

Tender Details		11-01-2024 04:46:06
Tender Code	EEC/NSK/CIVIL/T-124/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar	
Estimated Cost (In Lakhs)	8.03	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	N D Chalikwar , 9209001844 ,eecnasikmsedcl@gmail.com	
Pre-Qualifying Req	As per tender Doccumnets	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Civil Department	
Office Type	DIVISION	
Location Type	Nasik Civil Division	
Designation	Executive Engineer(Civil)	
Pre-Bid Meeting Address	Office of the Executive Engineer (Civil) Maharashtra State Electricity Distribution Company Ltd. Civil Construction cum Maintenance Division, Major Store Premises, Hanuman Nagar, Jail Road, Nashik-Road, Nashik- 422 101. Phone: 0253 – 2973753	
Bid Opening Address	Office of the Executive Engineer (Civil) Maharashtra State Electricity Distribution Company Ltd. Civil Construction cum Maintenance Division, Major Store Premises, Hanuman Nagar, Jail Road, Nashik-Road, Nashik- 422 101. Phone: 0253 – 2973753	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	

Is Manufacturer Applicable	NO
Is Trader Applicable	NO
Minimum % of Offered Quantity	NA
Is Power Supplier Applicable	NO
Tender Sale Start Date	12-01-2024 00:00
Tender Sale End Date	17-01-2024 23:55
Bid Start Date	12-01-2024 00:05
Bid End Date	18-01-2024 13:00
Pre-Bid Meeting Date	
Techno-Commercial Bid opening on	18-01-2024 13:30
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**

Name of work Running and Management of Rest House at OPH, Ahmednagar Dist-  
Ahmednagar .

Tender specification No. **EEC/NSK/TECH/T-124/ 2023-24**

**Check list**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Comments of the Bidders</b>
1	Purchase of Tender ; Please quote Money Receipt No. & Date / on-Line payment details (if paid online) against which Tender is purchased.	
2	Earnest Money Deposit D.D. No.& Date ( copy to be attached ) , online payment details( if paid online ) ) ( <b>No exemption for tender fee &amp; EMD will be given on SSI &amp; MSME certificates , for Berojgar or Sayamrojgar societies and UCE Engineers all the agency has to pay compulsory tender fee &amp; EMD, if unpaid it will be disqualified</b> )	
3	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Company, Please furnishes the documentary evidence for the same. Authorization details.	
4	Registration under Shop and Establishment act.( copy to be attached )	
5	<b>Past Performance:</b> You shall have <b>experience in last 5 years preferably</b> for successful running of the Guest House along with the catering and housekeeping service in large and reputed establishment/ Government Offices / Undertaking having minimum 50 employees. ( Attach copy of work done certificate )	
6	ESIC registration ( ESIC Code ) ( Please enclose a copy ) if applicable	
7	Registration under PF ( PF code ) ( Please enclose a copy )	
8	Pan Card details.	
9	Bombay Police Verification of the agency from last 3 years..	
10	Valid Registration under GST.	
11	Solvency Certificate of Nationalized Bank/Scheduled Bank amounting to Rs 5.00 Lakhs	
12	Valid License from Food & Drugs, Authority	
13	Income Tax Returns of last 3 years.	
14	Turn Over certificate of last 3 years from C.A.	

Signature of Contractor  
(Upload this page dully filled up)

Tender specification No. EEC/NSK/TECH/T-124/ 2023-24

**Estimate Cost Rs: 8,03,394.00 (Including GST)**

**TENDER FOR**

Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .

Tender submitted by M/s

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Tender cost paid vides M R. No./ Online Invoice No. \_\_\_\_\_

Earnest Money Deposit Rs. .... paid vide M.R. No/Online Invoice No.: \_\_\_\_\_

Tenders Sale & Submission period on website: From 12.01.2024 to 17.01.2024 up to 23.55 Hrs.

Date of Submission on or Before: - 18.01.2024 at 13.00 Hrs.

To be submitted: - On-line on Web site [www.mahadiscom.in](http://www.mahadiscom.in)

Office of the Executive Engineer (Civil)  
Maharashtra State Electricity Distribution Company Ltd.  
Civil Construction cum Maintenance Division,  
Major Store Premises, Hanuman Nagar, Jail Road, Nashik-Road,  
Nashik- 422 101.  
Phone: 0253 - 2973753

**Price per copy – As per e-tender website**

**(Non-Refundable)**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**

Name of work: Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .

Tender specification No. EEC/NSK/TECH/T-124/ 2023-24

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Signature of Contractor  
(Upload this page dully filled up)

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**

## I N D E X

Name of work: - Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar

**Tender specification No. EEC/NSK/TECH/T-124/ 2023-24**

<b>Sr.No.</b>	<b>Description</b>	<b>Page no.</b>
1.	Tender Notice	4
2.	Performa for Bio Data	5 to 6
3.	Instructions to Tenderers	7 to 10
4.	Special Conditions of Contract	11 to 27
5.	Agreement pro- forma	28 to 29
6.	Schedule-B	30 to31

Online Item Rate/percentage rate Tenders in two bid system are invited from contractors registered under appropriate class with Govt. / Semi Govt. Department / PWD /CPWD/MES/Railway etc & E-Tender Registration in M.S.E.D.C.L. and who have Experience of having successfully completed similar works with Govt./semi Govt./ Public sector

Sr.No	Tender No.	Name of Work	Estimated Cost	Time Limit
1	T-124(23-24)	<b>Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .</b>	8,03,394.00	12 Month

Online Issue / Sale period of Blank Tender form is **from Dt.12.01.2024 to Dt.17.01.2024** Tender costs will be accepted online. E.M.D shall be deposited in cash, online or in the form of D. D. of Nationalized Bank or Scheduled bank in the office of Executive Engineer (Civil), Civil Division, Store center premises, Hanuman Nagar, Jail Road, Panchak, Nashik Road, Nashik. For Online submission of tender, technical bids documents along with checklist and commercial price bid in memorandum duly filled in as per procedure stipulated in the tender document and duly signed with digital signature will be received online till **Dt. 18.01.2024 up to 13.00Hrs**. It is advisable to submit duly signed tenders sufficiently in advance of due date and time, so as to avoid last minute trafficking at server. Technical bid will be opened on online at 13.30 Hrs. On **Dt. 18.01.2024** - if possible. After opening of Part I (Technical bid) and its scrutiny, the part II (Commercial price bid) submitted by the bidders who have been qualified in Part I will be opened. For more details visit to our web site [www.mahadiscom.in/eatApp](http://www.mahadiscom.in/eatApp). Right to reject any or all tenders are reserved by MSEDCL without assigning any reason whatsoever.

**Executive Engineer (C)**  
**Civil Division Nashik**

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**Not to be print below this line**

**SPECIAL TERMS AND CONDITIONS OF  
CONTRACT**

- 1) Contractor have to execute sweeping work of all suites with kitchen with all necessary work and material for which payment will be made by MSEDCL Separately
- 2) sweeping /cleaning of Toilets , wash basins, bathrooms and WC Pan along with tiles daily for two times
- 3) Once in a month overhead water tank should get cleaned.
- 4) floor of all suites cleaned daily twice
- 5) All materials like cleaning clth duster, brooms, jhadus kharatas , powder soap phenyl, etc should be provided by agency.
- 6) The contractor will have to provide Lunch, dinner, breakfast, coffee, tea, milk etc to the visitors at his own cost as per schedule and rate list attached
- 7) Agency will have to arrange his own raw material with all utensils and the charges paid by the person towards same shall be contractors money
- 8) Agency should maintain register and take entries of visitors along stating details/date and time of arrival / date and time of departure departmental staff/other staff/accordingly collect the prescribed charges and same shall be deposited in account section of Circle Office Nashik and obtain receipt/acknowledgement towards payment remitted and get necessary endorsement on register periodically which payments of running bills will not be affected.

Name of work: - Running and Management of Rest House at OPH, Ahmednagar Dist-  
Ahmednagar .

**BIO DATA PROFORMA**

1. Name of the Tenderer / Party (in full) :
2. Type of Organisation (Proprietary / Partnership/ Public Ltd. Co.) :
3. Name(s) of Proprietors/ Partners/ Directors :
4. Address :  
Telephones Nos. : Office  
:  
Residence :
5. Name of Contact person (with designation) :
6. Date of commencement of the business :
7. Annual turnover for the past 3 years :
8. Details of facilities / equipments/accessories owned by the tenderer required for running of Guest House services (attach separate sheet if necessary) :
9. Name of Manager or other representative :
10. (a) Registration No. Under shop establishment Act 1948 issued for canteen services :  
(i) As a Catering Contractor : \_\_\_\_\_  
(d) E.S.I. Code No. : \_\_\_\_\_  
(e) P.F. Code No. : \_\_\_\_\_  
(f) **GST Registration No.** :

11. Details of contracts held with \_\_\_\_\_ :  
**Experience in last 5 years preferably** for successful running of the Guest House along with the catering and housekeeping service in large and reputed establishment/ Government Offices / Undertaking having minimum 50 employees. (Attach copy of work done certificate).
12. (a) Duration of contract with annual turnover. : (b) b)  
Quantum and scope of work \_\_\_\_\_ :
- (c) Full postal address of the Clients \_\_\_\_\_ :
- (d) Name Rank of the Officer in charge with \_\_\_\_\_ : Telephone No.

I hereby declare that the above details are correct.

Signature & Stamp

## INSTRUCTIONS TO TENDERERS

**Tender specification No. EEC/NSK/TECH/T-37/ 2022-23****(ONLY THROUGH ELECTRONIC BIDDING SYSTEM)**

**1.0:** Digitally Secured and percentage rate BID are invited (pre-qualification bid and price bid) through electronic Bidding system (E-BID) in by the Executive Engineer (C) from reputed, experienced and registered contractors registered under appropriate class with Central or State Government / Semi Government Department and who are registered contractor under **MSEDCL** Online registration system for works and contracts and who fulfilled the pre-qualifying conditions.

The pre-qualification bid and price bid shall be uploaded separately. The price bid of contractors who fulfills the pre-qualification conditions shall only be opened.

**2.0: NAME OF THE WORK:** - Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .

**3.0: BID PRICE:** Rs. 8,03,394.00 (Including GST)

**4.0: TIME LIMIT:** 12 (Twelve) Months

**5.0: EARNEST MONEY DEPOSIT:** As per E-Tendering website

**6.0 Pre-qualification conditions:**

i) The contractor should have **experience in last 5 years preferably** for successful running of the Guest House along with the catering and housekeeping service in large and reputed establishment/ Government Offices / Undertaking having minimum 50 employees. (Attach copy of work done certificate). Experience certificate issued by officer not below the rank of Executive Engineer or equivalent rank of the organization

ii) The Contractor shall be required to submit following valid documents

(1) Registration under Shop and Establishment act.

(2) License under contract labour ( R & A ) Act, 1970 issued by Govt. of Maharashtra / India

(3) Registration of ESIC (ESIC Code) under canteen establishment.

(4) GST registration certificate.

(5) Registration of PF (PF Code) under canteen establishment.

(6) Pan card details.

(7) Bombay Police Verification of the agency from last 3 years

(8) Licenses under food safety & standard Authority of India Act 2006

(9) Valid License from Municipal Corporation of Health Department.

(10) Solvency Certificate of Nationalized Bank/Scheduled Bank amounting to Rs 25.00 Lakhs

(11) Income Tax return filed for last three financial years

(12) **Turnover of last 3 Years** Certificate from Chartered Accountant.

iii) Before purchase & filling of the tender copy, contractors in their own interest shall ascertain & satisfy themselves that they fulfill above conditions.

iv). The blank tender form can be downloaded from the c o m p a n y's website [www.mahadiscom.com](http://www.mahadiscom.com) from -**13.10.2022 to 19.10.2022** up to 23.55 Hrs. by making a payment through E-tendering website.

**8.0** The earnest money may be submitted in the form of demand draft of nationalized bank or through online payment facility .Tenders without earnest money may be rejected. Earnest money in the form of cheques shall not be acceptable. ( **No exemption for tender fee & EMD will be given on SSI & MSME certificates , for Berojgar or Sayamrojgar societies and UCE Engineers all the agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified**)

REC/NSK/CIVIL/T-124/2023-24  
**9.0** Right to relax any of the pre-qualifying conditions and to reject any or all tenders without assigning any reasons whatsoever is reserved by the undersigned.

**10.0** If required for verification of documents, this office may ask to produce the original copies of all required documents for verification.

**11.0** The completed BID documents should be uploaded along with necessary Certificate/Documents duly digitally signed.

**12.0** The Bidder should upload the required document on MAHAVITRAN Website <http://www.mahadiscom.in> after fulfilling the pre-qualification criteria and after quoting of the rates.

**13.0** The right to reject any or all uploaded tenders without assigning any reasons whatsoever is reserved with undersigned.

**14.0** The Bidders should satisfy themselves before purchasing Tender document that they meet all above qualifying criteria. The Bidder shall furnish the necessary documents in support for fulfillment of pre-qualifying criteria and other BID requirements

**15.0** The Bidders not fulfilling the criteria of submission of the Tender documents as specified herein will be disqualified. The on-line purchase of Tender documents does not necessarily qualify the Bidders for acceptance of their BID.

**16.0** For participation in the BIDs, online vendor registration is mandatory. On-line vendor registration is already opened on our website namely [www.mahadiscom.in](http://www.mahadiscom.in) Interested Bidders are requested to log on to this website and go through detailed procedure of registration and a checklist of required documents carefully after clicking on link “**Digital signature icon**” available in download columns. Duly filled up request application form and all applicable documents along with non refundable registration fees as applicable for one year in the form of Cash/ D.D. drawn on any Nationalized or Scheduled Bank payable at Nashik in favor of ‘Maharashtra State Electricity Distribution Company Limited, Mumbai ‘shall be submitted in the physical form in the office of Superintending Engineer, Nashik Urban, Maharashtra State Electricity Distribution Company Limited, Vidyut Bhavan Nashik. The request for registration will be verified by Maharashtra State Electricity Distribution Company Limited and after approval by the Competent Authority, a USB token for storing Digital certificate and 1 key, utility CD & BID wizard help manual will be issued by MSEDCL to the Bidders / Contractors. After generation of digital certificate with sr. no. etc. and receipt of U.S.B. token, the Bidder should visit to Company’s website and click on ‘Register Me’ link and fill up the form of Account information/Profile information/Registration Details. The Bidder will then get User ID & Password and thus they will become registered vendor of this office and will become eligible to participate in the BIDs of civil construction project works of Maharashtra State Electricity Distribution Company Limited subject to fulfillment of pre-qualification criteria of BID works. All the Bidders are requested to get themselves registered in advance and no extension of time limit will be considered for the delay in on-line Vendor Registration.

**17.0** BID Documents will neither be issued manually nor be sent by post or courier. Blank BID documents can be viewed and downloaded by registered intending Bidders online on website [www.mahadiscom.in](http://www.mahadiscom.in).

**18.0** Pre-qualification bid and Price Bid duly filled in as per the procedure stipulated in the BID document and duly signed with digital signature will be received online on or before **18.01.2024 up to 13.00 hours**. It is advisable to submit the duly signed BIDs sufficiently in advance of due date & time so as to avoid last minute trafficking at server. The pre-qualification BIDs will be opened **online at 13.30 hours** on the same day, if possible. In case the above opening date happens to be a Public Holiday, the immediate next working day will hold good in lieu of the date mentioned. The price bid of those who fulfill the pre-qualification criteria shall be opened on the same day at **15.00 hours**, if possible.

**Please note that in no case the due date of sale and submission will be extended except the technical problems occurred in our web site.**

**Please ensure your submission of bid well in time.**

**19.0** BIDs shall be submitted only online and not in person. BIDs sent by post/courier will not be accepted. The BIDs will not be accepted after due date & time of submission. Further MSEDCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site.

**18.0** Only tenders of really competent and known to have adequate resources and specified experience in this field, will be preferred and evaluated.

**19.0** The contractor must arrange for transport of all materials and include such costs in the rates quoted by him for the finished work.

**20.0** A schedule of quantities is included in the tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness of quantity in the Schedule and the Schedule is liable to alternations, omissions, deductions or additions at the discretion of the Executive Engineer (C), Nashik, or his representative as put forth in the condition of contract.

**21.0** The earnest money will be forfeited to the Company, in case the successful tenderer after his tender has been accepted, refuses to remit the prescribed Security Deposit and to sign and complete the contract documents.

**22.0** Security Deposit: The successful tenderer shall pay the prescribed Security Deposit within 10 days of acceptance of his tender and issue of letter of intent.

**23.0** The contractor will have to pay Security Deposit, amounting to 5% of the value of the contract in the form of FDR or equivalent Govt. securities in favour of "M.S.E.B.H. C.Ltd The Security Deposit shall be refunded after satisfactory completion of entire work as well as the maintenance period.

**24.0** The successful tenderer will also have to execute an agreement with the Company in Company's standard proforma. The cost of stamp paper shall be borne by the contractor.(The value of Stamp paper for agreement is **Rs.500/-** up to ten lakh Plus RS. 100 for every one lakh or part there of above Rs Ten Lacks)

**25.0** Tenderer which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection.

**26.0** The tenderer is requested to visit the site of work and see for himself the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work, before filling the rates. The tenderer is further requesting to study the specifications, the drawings and all other documents attached to the tender papers and then fill in the item rates/ percentage rates.

**27.0** Submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of work, specifications, the conditions of contract and the Company shall not therefore, pay any extra charges on any account in case the contractor finds later on to have misjudged the site conditions or specifications.

**28.0** In case of item rate tenders, specific rates shall be quoted for each item in the Schedule. The rates and amounts shall be written both in words and figures and the units in words. The tenderer shall also show the totals of each item and grand total of the whole contract. The tender documents shall be written legibly and free from erasures, over writing or conversions of figures. Corrections where unavoidable shall be made by crossing out, initialing dating and rewriting. The tenderer must return the tender specifications and schedules issued to him for the purpose even in case he submits his own typed abstracts. In case the tenderer desires to keep any copy for his record he would have to purchase a separate spare copy at rate already stipulated. The extra copy so issued shall be defined accordingly by inscription of words extra for reference on cover and the same shall not be accepted for submission.

**29.0** In the event of a discrepancy between the description in words and figures quoted by a tenderer the description in words shall prevail. In the event of an error occurring the "Amount" column of Schedule-B as a result of wrong application of the Unit, rate and / or quantity the unit rate shall be regarded as firm and " Amount" column shall be amended on the basis of such unit rates. All errors to totaling in the amount column and in carrying forward totals shall be corrected.

**30.0** Tenders shall remain open for acceptance, for a period of 4 months from the date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender. Any

such withdrawal during the same period. EEC/NSK/CIVIL/T-124/2023/24 The earnest money deposited by the tenderer.

**31.0** Further information required, if any, can be obtained from the Office of the Executive Engineer (C), C. C. M. Division, Nashik. It must be clearly understood that the tender must be submitted/ uploaded complete in all respect within due date and time.

**32.0** The GST on raw materials or finished and fabricated materials shall not be paid separately by the Company. The rates quoted by the Contractor for the several items are deemed to include all taxes if any, paid by the Contractor.

**33.0** All taxes such as tolls, local GST etc. shall be paid by the contractor.

**34.0** Contractor should produce the certificate regarding registration under Contract Labor Act 1970.

**35.0** **Income Tax** In accordance with provision made under Section 194 (C) of Finance Act 1972, deduction of Income Tax at a source at prevailing rate on gross amount payable to you under this contract shall be effected from your bill. Such deduction shall not be made in the event of your being able to produce necessary exemption certificate from Competent Authority of Income Tax .Department.

**36.0** This "Instructions to Tenderers" shall form part of the contract.

**37.0** Conditional tenders shall not be accepted in any case.

**38.0** All the material to be used shall be get approved from the Engineer in charge prior to use at work.

**39.0** The contractor should note that in case the work is cancelled before starting the work for any reason after placement of work order, only E.M.D. / S.D. shall be refunded and no other claim in this respect shall entertained.

**40.0** The bidders should visit the site before quoting the rates and submitting the tender.

**41.0** The right to reject any or all BIDs without assigning any reason whatsoever is Reserved by the Company.

**46.0** The EMD Exemption is not allowed to any of agency on the basis of SSI certificate in any circumstances.

Executive Engineer (C)  
MSEDCL, Nashik

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

**Special Condition of Contract**

**Tender specification No. EEC/NSK/TECH/T-124/2023-24**

**Name of work : Running and Management of Rest House at OPH, Ahmednagar Dist-  
Ahmednagar ..**

**1.0 Introduction:**

Maharashtra State Electricity Distribution Company is semi Government Organisation and they are having their registered and Administrative Office in Mumbai, the organisation is looking after the generation and Distribution of Electricity supply with other states. Hence lot of officers from our field offices and also other guest and VIPs are visiting Nashik for a various meetings and official works

With the view of accommodation, the Company has made the arrangement of guest house in one of the Company's building i.e. Vidyut Bhavan Nashik.

**Running of MSEDCL Guest House at Vidyut Bhavan Nashik**

- |      |                 |   |        |
|------|-----------------|---|--------|
| i)   | Semi VIP suites | - | 1 Nos. |
| ii)  | VIP suites      | - | 2 Nos. |
| iii) | Dormitory       | - | 1 Nos. |
| iv)  | Suit            | - | 2 Nos  |

The Company intends to engage services of experienced contractor of management of the guest house on the terms and conditions laid down hereafter.

**2.0 Definition of Terms:**

- i) The "COMPANY " means Maharashtra State Distribution Electricity Company.
- ii) "Contractor" means the person or persons,, firm or company whose tender has been accepted and contract has been awarded by the Company and include the contractors legal heirs, his successor and permitted assignee.
- iii) "Authorised Representative" means the person designated as such by the Company and shall include those who are expressly authorised by the Company to act for and on their behalf for operation of the contract.
- iv) Guest House means guest house building having the accommodation described above including Kitchen(s) Dinning hall(s), Store(s) as well as well as lounge(s) at OPH Nashik.

**3.0** The tenders in which any of the particulars and prescribed information are missing or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to be rejected. Tenders containing uncalled for remarks or any additional conditions are also liable to be rejected.

3.1 Tenderer is expected to provide complete details of his past and present experience in the field in the proforma attached. Tenderer may also provide additional information which in his opinion is vital to prove his capabilities on a separate sheet and enclose in the same envelope alongwith the tender.

3.2 Tenderer is expected to; note that the charges to be levied from the guests or the Company as the case may be for items of food and beverages supplied to individual guests or Company's official guests respectively, are fixed and indicated in the Schedule of services and rates attached to this tender as Schedule-A. Tenderer shall quote the service charges after fully understanding the scope of work and services to be provided by him, on monthly basis as given in Schedule-B.

3.3 Rights of the Company to accept or reject tender:

The right to accept or reject the tender will rest with the Company. The Company, however, does not bind itself to accept the lowest tender and reserves the authority/right to reject any or all the tenders received, without assigning any reasons whatsoever.

3.4 Duration of Contract:

The contract shall be for then period of **12 months** from the date of its commencement. However, the services found to be unsatisfactory, contract will be terminated by giving one month's notice. The Company reserves the right to continue or discontinue the contract at its sole discretion. If services rendered during the contract period is found satisfactory, the Company may consider for renewal of contract for further period with due approval from C.A.

3.5 Validity of Tender:

Tenders submitted by the tenderers shall remain valid for acceptance for the period of four months from the date of opening of the tenders. The tenderers shall not be entitled during the period of four months without consent in writing of the Company to revoke or cancel its tender or vary the tender given or any terms thereof. In case of tenderer revoking or canceling his tender or varying terms in regard thereof without the consent of the Company in writing, the Company shall forfeit Earnest Money Deposit paid by him along with the tender.

3.6 Scope of work:

The scope of Contractor's work under this tender shall include the following.

1. Housekeeping services:
2. Complete cleaning, sweeping and scrubbing of floors, common area, reception, passage, lift car, staircase etc. twice a day.
3. Cleaning of rooms daily.
4. Cleaning of toilet with phenyl twice daily/whenever required.

5. Cleaning of toilet floor area and surrounding area with acid twice a week and to provide air purifiers and naphthalene balls.
6. Cleaning of kitchen, dining hall and other surrounding area with phenyl twice daily after every meal.
7. Dusting, cleaning and brushing of furniture and carpets once daily and to provide room fresheners.
8. The contractor shall change the bed sheets, pillow covers and hand towels once in two days when the room is occupied by the same person. Bath and hand towels will be changed daily. Complete linen i.e. bed sheets, pillow covers, bath towels and hand towels should be replaced immediately when a new person occupies the room. However, bed covers would be changed on weekly basis.

The laundry arrangement if required shall be made by the contractor for washing of bed sheets, pillow covers, room curtains, towels, napkins etc. with reputed agencies at least once in 3 months. In such case, Department will reimburse actual cost + 15% Service Charges.

### 3.7 Catering Services:

3.8 To provide lunch, dinner, breakfast, tea and snacks etc. at specified rates and contractor is not allowed to take out prepared food out of premises.

3.9 The services shall include taking care of requirements of guests, during their stay from check into check out time, like opening of rooms, changing bed sheets, chaddars, change of linens and towels, collection of room rent charges as specified, reservation of tickets if required by the guest/Company etc. The right of allotment of rooms strictly rests with the Company and his authorised representative will allot rooms to guests who are permitted to stay. The contractor will ensure occupation as instructed by the authorised representative. The contractor shall contact authorised representative and take permission before allotting rooms to guests who have not made reservation in advance. If any unauthorised person is found occupying suits 3 times rate for private use shall be recovered from the contractor's monthly bill.

### 3.10 Arrangement of Official Lunch/Dinner:

The contractor shall make arrangements for preparing and serving lunch/dinner to officers and official guests of Company whenever the official lunch/dinner is arranged by Company at guest house/any other place for more than 8 persons including transportation and waiter service.

### 3.0 Contractor's Responsibilities:

- 4.1 The contractor shall ensure to procure standard quality oil, butter, pulses, vegetable etc. as well as consumables for housekeeping like Acid, Phenyl, air fresheners and maintain a buffer stock of each item to last for at least two weeks.
- 4.2 Authorised representative shall made available round the clock by the Contractor for attending to services.
- 4.3 To maintain thorough cleanliness and hygienic conditions of all premises handed over to the contractor, shall be his sole responsibility. In addition to the premises, the equipment, utensils etc. provided to the contractor shall be used with utmost care and returned to the Company in proper working condition at the time of expiry of contract or on demand by the authorize representative of the Company.

- 4.3 The contractor shall be fully responsible for all statutory obligations as mentioned in the terms and conditions and also arising from time to time.
- 4.4 The contractor shall be fully responsible for all statutory obligations as mentioned in the terms and conditions and also arising from time to time.
- 4.5 Required number of LPG connections are provided by the Company for use in guest house. The contractor shall be solely responsible for use of cooking gas and making necessary payment to the concerned authority.
- 4.6 The contractor shall ensure that all complaints and requirements of guests are attended to promptly by his responsible officer round the clock to maintain Company's image.
- 4.7 The contractor shall arrange for physical verification of all articles given to him by the Company at regular intervals as may be informed by the authorised representative.
- 4.8 Replacement of tube lights, fixtures, bulbs, regulators, sanitary wares, water taps etc. will be made by the Company. The cleaning staff must be given strict instructions to ensure that no solid waste is allowed to flow into gutter pipes and cause choking particularly in working place and kitchen. Standard cleaning materials must be used regularly and its buffer stock must be maintained in his store.
- 4.9 The contractor shall remove garbage from kitchen and dining hall(s), daily at his own cost and dump at a place to be designated by the Company.
- 4.9 Any rejected material, raw or cooked shall be removed from the guest house premises immediately.
- 4.11 Contractor shall remit the rent collected from the guests in this office first week of every month. Otherwise same will be recovered from the bills payable to contractor.

4.0 Sub Contract :

- 5.1 The contractor shall not give the sub contract to carry out its obligations arising out of the contract without the previous written permission of the authorised representative. In such an event the contractor shall submit a copy of such sub contract to the authorised representative.
- 5.2 Contractor's liability not limited by the Sub Contractors.

Notwithstanding any permission of sub letting the part of the contract as aforesaid and notwithstanding that the Company has received the copies of such sub contract, the contractor shall be and shall remain responsible for the quality and proper execution of the contract and performance of all conditions of the contract in all respect (As if such sub contracting had not taken place and as if the contract had been directly executed by the contractor himself).

5.3 Termination of the Sub Contract :

In any sub contractor is engaged and whose services in the opinion of the authorised representative are not in accordance with the term and conditions of the his services are not satisfactory, the Company may give notice to the contractor to terminate sub contract and the contractor to terminate sub contract and the contractor upon the receipt of such notice shall forthwith terminate such sub contract and remove the sub contractor from the site.

- 5.4 The premises with fitting and fixtures, furniture, cutlery and utensils etc. provided to the contractor is the property of the Company. The contractor shall have no right on any of these and shall place them back at the disposal of the Company when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment and other properties of the Company, whether movable or immovable. An damage caused to the equipment or properties by the negligent operation by the contractor or by his employees shall be made good by the contractor immediately to the Company without any loss of time, which the cost of equipment/properties will be recovered from his bill or from other dues payable to him or Security Deposit or by other means as deemed fit by the Company. On such recovery when Security Deposit would get reduced, the same has to be made good by the contractor.
- 5.5 The contractor will have to maintain permanent records of all the articles supplied to him by the Company. At the end of each quarter and also at the end of the contract period, he will prepare the list of all the items held by him and show them separately as in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorised representative the Company and the contractor. Cost of missing or damaged item shall be recovered.
- 5.6 The Contractor replace equipment, utensils which are brought by them, as and when required when they become unsuitable for use in VIP Guest House. The contractor will ensure that the utensils are washed and cleaned in a hygienic way and finally with hot water as directed by the authorised representative. For any additional requirement on account of the increase in number of guests, reasonable additional utensils/equipment/cutlery etc. shall be brought by the Contractor.
- 5.7 Security Deposit:

The contractor shall deposit with the Company a sum of 5% of contract value as Security Deposit in the form of Demand Draft of any scheduled Bank drawn in favour of the Company, The Security Deposit will be liable for forfeiture in case of breach of any of the terms agreed upon by the contractor and would be appropriated at the discretion of the Company towards the dues payable to the Company under the law or for loss or damage or expense, that may be sustained by the Company as a result of breach of any of the terms of the contract. In the event, part of full Security Deposit is appropriated the contractor shall make immediately good or Demand Draft failing which appropriation shall be made from the first available monthly bill of the contractor.

- 5.8 In the event of the contractor suspending or abandoning services fully or partly without giving proper notice of 3 months in advance to the Company or without handing over the charge of the equipment, premises or materials entrusted to him by the Company, the whole of the Security Deposit and other dues payable to him will stand forfeited without prejudice to the rights of the Company to recover balance through other remedies and shall also be liable for other legal action in the manner as may be deemed fix by the Company. The amount of total Security Deposit retained by the Company shall not bear any interest.

- 5.9 Staff:

The contractor shall have to employ staff in required 3 numbers in each shift of 8 hours for round the clock duty of 24 hours and one Manager to supervise the working of the Guest House from 8.00 a.m. to 12.00 noon and 6.00 p.m. to 10.00 p.m. shall be employed at Guest House and contractor shall arrange two attendants and one cook available round the clock.

- 5.9.01 The contractor shall ensure that the person or persons appointed or to be appointed by them for service in the said premises do not suffer from **any legal**

**disqualification** for service by reasons of his age or any law or statute in force or any other reasons whatsoever,

- 5.9.02 If the Company is not satisfied with the service or Conduct of any of the employee of The contractor for any reasons whatsoever, the contractor shall remove such Employee from the Company premises.
- 5.9.03 All staff employed by the contractor shall be the contractor's employee for all intents and purposes.
- 5.9.04 The contractor shall be responsible for his **employee's mischief**, including any malpractice or deliberately damaging Company Machinery/property and Involvement in any criminal offences.
- 5.9.05 The employees of the contractor shall be liable to search by the Company security or any other officer of the Company and shall have to strictly observe the Company direction relating to cleanliness, **wearing of uniforms, identification badges etc.**
- 5.9.06 The contractor workmen shall wear **neat and clean uniforms** while on duty at all Times. The contractor shall provide at least 2 sets of uniforms. (The Company shall approve Color) If the uniform is not provided to the workers, the Company will provide the same and the amount will be recovered from the Security Deposit or bills due to the contractor.
- 5.9.07 The **ingredients** used for preparation of food items **shall be free from non eatable things** such as shall stones, dust, soil, plastic waste etc. & contractors has to take care of cleaning the ingredients before use..

## 5.10 Penalty

A complaint register must be kept at counter and make available to the guests on demand for registering their complaints. If any serious lack of services recorded will be penalized at the rate of **Rs.1000/-** per complaint which will be recovered from the bills.

The contractor shall indemnify the Company against all the monetary or other benefits to which his employees are entitled during the period of employment or in relation to employment under various labour laws such as Factory act 1948, Workman's Compensation Act or such other statute as may be made applicable from time to time. He will also be required to obtain the licence as per the provision of the Contract Labour (Regulation and Abolition) Act 1970. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as Factory Act, Provident Fund and Miscellaneous Provisions Act, Industrial Dispute Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, workmen Compensation Act and Contract Labour (Regulation and Abolition) Act, Interstate Migrant Workman (Regulation of Employment and Conditions of Service) Act 1979, Employee State Insurance Act etc. and the Acts passed from time to time. If any above obligations not fulfilled, proportionate amount shall be deducted from the contractors bill and will not be released until necessary compliance is submitted to this office.

- 5.11 The contractor shall indemnify the Company against all the monetary or other benefits to which his employees are entitled during the period of employment under Labour laws such as workmen's compensation Act, Factories Act or such other statues as are applicable from time to time.
- 5.12 The contractor shall be responsible for the proper behaviour of all the staff (supervisory and workmen) and others and shall exercise a degree of control over them and in particulars without prejudice to the said generality the contractor shall be bound to prohibit and

prevent any employee (Supervisor and Worker) from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupier of lands of properties in the neighbourhood and in the event of such employee's trespassing, the contractor shall be responsible therefore and relieve the Company of all consequent claims or action for damages or injury or any other ground whatsoever, the decision of the officer authorised by the Company in the matter whatsoever under this clause shall be final.

5.13 The contractor shall obtain necessary license as required by the Civil Supply Department and other Government/local authorities at his own cost.

5.14 The contractor shall also maintain in all registers as required by the Civil Supply Department and obtain such license as required for the storage of different commodities.

5.15 The contractor shall ensure that his employees shall be courteous and their behaviour and manners shall be good towards all guests of the Company.

5.16 Except the employees of the contractor working in night shift, no other employees of the contractor will be allowed to be in the guest house premises during night time or to use it for his residential purpose. The contractor shall submit the list of employees along with photographs.

## 6.0 Sweeping and Cleaning

The contractor shall keep the **canteen premises in clean and neat** condition including kitchen, W.C, washing places, windows, doors, dining hall and surrounding in the premises of canteen. The kitchen shall be cleaned daily and waste materials shall be disposed off outside the premises. The furniture and equipments also shall be cleaned with detergent and arranged properly. If the cleaning is not done properly, the same work will be carried out by the Company on risk and cost of the contractor & **fine of Rs.5000/- will be charged.**

7.0 Contractor shall **not use & serve the stale food or inferior quality food.** If complaint received towards canteen committee regarding the same and found reasonable, **fine of Rs. 5000/-** will be charged for every such incidence and decision of committee will be final and binding on the contractor.

8.0 The contractor shall comply with all Central, State and Municipal laws and rules concerned to commercial canteens and the staff engaged by them

9.0 The Contractor shall **pay minimum wages** as prescribed by GOM to each Worker employed by him as Contract labour and such wages are to be paid within prescribed period and without any deduction other than the deduction mentioned under the payment of wages Act-1948.

10.0 The Contractor shall pay the compensation under **Workmen's Compensation Act** in case of an accident rising out of and in the course of employment is paid to the laborers' in question during the contract period.

11.0 The contractor shall also pay towards the statutory deductions like ESIC contribution of employers and employees contribution under the ESI Act, Provident Fund and any other liabilities in respect of his canteen employees, if any and reimburse to the company as a principal employer as required under various laws

12.0 The contractor shall take all the approvals of Local Authority, Health Department/ Food permits / Licenses in respect of the canteen **in the name of contractor for MENTIONED location** and shall hand over to the authorized representative of Company at the time of termination of contract or whenever so required. The annual charges towards Health license shall be paid by company

13.0 Company's Facilities:

The Company provides the following facilities:

- a. Guest house premises, including dining hall(s), Kitchen(s), pantry, Store-room, Guest House Rooms at a token licence fee of Rs. 1/- per month.
- b. On termination of the contract, equipment, utensils crockery etc. provided by the Company shall be handed over to the Company in good and working conditions. If the contractor fails to return the said equipment in good and working condition or fails to return at all, the Company have right to get them replaced or repaired at the risk and cost of the contractor and such cost shall be appropriated from the pending bills/Security Deposit or other remedial legal measures.
- c. Water and Electrical power will be supplied free by the Company for electrical and appliances such as Refrigerator/Fridge, hot plates, grinding machine or any other such equipment. Contractor shall not provide other electrical cooking devices for the purpose of catering services without the prior approval of the Company.

14.0 General Terms and conditions:

The prices/rates quoted by the Contractor in respect of services and items listed in Schedule-B shall be firm and shall not be subject to any variations during the period of the contract. The rates quoted, shall be deemed to include and cover all cost, expenses and liabilities of every description and all risks of every kind of action to be taken in performing the contract. The contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered and materials to be procured though the contract documents may not fully spell out all the details.

15.0 Room rent for the rooms has been fixed by the Company and the details of rates applicable to various categories of guests would be made available to the contractor. Contractor shall arrange to collect the rent from guests accordingly and deposit the same with the designated officer of the Company in 1<sup>st</sup> week of the month for the preceding month. Any short collection/non/collection of rent would be debited to the contractor. Bill books and occupancy register will be provided by the Company, the contractor shall maintain the same. The contractor will also be required to furnish daily occupancy statement to authorised officer of the Company.

Any failure to deposit the rent collected from the guests **penalty of Rs.1000.00 per week** shall be levied for subsequent delay till to date of clearance of collection of particular month for both the Guest houses.

16.0 Catering charges for the food and beverages supplied to guests will be collected by the contractor from them at the rate to be finalised and made part of the contract. In case of official guests, the contractor would prepare the bill and get it duly signed by the guest before presenting the same to the Company for reimbursement. Any bill, not countersigned by the guest, will be liable to be rejected. For Official parties, bills shall be signed by the authorised representative of the Company.

Applicable as per the GST Clause

**18.0 Payment of Services Charges:**

The contractor shall raise monthly bill for charges for services rendered. Payment will be made after deducting Income Tax as applicable within reasonable time from the receipt of the bill.

**18.1 Arbitration:**

All disputes, differences, claims and questions, whatsoever which may arise either during the continuance of this contract or afterwards between contractor and the Company touching the interpretation and/or the execution of any clause of this contract or any other act, deed for commission or omission by any party or as to any other matter in any way relating to these clauses or rights, duties, obligations or liabilities of either party under these clauses shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1940 or any statutory modification thereto or re-enactment thereof in force at that time. The venue of such arbitration shall be Mumbai, Maharashtra State only.

**18.2 Jurisdiction :**

Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie in the court of competent civil jurisdiction in this behalf at Mumbai only (where this contract has been signed on behalf of the Company) and only the said court shall have jurisdiction to entertain and try such actions and/or proceedings to the exclusion of all the other courts.

**19.0 General:**

- 19.1 If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its employees, the Company reserves the exclusive and special right to terminate the contract our right without any notice to the contractor and in such event the contractor will not be entitled to any compensation from the Company.
- 19.2 Preparation will be made as per approved menus fixed by the authorised representative. Complaints about the quality of the food, snacks, beverage etc., served in the guest house shall be investigated by the authorised representative in the presence of the contractor. If on investigation, it is found that any preparation is substandard in quality/quantity, a penalty not exceeding Rs.500/- shall be imposed on the contractor for a particular short coming in a day. The decision of the authorised representative shall be final and binding on the contractor.
- 19.3 In case of persistent default on the part of the contractor regarding quality of preparation, the contract shall be terminable by one month's notice by the Company.
- 19.4 Should however, for any reason, the contractor abandons provisions of services in the guest house, without the permission of the Company, the authorised representative of the Company will be at liberty to break open the lock and make an inventory of the articles. Such an inventory shall be final and binding to the contractor in connection with any mutual claims. The Company will also be at liberty to make alternative arrangements for provisions of services in the guest house at the risk and cost of the contractor.

19.5 The authorized representative shall have unrestricted entry in to the guest house premises at any time.

19.6 Right to inspect and audit guest house account:

The Company reserves right to audit the account and check the stock position of the controlled raw material and articles provided by the Company.

19.7 No compensation for alteration in or restriction work :

If at any time from the commencement of the contract, the Company for any reason whatsoever does not require the whole or part of the services as specified in the contract, the authorised representative of the Company shall give in writing of the fact to the contractor who shall have not claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the fulfillment of the contract in full, by he did not derive in consequence of the full contract having not been made in the original contract.

19.8 Action in case of failure of contractor:

In the event of sudden failure, neglect, dislocation or stoppage of the guest house services by the contractor, the Company may get the work done by some other agency or departmentally at the risk and cost of the contractor, without prejudice to its rights to enforce performance in respect of the rest of the work. The contractor shall in such event pay to the Company the additional cost incurred for having such work done by some other agency. Without prejudice so any other rights, the Corporation may have in this Corporation may terminate the agreement by one month's notice to the contractor in writing and in such event the contractor shall have no claim for any loss or damage against the Company.

19.9 The successful tenderer has to execute the agreement with the Company on Stamp Paper of Rs.100/-. The cost of stamp paper is to be borne by the Contractor.

19.10 The contract can be renewed further after expiry of the contract, if the services are satisfactory without any changes in terms and conditions.

**20. Contract and Labour Act:**

The contractor shall abide himself and fulfill all obligations enforceable under Enforcement of contract labour (Regulation and Abolition) Act 1970 and absolve the Company entirely. In case the contractor has not fulfilled all the obligations under this contract at the time of tendering, his tender is not likely to be considered. Even after award of the contract, at any stage it is observed that an of his obligations under the act are not fulfilled, in addition to the action being taken in accordance with the provisions of the act, the contract may be cancelled and deemed as having been abandoned by the contractor and action taken suitably in accordance with the terms of the contract.

**21. Arbitration clause:**

**a. The matters to be determine by the Chief Engineer:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the C. E. and the C. E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

**b. Demand for Arbitration:**

- i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by M.S.E.D.C.LTD. of any certificate to which the contractor may claim to be entitled to or if the C. E. fails to make a decision (within 120 days). then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.
- ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.
  - a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Company.
  - b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim Within a period of 30 days from the date of appointment of the Arbitral Tribunal.
  - c) The Company shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
    - iii) No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
    - iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Company, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Company shall be discharged and released of all liabilities under the contract in respect of these claims.

**c. Obligation during pendency of Arbitration:**

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Company shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

In cases where the total value of all claims in question added together does not exceed Rs. 1, 00, 00,000/- (Rs. One Crore) the Arbitrate Tribunal shall consist of a Sole Arbitrator who shall be either the C. E. Of the Company or serving or retired officer of the Company/Government not below the grade of C. E. or equivalent nominated by the Chairman of the Company in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Company.

- i) In cases the value of the claim exceeds Rs. 1, 00, 00,000/- (Rs. One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of M.S.E.D.C.LTD. /Govt. not below the grade of C. E. / C.A.O. as the Arbitrators. For this purpose, the Company will send a panel of more than 3 names of arbitrators of one or more department of the Company/Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The Chairman shall appoint at least one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.

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- ii) If one or more arbitrator(s) appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay. The Chairman shall appoint new arbitrator s to act in his their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- iii) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- iv) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Company's servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- v) Arbitral award shall state item wise, the sum and reasons upon which it is based.
- vi) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- vii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- viii) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- ix) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- x) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Company from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 50,000/-. Provided further that the arbitrators who are in service of Govt./M.S.E.D.C.LTD. shall draw fees at half of the rates mentioned above.
- xi) Company shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- xii) The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- xiii) Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

## **22. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under clause or clauses of the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or

deducted by installments) or in the case of serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Company shall have powers to adopt any of the following courses as he may deem best suited to the interests of Company.

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Company.

(b) To carry out the work or any part to the work departmental debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work completed and crediting him with the value of work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case contract shall be rescinded and under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the course referred to in clauses (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Company under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however, that the contract shall have no claim against Company even if certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Executive Engineer, the contractor, shall have no claim to compensation for any loss by him by reason of his having purchased, or procured materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

## **23. ACTION IN THE CASE OF DEFAULT BY CONTRACTOR**

In any case in which any of the powers conferred upon the Executive Engineer by clauses 4&5 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waive of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clauses (a) or (c) of clause 4, he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the contract rates or, in the case of contract rates no being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may be notice in writing to the contractor of his clerk works, foreman or other authorized agent required him remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and in the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

## **24. PAYMENTS TO CONTRACTOR**

The rates for several items of work/RSK/CIVIL/Est-124/2023-24 Rs.1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with sanctioned specifications. In case where the items of work are not accepted as so completed the Executive Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final on account bills.

## **25. TIME LIMIT FOR COMPENSATION CLAIMS:-**

Under no circumstances whatsoever shall the contractor be entitled to any compensation from Company on any account unless the contractor has claimed in writing to the Engineer-in-charge within one month of the cause thereof.

## **26. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any materials or articles provided by him for the execution work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then withstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work materials or articles so specified in whole or in part, as the case may require, shall remove the , materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost in the event of his failing to do so within a period to be specified by the Engineer-in-charge in written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure at aforesaid the Engineer-in-charge may rectify or remove, the re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

## **27.0 INSURANCE**

As per Government of Maharashtra Resolution (1) No.AIF-2183/CR -174 /83ADM-5 dated 16.1.1984 (2) Vimasa-1098 /Pr.Kra 28/98/shashan Hami dated 19.8.1998 (3) Vimasa-1011/Prakra 15/Vima Prashasan ,dated 29.04.2011and MSEDCL's No.IR/insurance /9623 dated 13.4.2012 ,contractor's all risk (CAR) insurance policy or Transit cum Erection (TCE) or Erection all risk(EAR) insurance in respect of contract works awarded by MSEDCL as principle to the contract work and workman's compensation insurance in respect of workmen engaged and deployed by the contractors to complete contract work is required to be obtained from the Director of insurance ,the Govt. of Maharashtra , Graha Nirman Bhawan (MHADA) ,264, First floor,Opp. Kalanagar ,Bandra (E),Mumbai 51 under direct method or from the insurance company approved by the Director of Insurance on co-insurance cum servicing basis under direct method.If you have not drawn the policy then 1 % of work order amount will be recovered from your bill.

- 27.1.** Without limiting his obligations and responsibilities under various clauses of these " Special Conditions of Contract " the contractor shall insure and keep insured during the contractual period including extensions there to and the stipulated maintenance period or till the work is handed over to the Company as stipulated elsewhere in this specification, whichever is later, in addition to the insurances required to be taken out under any of the Central, State and Local Laws, also for the eventualities of all types of accidents, fire, riots, sabotage and natural Calamities, for the following:

### **Workmen's Compensation insurance full cover.**

- 27.2.** The limits stated above shall not mean to limit or dilute the contractor's liability to make good the paid by the Contractor from his own funds. The contractor in his own interest is therefore advised to insure against all eventualities including third party property damage full cover. The insurance agency shall be preferably the Maharashtra Government Insurance Fun, Insurance with other

agencies will be acceptable only on the prior written approval of an officer of the Company not below the rank of Supdt. Engineer.

- 27.3.** The insurance shall be at the sole cost of the contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rates for the various items under Schedule "B") and all formalities for taking out the above stated insurance shall be completed by the Contractor and all documents in support thereof shall be submitted by the contractor to the Executive Engineer - in-charge, before the commencement of the work.
- 27.4.** In the event of occurrence of an accident ( the contractor shall take all actions to assess and lodge the claim with the Insurance Agency and take all follow up actions thereafter till settlement, keeping the Executive Engineer-in-charge informed of all developments from time to time. The contractor shall be held liable for non compliance of any of the prescribed procedures in lodging of the claim, payment of premia etc and in such an event the contractor shall have to make good and pay all damages and claims from his own funds.
- 27.5.** If the contractor shall fail to insure and keep in force the insurances referred to in para above or any other insurances which he may be required to effect under the terms of the contract, then and in such case, the Engineer-in-charge may at his option effect and keep in force any such insurance and pay such premium or premier as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Companies overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover the same as a debt due from the contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Companies right to recover from the contractor directly, the costs towards any loss, damage etc. remain unchanged, irrespective of whether the Company has effected the insurance or not. Also provided further that non-insurance by the Company in terms of this clause shall not in any manner affect the liability of the contractor in terms of any other clauses under the contract.
- 27.6.** All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate alongwith the original set of papers shall be submitted by the contractor to the Executive Engineer-in-charge for verification and record. The original paper may be returned to the contractor after verification. The Companies not bound to pay neither is the contractor eligible to receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance are completed by him.
- 27.7.** In case the work covered under this specification is split up into two or more parts and awarded to two or more tenderers, the liability of such contractor under this insurance clause shall not be proportionately diluted, but will be applicable in its entirety for each contract.

**28.0** **NEGLIGENCE**

If in the opinion of the Company, the Contractor

- (a) Neglects to execute the work with diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the work, or contravenes the provisions of the contract, the Company may give a 7 days notice in writing to the contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonable necessary for making it good.
- (b) Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical personnel and which in the opinion of the Company is likely to result or has resulted in sub-standard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or if the Company so desires to take the work wholly or in part out of the contractor's hands and execute departmentally or recontract with any other agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall, be entitled to retain and apply any balance which may be otherwise due on the contract by the Company to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

During the contractual period, if the performance works of the agency is poor /not satisfactory, the undersigned has the right to terminate the contract by giving 7 days Notice which will be final & binding to the contractor.

Executive Engineer (Civil)  
Nashik.

**(FORM-III)**

**AGREEMENT PROFORMA**

THIS AGREEMENT made at Nashik this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called 'THE CONTRACTORS' which expression shall unless excluded by or repugnant to the context include its successors or permitted assigns) of the one part and the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited (Hereinafter called 'THE COMPANY' which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part

WHEREAS the Executive Engineer (Civil) MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited, Mumbai invited tender according to the powers held by him as per rules for the work of \_\_\_\_\_ in accordance with the plans and specifications, annexed therein and WHEREAS the said tender was accepted by the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited under letter of intent No. \_\_\_\_\_ and work order No. \_\_\_\_\_ placed with the said contractor on the terms and conditions specified in the tender and aforesaid work order letter of the Company and on the condition of the contract as specified in the tender documents of the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited attached with the tender.

NOW THI AGREEMENT witnesses and it is hereby agreed and declared as under:

In consideration of the value of contract viz. Rs. \_\_\_\_\_ placed with contractor on the terms and conditions specified in the contract, the contractor hereby covenants with the Company that he shall and will duly provide and execute the work and shall perform all other works and things in this

contract mentioned and described ~~in the contract~~ ~~may reasonably be necessary for the~~ completion of the said work within and at the same time and in the manner and subject to the terms and conditions and stipulations contained in this contract and the Company shall pay to the contractor all the sums of money as and when they may become due and payable under the provision is of this contact.

The contractor shall undertake the work of Running, Maintenance and Management of VIP Rest House at Vidyut Bhawan, Nashik Road, Nashik Dist- Nashik. as mentioned and described in the contract as per specifications and tender accepted vide letter of intent no. \_\_\_\_\_ and will complete the same in stipulated period in accordance with plans and specifications and conditions annexed.

The contractor shall complete the work as per the terms and condition specified in the company's letter of intent No. \_\_\_\_\_ and work order No. \_\_\_\_\_ and terms and conditions specified in the Tender documents for the works attached. The contractors shall indemnify the company for all claims for injury caused to any person. Whether workmen or not. While in upon the works or the site and the said company shall not be bound to defend any claims brought under the workmen's compensation Act and the contractor shall be liable for any such claims. This agreement shall valid during the currency of contract period including extension of time limit if any, or upto expiry of he maintenance period beyond the physical completion of the work as accepted by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited whichever is later.

The aforesaid company's letters along with tender submitted by the contractor along with plans and specifications and his acceptance letter \_\_\_\_\_ and the Tender documents for the works of the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY Limited shall be deemed to be the part of this contract The said papers are signed by \_\_\_\_\_ for and on behalf of the contractor and by \_\_\_\_\_ for and on behalf of the company for the purpose of identification and annexed herewith as schedule.

- 1.
- 2.

IN WITNESS WHEREOF the parties here to have signed this Agreement of the data respectively mentioned against their signature.

Signature and Delivered by duly constitute attorney

For and on behalf of the contractor, in the presence

Of \_\_\_\_\_

- 1.
- 2.

Signed and delivered by

- 1.
- 2.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY

And on behalf of MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY

Limited

In the pre presence of

- 1.
- 2.

Note: The value of Stamp paper for agreement is RS 500/- up to ten lacks Plus RS. 100 for every one lack or pat thereof above Rs Ten Lacks

## MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.

Civil Division Division Nashik

## SCHEDULE "B"

Name of Work: Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .

Item No	Particulars	Qty	Unit	Rate	Amount
1	Providing day to day House keeping and catering services round the clock assisting khansamain providing room service in dining room, cleaning of utensil. Attending services, sweeping of Rest House, dusting/mopping of rest house daily twice , cleaning of toilets, W.C. suites of rest house . By using cleaning material daily cleaning of sewer ,Nalies etc and cleaning of overhead tank , etc All works as per terms and conditions enclosed.1 <b>Khansama Residential full time ,2 attendents for a day Compulsory.(The daily attendance registrar maintain by agency and duly certified by SDO only &amp; submit with bill )</b>	12	months	52634	631608
2	Providing of Laundry services. This includes washing the bedsheets, chadders, pillow covers, towels and napkins,blankets Curtains . Carpet cleaning, Ironing , replacing bedsheets and chadders . as directed by the MSEDCL's authorized representative and providing daily News papers etc complete .( <b>Maintain the registrar for Laundry services for prescribed material and verify by SDO only</b> )				
	1)Single Bed Sheet	120	No	20	2400
	2)Double Bed Sheet	60	No	30	1800
	3)Blanket Dry Cleaning	48	No	350	16800
	4)Towel & Napkins	120	No	30	3600
	5)Chadder	60	No	150	9000
3	Supply of consumables as mentioned in the tender documents like brooms, sponges, kharatas, tile cleaner, pesticides, naphthalene balls, room freshners, soap, detergent , etc. and as per instructions by the Engineer in charge.( <b>The material recieved in rest house quality Check and verify by SDO only at the time of bill</b> )	12	months	1341	16092
				<b>Total</b>	<b>681300</b>
				<b>Add GST 18%</b>	<b>122634</b>
				<b>Total</b>	<b>803934</b>

Executive Engineer ( C )  
Civil Division,Nashik



**MEMORANDUM OF TENDER DECLARATION.**

<b><u>Name of work:</u></b>	<b>Running and Management of Rest House at OPH, Ahmednagar Dist- Ahmednagar .</b>
<b><u>Tender specification No.:</u></b>	<b>EE (C) / NSK / CIVIL /T-124 / 2023-24</b>

- 1) I/we hereby declare that I/We have made myself / our selves thoroughly conversant with the local conditions regarding all the construction materials and labour and time limit on which my/our rates for the work are based. The governing conditions of contract and construction specifications and the leads involved have been carefully studied and understood by me/us before submitting this tender. I/We also undertake to use only the best material approved by the Executive Engineer In charge and abide by his timely decisions.
- 2) I/We have gone through and apprised myself/our self of the various items and rate covered in the schedule 'B' bill of quantities and the rate attached to his memorandum comprising of item running in printed pages numbered from\_\_\_ to \_\_\_ to and the details under schedule -'A' bill of materials to be issued by the MSEDCLs for incorporation in the work.
- 3) I/We hereby tender for the execution of the work at

**UNIFORM PERCENTAGE OF**

\_\_\_\_\_ Only (in figure)

( \_\_\_\_\_ ) (In words)

ABOVE / BELOW / AT PAR

The estimated item rates entered Schedule "B" of the tender.

Name of the Contractor /firm.

Signature of the Contractor.

Address.

Common seal.

**(The tenderer should duly sign this page and the page along with signature and seal of contractor should be submitted on line by the contractor.)**

**Note:**

1. Strike out whichever is not applicable.
2. The percentage shall be filled in both words and figure unavoidable shall be crossed out, rewritten and sign in full before submission of the tender.
3. The name of the contractor signing the tender shall be written with his address.
4. If the percentage variation above more than +/- 5% (Five percent) rate analysis/justification shall be given separately and uploaded.
5. No Price escalation, variation is applicable to this work & no claim for price variation will be entertained on any account.

# LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Civil Work General Services in NO	CIVIL_NO	Number	9954	1		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	Civil Work General	Price bid
2	Past Performance: You shall have experience in last 5 years preferably for successful running of the	Technical Section	Civil Work General Services	Past Performance: You shall have experience in last 5 years preferably for successful running of the Guest House
3	Valid License from Food & Drugs, Authority	Technical Section	Civil Work General	Valid License from Food & Drugs, Authority
4	Checklist	Technical Section	Civil Work General	Checklist
5	Registration under Shop and Establishment act	Technical Section	Civil Work General	Registration under Shop and Establishment act
6	Earnest Money Deposit & Date ( copy to be attached ) , online payment details( if p	Commercial Section		Earnest Money Deposit No.& Date ( copy to be attached ) , online payment details( if paid online ) ) ( No exemption for tender fee & EMD will be given on SSI & MSME certificates , for Be
7	ESIC registration ( ESIC Code ) ( Please enclose a copy ) if applicable	Commercial Section		ESIC registration ( ESIC Code ) ( Please enclose a copy ) if applicable
8	Registration under PF ( PF code ) ( Please enclose a copy )	Commercial Section		Registration under PF ( PF code ) ( Please enclose a copy )
9	Pan Card details.	Commercial Section		Pan Card details.
10	Bombay Police Verification of the agency from last 3 years..	Commercial Section		Bombay Police Verification of the agency from last 3 years..
11	Purchase of Tender ; Please quote Money Receipt No. & Date / on-Line payment details (if paid onlin	Commercial Section		Purchase of Tender ; Please quote Money Receipt No. & Date / on-Line payment details (if paid online) against which Tender is purchased.
12	Solvency Certificate of Nationalized Bank/Scheduled Bank amounting to Rs 5.00 Lakhs	Commercial Section		Solvency Certificate of Nationalized Bank/Scheduled Bank amounting to Rs 5.00 Lakhs
13	Income Tax Returns of last 3 years.	Commercial Section		Income Tax Returns of last 3 years.
14	Turn Over certificate of last 3 years from C.A.	Commercial Section		Turn Over certificate of last 3 years from C.A.
15	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Company, P	Commercial Section		Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Company, Please furnishes the documentary evidence for the same. Authorization details.
16	Valid Registration under GST.	Commercial Section		Valid Registration under GST.