dispute Resolution procedures, General Conditions of Contract, will be used for settling any disputes that cannot be mutually agreed with MSEDCL, and confirm that we specifically agree that Arbitration proceedings will be applicable for resolving any disputes,

Yours faithfully,

Signature & Seal of company

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

.....

ANNEXURE A-1**CHECK LIST OF DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID**

Sr. No.	Name of Documents Attached	Remark	
		Yes	No
1	Firm's Profile at a Glance Appendix—I(A)	Yes	No
2'	Financial Status Appendix—I(B)	Yes	No
3.	Self-Certification of No Bar / non-failure/ blacklisted	Yes	No
4.	Experience for Providing Outsourced manpower	Yes	No
5.	Form of Earnest Money Deposit / Bid Security Appendix-IV	Yes	No
6.	Power of attorney in the name of the person authorized to sign Bid document	Yes	No
7.	Receipt of Payment made by the bidder against the Bid Fees	Yes	No
8	Tender Document signed by bidder on each page along with Price Schedule Format.	Yes	No

Bidder's Signature: (Seal)

ANNEXURE A-2

FORM OF FINANCIAL BID AND APPENDIX TO FINANCIAL BID
(TO BE SUBMITTED ALONG WITH PRICE SCHEDULE I
FORM OF PRICE PROPOSAL

'(On Bidder's Letter head)

To,

Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Superintending Engineer,

Maharashtra State Electricity Distribution Co.

Dharashiv Circle, Dist.Dharashiv Pin : 413501

Name of Contract: ***Providing skilled manpower on outsourced basis in Tuljapur Division under Dharashiv Circle of Latur Zone.***

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to provide skilled/unskilled manpower on outsource basis and complete the work for the rate as per Price Schedule exclusive of all the GST in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

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

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

Yours faithfully

Signature

Seal in the capacity duly authorized to sign

bids for and on behalf of

APPENDIX TO FINANCIAL BID

Description	Tender No.SE/Dhr/HR/T-18/2023-24
Employer's Name and Address	Maharashtra State Electricity Distribution Co. Ltd. Represented by the: Superintending Engineer,Dharashiv, Maharashtra State Electricity Distribution Co. Ltd.
Contractor's Name and Address	(To be completed by the Bidder before the Bid is submitted)
Name and Address of the MSEDCL Representative	The Executive Engineer (Adm.) of Dharashiv Circle.

CHECK LIST OF DOCUMENTS TO BE ENCLOSED WITH FINANCIAL Bid

Sr. No.	Name of Documents Attached	Remark	
1.	Form of Price Proposal & Appendix to Price Proposal	Yes	No
2.	Price Schedule	Yes	No

Signature of Bidder:

.....

ANNEXURE A -3**FIRM PROFILE AT A GLANCE**

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

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

Signature of Bidder

N a m e

Designation

Date:

ANNEXURE A-4**FINANCIAL STATUS**

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

Sr.No	Particular	Financial Data for Previous Years (Rs. In Lacs)		
		2020-21	2021-22	2022-23
1 Total Assets				
2Current Assets				
3Total Liabilities				
4 Long Term <u>Loans</u>				
5Current Liabilities				
6Profits Before Taxes				
7 <u>Profits After Taxes</u>				
8 Net Worth				
9 Available Working Capital				
10 AnnualTurnover				

Attached are copies of the audited balance sheets, including all related notes, and income statements for the three years of FY 2020-21, 2021-22 and 2022-23.

-Bidder's Auditor

ANNEXURE A -5**EXPERIENCE**

Sr. No	Nature of Work	Year wise order amount of works (in Lakhs)			Experience certificate attached at page No. ...
		2020-21	2021-22	2022-23	

Signature of Bidder**Name****Designation****Company****Date**

ANNEXURE-B

LIST OF MANPOWER AND ESSENTIAL QUALIFICATION

Sr.no	Particulars of Job	Unit as per minimum wages act	in Work	Education Qualification and experienced
1	Skilled (Electrical Asstt. having III Electrical for Sub Station & Line Maintance work)	e.g. 20863/-	Carrying out Breakdown Maintenance work Operation and maintainence of substation equipments	ITI Trade in Electrical /Wireman
	Total 1			

Note:

1. While quoting the rates the bidder should refer Annexure C for minimum & total estimated quantity.
2. The work can go beyond estimated quantity. The estimated quantities are taken from previous year data of interruptions.
3. The rates quoted should be inclusive of Dress code prescribed for outsourced employees.
4. Applicable rate of G.S.T. _____ % (as per notification published).

ANNEXURE C

FINANCIAL BID (SE/Dhr/HR/T-18/2023-24)

		Providing skilled/unskilled manpower on outsourced basis		
Description	Approximate No. of Outsourced persons required	Unit in Rs. As per minimum wages act *	Service charge profit percentage(%) on Basic+spl Allowance i.e. 13,714/-	Total Cost (i.e. minimum wages + service charge amount)
A	B	C	D	E
Skilled Employee-Tech	154	Rs.20863/-		
Total				

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

Seal and Signature of the Bidder

Note:

***Profit percentage should not be quoted by bidder @ less than 1% and greater than 5%**

Evaluation-Exclusive of taxes

Approximate number may differ.

ANNEXURE C -1
LETTER TO THE SUPERINTENDING ENGINEER

To,
Superintending Engineer,
Maharashtra State Electricity Distribution Co. Ltd.
Dharashiv Circle, Dist: Dharashiv, Pin:413501

Dear Sir,

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

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

Yours faithfully,

DATE:

Name & Address of the Bidder.

Seal and Signature of the Bidder.

ANNEXURED**PAYSLIP****NAME OF AGENCY****Pay Slip No. :****Month:****Designation:****Employee Code:****Name:****ESIC No.:****PF NO:**

Earning & Reimbursement		Deductions & Recoveries	
Basic		PF	
Spl Allowance		ESIC	
HRA		Prof. Tax	
Leave			
Bonus			
Other			
Total Earnings		Total Deductions	

ANNEXURE E**WAGE CUM MUSTER FORMAT****Name of Agency**

Muster cum Wage Register for the Month of

2024 Work order No.

1 Basic Information										
Sr. No.	full Name of Contract Labour	Design & Actual place of Working	Catogry Skilled Semi Skilled/ Unskilled	Zone 1,11, 111	P.F. No.	ESI C No.	Basic Pay	Sp.All (1/7/2023 to 31/12/23)	HRA 5%	Leave Salary 4%
1	2	3	4	5	6	7	8	9	10	11

Actual					Deduction			
No. of Days Present	Basic +SP.All.	HRA 5% (Basic +SP.All)	Leave Salary 4%	Total Earning	P.F. 12%	ESIC 1.75%	Other P.Tax	Total Ded.
12	13	14	15	16	17	18	19	20

Net Salary			
	Signature of Employee	Cheque No. & Date	Sign Authorized Person of MSEDCL
21	22	23	24
1			

ANNEXURE F**General Checkpoints****E-TENDER NO.SE/DHR/HR/T-18/2023-24**

The Agency must fill up the following details in given format and enclose the stipulated document.

The requirements fulfilled by (Name of Agency)

1. Registration Certificate / Licence
/Permit under Shops and Esstt. Act.
2. Permanent Address proof
3. Contract Labour Licenses (Regulation and Abolition Act, 1970)
4. ESIC Particulars & Code No
5. P.F. Registration details & PF Code No
6. Online ECR of last year
7. Bank Details including Bank Name,
Bank Address, Bank A/C, IFS Code
8. The Earnest Money Deposit
(EMD) @ 0.5% of the offered value .
9. Certificate details or letter inr/o Income Tax / Sales Tax
/Professional **Tax/GST Number showing SAC code.**
10. Balance —Sheet of Last Three years 2020-21,2021-22,2022-2023
Approved by Chartered Accountant
11. Experience Certificate on letter
Head of Company (Employer) for 3 yrs Satisfactory
Services of providing manpower on outsourced basis by the Tenderer .
Along with purchase order.
12. The average turnover of last 3 Financial Years
of the Tenderer for a year is not less than 50% of offered value
13. Last three years Income Tax Return
along with valid PAN number
14. Whether EMD deposited

LIST OF SERVICES

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	PRICE BID AS PER TENDER CONDITION	Price Section	40203201 Exp on Outsourced	PRICE BID AS PER TENDER CONDITION
2	TECHNICAL BID AS PER TENDER	Technical Section	40203201 Exp on Outsourced	TECHNICAL BID AS PER TENDER
3	COMMERCIAL DOCS	Commercial Section		COMMERCIAL DOCS AS PER TENDER CONDITION