

SE/WSM/TECH /Tender/2024-25/T-07

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		12-03-2024 06:43:45
Tender Code	SE/WSM/TECH /Tender/2024-25/T-07	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	PROVIDING SKILLED LABOURS ON OUTSOURCING BASIS FOR DSS CONTROL ROOM UNDERWASHI MCIRCLE	
Estimated Cost (In Lakhs)	10	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	Sunil Pathak , 7875763266	
Pre-Qualifying Req	As per Tender Documents	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Human Resource Department	
Office Type	CIRCLE	
Location Type	Washim Circle	
Designation	Manager(HR)	
Pre-Bid Meeting Address	Office of The Superintending Engineer, MSEDCL Circle Office Vidhyut Bhavan Civil Line Washim 444505.	
Bid Opening Address	Office of The Superintending Engineer, MSEDCL Circle Office Vidhyut Bhavan Civil Line Washim 444505.	
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	14-03-2024 10:00	
Tender Sale End Date	21-03-2024 15:00	
Bid Start Date	14-03-2024 10:05	
Bid End Date	21-03-2024 17:00	
Pre-Bid Meeting Date	18-03-2024 11:00	
Techno-Commercial Bid opening on	26-03-2024 11:00	

Price Bid opening on	28-03-2024 11:00
Annexure C1 Opening Date	NA
Winner Selection Date	28-03-2024 12:00
Can Bidder Opt EMD Exemption	N



T-07
24-25

BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

O & M CIRCLE WASHIM

**PROVIDING SKILLED LABOURS ON OUTSOURCING BASIS
FOR DSS CONTROL ROOM
UNDER WASHIM CIRCLE**

General Instructions & Price Bid

BID NO. SE/WSM/TECH /Tender/2024-25/T-07

EXECUTING AGENCY

**SUPERINTENDING ENGINEER,
O & M CIRCLE M.S.E.D.C.L.
CIVIL LINE, WASHIM**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. MAHARASHTRA
STATE (INDIA)**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE, WASHIM**

TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

- 1) Name of work:** - Contract for Providing Skilled Labours on outsourcing basis for DSS control room under washim Circle
- 2) Estimated Cost :- Rs. 10.00 Lakhs
- 3) E. M. D. Amount :- Rs. 10000 /-
- 4) Cost of Tender Document :- Rs. 1180 /- (Including GST)
- 5) Last Date of E. M. D. Payment. :- **21.03.2024 upto 15.00 Hrs**
- 6) Sale of Tender :- Tender Documents will be available on **<http://works.mahadiscom.in/eTender/etender> from Dt.14.03.2024 to Dt.21.03.2024 upto 17.00 hrs**
- 7) Last date of Uploading Tender :- **21.03.2024 upto 17.00 hrs**
- 8) Date of Opening of Technical Bid :- **26.03.2024 at 11:00 Hrs.**
(If Possible)

Superintending Engineer
O & M Circle, M.S.E.D.Co.Ltd.
WASHIM

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE WASHIM**

TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

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**Superintending Engineer
O & M Circle, M.S.E.D.CO.Ltd.
Washim.**

WASHIM/ Outsourcing/2024-25/T-07

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE WASHIM
TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

e-TENDER NOTICE

Separate e-Tenders are invited in two bid system from Registered, Licensed Electrical contractors, Suppliers, Labour contractors for following works

1. Tender for Providing Skilled Labours on outsourcing basis for DSS control room under WASHIM Circle against tender no **SE/WSM/Tech/Tender/2024-25/T-07**. The estimated cost of tender is **Rs 10.00 Lakhs**. (EMD Rs 10000/- & Cost of Tender Rs 1180/-)

The tenders shall be processed as per e-Tendering procedure of MSEDCL. The tenders can be downloaded from our website works.mahadiscom.in/eTender/etender OR www.mahadiscom.in from 14.03.2024 to 21.03.2024 upto 15.00 hrs. Cost of Tender to be paid ONLINE only. Last date of EMD payment 26.05.2023 upto 15.00 hrs
Last date for uploading of Tenders 26.03.2024 upto 17.00 hrs
Contact person Dy Executive Engineer (P) Mob No.7875026895

AKLZ/PRO No.36 /11-03-2024

Superintending Engineer,
O & M Circle, MSEDCL,
Washim

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE WASHIM**

TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

1. Scope of Work :

1. The work will cover to provide skilled graduate operator for DSS control room competent to receive, Communicate the information correctly & efficiently on Telephone & P.C. They should be punctual in the duties. They should have good working knowledge of Windows Xp, MS-Office, Excel Able to download send messages through E mail/Fax efficiently.
2. Control Room will be in operation for 24 hours as below.
3. Operator has to follow all the instructions issued by EE (A.D.M.) of C.O. complete all the work assigned to him in time. While on duty operators as detailed below are required for O & M Circle WASHIM.

2. Activity Schedule :

- 2.1. Operating control room to start
- 2.2. Control room will be operate 24 hours. In three shifts a) 0=00 to 8=00 hours 1 operator b) 8=00 hours to 16=00 hours 2 operator c) 16=00 hours to 24=00 hours 1 operator.
- 2.3. The operators will note down all the information received at control room and consolidate it and send it to concerned.
- 2.4. Any information required by Zone office should be collected from concerned MSEDCL division control room on Telephone & should be informed to Operating officer of circle office.
- 2.5. The operators must be well conversant with the MP, MLA and Local Leader as well as H.O. MSEDCL. & Consumers, offices phone No. He has to inform the break down details to VIP consumer.
- 2.6. He should be well conversant with down loading reports from computer through E-mail.
- 2.7. There may be change in his work to the convenience of MSEDCL.,

Superintending Engineer
O & M Circle, M.S.E.D.CO.Ltd.
Washim.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
(O. & M.) CIRCLE, WASHIM
TENDER NO. SE/WSM/TECH /Tender/2024-25/T-07
SPECIAL INSTRUCTIONS FOR SUBMISSION OF TENDER DOCUMENTS

- Your offer should be submitted in Two Bid formats on Internet Only.
- You will have to pay e-Tender processing Fee (non-refundable) of **Rs 1180.00**(Including GST)**ONLINE ONLY**. Without payment of e-Tender processing fee, downloading of Tender document is not possible. Scan Copies of B.G./Online Payment Receipt of MSEDCL against EMD should be uploaded on website with tender documents. Original Copies of B.G./Online Payment Receipt of MSEDCL Must be submitted to the office before opening of Technical bid.
- “Technical Bid” should contain only documents mentioned in Tender.
- “Commercial Bid” should contain Rates offered in given Tender Format only.
- After receipt & verification of full documents / Certificates as required in Technical Bid, then only Commercial Bid will be opened. Tenders will not be accepted without payment of EMD. For any further qualifying conditions & information regarding tender, the bidder may contact Exe Engineer (Adm), C.O., WASHIM before opening of tender. Undersigned reserves right to reject any or all bids without assigning any reason thereof.
- For any queries please contact Exe Engineer (Adm), C.O., WASHIM before opening of tender.
- Before opening of Technical Bid, the bidder must submit original B.G./Online Payment receipt of EMD to this office without fail. Otherwise proposal will be treated as irresponsive.
- Bid only in electronic format will be accepted. No Hard Copy of Bid will be accepted in any case.
- While uploading Bids on our website, Technical Bid and Commercial Bid Should be uploaded separately. In Commercial Bid only Price Bid pages duly filled, Signed & Stamped should be uploaded.
- The required tender documents should be uploaded well in advance to avoid last minute rush/congestion in network. **However MSEDCL will not be responsible for non uploading of documents due to congestion in network / server problem or whatsoever.**

- It is not necessary to upload all tender booklet on web site.
- The Tender documents shall be submitted **in following manner only**.

FOLDER NO. 1 :- FOR QUALIFICATION BID.(Technical Bid)

This FOLDER shall contain Scan copies of the following certificates. True – copies of the certificates should be attested by competent authority or original document be produced during Tender opening. The original certificates will have to be produced by the contractors if demanded before acceptance of the Tender. The details of EMD (Scan Copies of DD/B.G./MR/ No.& Date) should be Specifically uploaded with this folder.

The documents as below from 1 to 16 are compulsory primary documents for qualifying Technical Bid.

- 1) The agency should have a prior experience in any of man management technical activities with employees and managers skilled personnel. The said agency should have contracted at least 4 personnel.
- 2) The agency should have executed Single Order of 20% of estimated cost, two orders of 25% of estimated cost or three orders of 30% of estimated cost in Last three years
- 3) Certificate of Registration under PF with PF Code No
- 4) Registration certificate under Bombay Shop Act
- 5) Bank Solvency amounting to 100% of tender value from any nationalized / schedule bank valid for current year.
- 6) Service Tax registration certificate
- 7) Workman Compensation Policy/ESIC Registration
- 8) The Scan copies of EMD (DD/B.G./Online payment receipt/MRNo.& Date) should be uploaded. The price bid will not be opened without payment of E.M.D. and details thereof.
- 9) Name and Complete address of the bidder
- 10) Name of Contractor with permanent residential address along with proof of residence
- 11) License to provide contract labours under labour Act
- 12) Name of Contractor's Bank, its Address and Account Number
- 13) Annexure A
- 14) Annexure B

FOLDER NO.2 :- PRICE BID. (Commercial Bid)

This Folder shall contain the price bid duly filled in with rates, all schedules as applicable.

FOLDER No. 2, shall be opened only in r/o. such bidder who qualify after opening of FOLDER No.1(Technical Bid). Folder No 1 should clearly be mentioned as “**TECHNICAL BID**” and also “**Qualification Bid**” similarly FOLDER No 2 should clearly be mentioned as “**COMMERCIAL BID**” and also “**Price Bid**”. Putting wrong Words/Numbers on Folder shall be liable for total rejection of Tender.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**(O & M) CIRCLE WASHIM**

TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

INSTRUCTIONS TO THE TENDERERS.

TENDER form complete with all prescribed particulars duly sealed, together with supporting documents as per tender notice, enclosed in sealed covers and addressed to the Superintending Engineer O & M Circled, Vidyut Bhavan, Civil Line, WASHIM uploaded at the Company's web address on date & time as mentioned earlier.

TENDER AGAINST No. SE/WSM/Tech/Tender/2024-25/T-07

- 1) .Providing Skilled Labours on outsourcing basis for DSS control room & Peon for various offices under WASHIM Circle.
- 2) The tender offers, unsigned, without accompanying schedule of rate, mutilated, incomplete, Over written, conditional, tender pages detached etc. shall be liable for rejection.
- 3) **The general terms conditions as per printed booklet of MAHADISCOM, for 'Tenderer & Contract for work' shall form the part of the tender documents, and shall be binding on the successful tenderer. The tenderer should attach necessary documents of experience along with his offer.**
- 4) TENDERER'S should carefully read the TERMS & CONDITIONS OF THE TENDER & follow the instructions contained there in scrupulously before submission of TENDER. In case of any omission in the TENDER, the TENDER shall be liable for rejection.
- 5) If any doubt in respect of any of the conditions, same should be got clarified in writing from the office of the undersigned before submitting the TENDER.
- 6) The TENDER must be accompanied by Earnest money of one percent (1%) of total estimated cost of work.
- 7) All entries in the Tender should be in ink. Erasing & over writings are not permissible. All corrections & insertions should be initiated by the Tenderers.
- 8) All pages should bear the initials of the TENDERER at the foot of each page.
- 9) The TENDER shall be strictly submitted in manner as specified TENDER-NOTICE.
- 10) Any bid received by the employer after the due date & time shall not be accepted.

**Superintending Engineer
O. & M. Circle M.S.E.D.Co.Ltd.,
WASHIM.**

WASHIM/ Outsourcing/2024-25/T-07

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE WASHIM**

TENDER NO. SE/WSM/TECH/Tender/2024-25/T-07

GENERAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

1. **EARNEST MONEY DEPOSIT** : All Tenderer's are required to pay E. M. D. as per existing rules to the extent of 1% of the estimated value of the Tender.
Mode of payment : E. M. D. may be remitted upto Time & Date mentioned earlier at our office by Online payment receipt/D. D./B.G. of any Nationalised / Scheduled Bank, in the name of Superintending Engineer, O. & M. Circle, WASHIM. E. M. D. remitted in any other than prescribed form will not be accepted. **The B.G. should be valid for minimum 120 days after Last date of submission of Bid.**
 In no case exemption from payment of earnest money will be granted (Except registered S.S.I. units). As such, the Tenderer's are requested not to make any request for exemption.
 The Tender offer without E. M. D. will be liable for rejection.
2. **eTENDER PROCESSING FEE (COST OF TENDER)**: All Tenderer's are required to pay Cost of Tender Rs 1180.00 (Including GST) by **ON LINE only**. Tender Cost remitted in any other than prescribed form will not be accepted. The Tender offer without Cost of Tender will be liable for rejection.
3. **REFUND OF EARNEST MONEY DEPOSIT** : Bidder should surrender the original Money Receipt issued by this office to facilitate refund of E. M. D. Therefore, the Bidders are advised to preserve the Money Online receipt properly. Bidder should submit the application along with original money receipt for refund of E. M. D. No interest will be payable by the purchaser on the E. M. D.
4. **VALIDITY** :- The offer shall remain valid for 90 days from the date of opening. Thereafter also, it will be treated as valid until withdrawn by the Tenderer by giving notice in written to this office.
 In case, the Tender offer is withdrawn between date of opening & expiry of 90 days of validity period or in the event of refusal to accept the order or to pay the security deposit as per clause within stipulated period as mentioned in detail order, the E. M. D. deposited by the Tenderer will be forfeited & no claims there off will be entertained.
5. The contractor's bill will be subject to recovery of Income – Tax (at source) as applicable & other statutory recovery, if any.
6. Any amount or amounts which becomes payable by the supplier to this office under particular contract may be deducted by this office from any amount / amounts due or becoming due for payment by this office to the supplier under the same or any other contract with M.S.E.D.CO.LTD.
7. Conditional tenders will be rejected out rightly & earnest money is likely to be for forfeited.
8. Tenderer is requested to go through the tender documents carefully & if there are any doubts regarding the meaning of any clause of the tender or of the specification, he should contact the undersigned & get it clarified in writing before tenderizing. If any point is raised after tendering or during the contract period, the verdict of the undersigned thereof will be final & binding on the contractor.
9. The interpretation of the undersigned on any matter or decision on any disputable points will be final and binding on the contractor.

WASHIM/ Outsourcing/2024-25/T-07

10. Tenderers should sign "Annexure A" in token of having read & accepted the all tender conditions. They should also fill in all details as asked in tender & should be submitted while tendering.
11. All disputes or differences arising under, out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the WASHIM Court only.
12. The tender documents are not transferable.
13. Other terms & conditions if any will be incorporated in the detailed order at the time of order.
14. This work should be carried out as per the directives of Executive Engineer of concerned division.
15. The contractor's labour will have to execute the works as described in details under head "**Scope of Work**" attached.
16. The MSEDCL reserves the right to add/omit any term/terms found necessary for the work or to cancel the full order without assigning any reason.

2.0 **AGREEMENT** : The contractor will have to sign an agreement on Court Stamp Paper in prescribed format. The cost of stamp paper will be in the contractor's account. The agreement is to be signed on Court Stamp Paper of value as per HO circular in prescribed format.

3.0 **Right to accept or reject the bid :**

- 3.1 The employer reserves the right to accept or reject any or all bids and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidders or bidders on the grounds for the employers action.
- 3.2 The employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection.
- 3.3 The employer reserves the right to split up the order, if in its opinion felt necessary in the interest of the MSEDCL.

4.0 **MANPOWER**

- 4.1 Age Limit of Person engaged should be as per Government rules & for MSEDCL Employee it is exempted.
- 4.2 The agency undertakes to provide uniform, shoes, name badges, photo identity card etc to all personal as approved by MSEDCL. It will be mandatory for employees of Agency to display the identity Card, Name plate & uniform while on duty. All the expenditure is to be borne by the Agency.
- 4.3 MSEDCL. will carry out independent checks, as required.
- 4.4 It is responsibility of contractor to give weekly off to each Person engaged. Providing reliever will be the sole responsibility of Agency.
- 4.5 The engaged persons shall be physically fit, energetic and of sound constitution.
- 4.6 Any Person provided by the contractor whose work is found unsatisfactory , shall be immediately replaced by the contractor.
- 4.7 Every engaged person will make his own arrangement for attending duties at the places. Company shall not provide any vehicle or conveyance to concern operator.

4.8 **Educational Qualifications** **(A) For DSS Control room operator**

1. Degree of recognized university&
2. Should have passed MSCIT exam
3. Persons with previous experience shall be preferred.

(C) LIKELY STATUS OF POSTS FOR WHICH OUTSOURCING PERSONS ARE NEEDED

Post

- i. DSS Control Room operator(Skilled labour): 04 Nos

Above notified position is only Likely. No of posts may change as per real time requirement. **The undersigned reserves all the rights to curtail/extend /modify numbers of posts to be filled as per vacancy position and real time requirement.**

The agency **MUST** submit the Bio-data with Photograph and copies of certificates of educational qualifications of persons to be engaged.

5.0 Period of Contract

5.1 The contract period is of 12 Months or exhaust of Tender amount whichever is earlier. However the same shall be reviewed after 1 month and it will be optional for MSEDCL to terminate the contract in case of unsatisfactory service by the Agency.

The number of persons and the amount of work order may change according to the filling of vacancies by dept posts from time to time.

If desired the period of order can be extended for a period upto 3 months or till finalization of new contract whichever is earlier.

6.0 Legal :

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

6.2 Agency shall indemnify MSEDCL., against any liability or damages by way of compensation arising from any accident to person related to or unrelated to agency or MSEDCL.,

6.3 Agency shall bear the entire responsibility and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Contract Labour Act 1970, Bombay shop act etc. and day other relevant regulations, as the case may be.

6.4 Agency shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encasement, etc. as per statutory provisions.

6.5 Necessary payment and liabilities shall be the responsibility of Agency irrespective of payment received from M.S.E.D.C.L., or otherwise.

6.6 All taxes and dues payable to government and or local authorities in respect of these work shall be the responsibility of Agency and the Agency will have to indemnify M.S.E.D.C.L., against liabilities on account of such levies or taxes.

6.7 In the event, Agency is not in a position to complete the contract or any part of contract for any reason whatsoever, M.S.E.D.C.L., will make ultimate arrangement to complete the work at the cost, risk and responsibility of Agency, together with a fine of Rs. 2000/- each time. Contract will be automatically terminated after 3rd such event. The decision of competent authority will final & binding to all.

7.0 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 contract, shall be referred by the contractor to the S.E. and the S.E. shall after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing. The decision of S.E. will be final & binding to all.

8.0 Rate :

Agency shall quote all-inclusive rate per operator for each center. MSEDCL will not pay any amount over and above the quoted rate. Hence the rate should cover all statutory non-statutory levies, taxes, etc. In case any taxes and levies are required to be paid directly by MSEDCL., the same will be debited from Agency bill for making necessary payment by MSEDCL., ONLY SERVICE TAX AT PREVAILING RATES SHALL BE PAID EXTRA.

The rates are to be mentioned in format Schedule "A" only. While finalising the rates, the directives issued by ED(HR) vide circulars mentioned in schedule A will be binding.

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

9.0 Terms of Payment :

Irrespective of receipt of payment from MSEDCL, the agency MUST deposit monthly wages of outsourcing labours in their Bank accounts before 7th of every month.

MSEDCL., will make payment within 45 (forty five) days of submission of correct bill as per & subject to availability of funds. As per MSEDCL rules no interest or penalty will be payable by MSEDCL., due to nonpayment of bills. Bills should be submitted to concerned office of working of outsourcing labours. The bills submitted by agency should be forwarded to Circle office for payment with checks, remarks & signs of forwarding officers. Bills are to be certified by concerned E.E. Attendance of outsourcing employees and Billing purpose agency has use Sampark Portal. No manual attendance and bill will be accepted.

Payment will be made by RTGS only. Hence necessary documents shall be attached during submission of bid.

The bills shall be accompanied with following documents.

- A) Names and bank account details of Laboures employed
- B) Attendance sheet of Laboures.
- C) Muster cum Wage register (Format enclosed)
- D) Payments receipts from Laboures or bank statement.
- E) PF payments documents along with names of the Laboures.
- F) Certificates of surprise checks.
- G) Certificates regarding service tax.
- H) ESIC Paid challan & Receipts

10. Guarantee :

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

11. Special condition :

- 11.1 The EMD will be forfeited in case of I) If the bidder with draws his bid during the period of bid validating. II) In case of successful bidder if fails within the specific time limit to furnish the required performance security.
- 11.2 The changes required by MSEDCL., during the contractual period will have to be implemented by the Agency free of cost.
- 11.3 The contractor shall be responsible to carryout obligation under various Govt. Acts. Like minimum wages act payment and wages act. Factory Act, Contract Labour Act, Workman Compensation Act, Gratuity Act, ESI. Act, Provide Fund Act, etc. and or any statutory obligation for which Company, shall not be at all responsible. The contractor shall be produce copy of CPF, deposit along with his bills.
- 11.4 The contractor shall provide additional PERSONS, as per our requirement, at any time, on the same terms and conditions of the contract where this Office has a requirement.
- 11.5 **All terms, conditions and measures mentioned in ED(HR) circular 23880 dt 23.08.2012 (copy uploaded) are obligatory and should be followed by bidder.**
- 11.6 **The contractor must maintain Muster cum Wage register as per ED(HR) circular mentioned above.**
- 11.7 **If the rates quoted by more than one Technically qualified bidder are found to be equal, then the work will be distributed equally among all**

12 Penalties :-

- a) The penalty of Rs.500/- shall be levied for violation of any conditions stated above, on cash count.
- b) It is mandatory to give weekly-off to the Laboures, Failure to which, the penalty @ Rs.100/- per overtime man-day shall be levied, besides above penalty above penalty.

- 13 **Termination of contract :-** The contract can be terminated at any time if the theft / loss of materials/damages is detected/reported by the operating Officer. Similarly if the work/ conduct report of contractor is found adverse and if any of contract conditions is violated by the contractor, the contract can be terminated at any moment and fresh contract shall be placed at the risk and cost of the contractor.

14 Security Deposit :

Agency shall be required to deposit 10% of the order value as security deposit (S.D.) in the form of cash /B.G. within 7 days of intimation of acceptance of tender. It shall be unconditional and should cover a period of 3 [Three] months after the end of

contract period. If necessary the said Bank Guarantee can be renewed as per Bank rules. The format will be supplied at the time of placing order.

15. Safety Precautions and Accidents:

- i. Adequate precaution shall be taken by the persons sponsored by Agency / Society to prevent damage to various equipment.
- ii. All safety measures, procedures laid down by in the statutory Acts & Rules and also laid down by the MSEDCL shall be observed by the persons sponsored by the Agency / Society of the Apprentices.
- iii. Persons sponsored by the Agency / Society of Apprentices shall follow operating instructions issued from time to time by the MSEDCL and Controlling Officer scrupulously.
- iv. The persons sponsored by the Agency / Society of Apprentices shall make the use of safety equipment properly.
The Agency / Society of Apprentices shall be solely responsible for safety of their persons. The Agency / Society shall also be responsible for payment of compensation in case of any accident to their persons of any nature eg. Fatal/ Electrical / Mechanical fatal / non-fatal etc. etc.
- v. The Agency / Society shall apprise the persons sponsored in clear terms that they shall not be entitled to claim any recruitment for whatsoever post / vacancy or lien over any such post / vacancy in MSEDCL in any manner.
- vi. The Agency / Society of Apprentices shall be paid at least at the rate as prescribed under Minimum Wage Act.

16. Responsibility of any loss of or damage to MSEDCL Property.

The persons sponsored by the Agency/Society of Apprentices should take all the precautions to ensure that no damage is caused to any equipment / property of the Company due to any action on their part. In case of damage the same will be recovered from the Agency.

17. Jurisdiction :- The disputes / differences arising out of this contract shall be subjected to the jurisdiction of WASHIM Court.

ANNEXURE A

Self Declaration

(On Bidder's Letter head)

**Tender for Contract for Providing Skilled Labours on outsourcing basis for DSS
control room under Washim Circle against tender no
SE/WSM/Tech/Tender/2024-25/T-07**

I have under gone through all the contents of Tender form .I have carefully read and understood all the terms and conditions mentioned therein. I agree with all the terms and conditions mentioned therein. Hence I am signing & submitting this form In lieu of signing & uploading every page of Tender Document.

Signature
Name & designation

ANNEXURE B**Self Declaration****(On Bidder's Letter head)**

To,
The Superintending Engineer,
O & M Circle M.S.E.Dist.Co.Ltd.
Washim – 444505

Sub. :-Tender for Contract for Providing Skilled Labours on outsourcing basis for DSS control room under Washim Circle against tender no SE/WSM/Tech/Tender/2024-25/T-07

Ref. :-TENDER NO.SE/WSM/Tech./Tender/2024-25/T-07

Dear Sir,

Having examined the above tender Specification including drawing, terms & Conditions of Contract, specifications as per schedules & billing of quantities there in, I/We hereby offer to execute the whole work as described in work schedule according to the specifications & conditions referred to there in with rates entered in the attached sheet of the work.

I/We hereby undertake to commence & to complete the work as per schedule within stipulated period from the date of receipt of your letter of intent / firm order.

If my / our tender is accepted I /We will provide the performance security equal to _____ percent of contract price i.e. Rs. _____.

I /We agree to abide by this tender for the period of days from the date fixed for tender closing & it shall remain binding upon me / us & may be accepted at any time before the expiration of that period.

I /We attach the tender form duly completed & signed.

Placement of work order, receipt of S. D. your acceptance together shall constitute a contract between me / us which will be follow by agreement.

I /We, enclosed herewith a Demand Draft No. _____ Dt. _____ for Rs. _____ drawn on _____ as Earnest money deposit.

I /We have paid Earnest money deposit in Online payment vide M. R. No. _____ Date _____.

Signature of Tenderer

NAME & ADDRESS :-

WASHIM/ Outsourcing/2024-25/T-07

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
(O & M) CIRCLE WASHIM**

**SCHEDULE 'A' (Zone III)
(TO BE UPLOADED SEPARATELY)**

Name of work: - Tender for Contract for Providing Skilled Labours on outsourcing basis for DSS control room under WASHIM Circle against tender no SE/WSM/Tech/Tender/2024-25/T-07

Ref: 1) ED(HR)/kamgar Audyogik Sambandh Vibhag/A/3317 dt 01.02.2010

1) ED(HR)/kamgar Audyogik Sambandh Vibhag/A/36690 dt 04.12.2010

2) ED(HR)/kamgar Audyogik Sambandh Vibhag/A/23880 dt 23.08.2012

3) ED(HR)/kamgar Audyogik Sambandh Vibhag/A/24224 dt 28.08.2010

4) Director(HR)/Sampark/13088 dtd. 31.7.2020

FINANCIAL BID

		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 (%) (Basic+ Spl. Allowance mentioned in Col. C)	Total Cost
A	B	C	D	E
Skilled Employee (Zone-II)	04 Only	<u>Rs.13142</u> (Basic+Spl. Allowance)+other emoluments as per minimum wages% (i.e. in words.....)	

(Note:- Only quote the Service Charge/Profit percentage in Column D)

The above prices are exclusive of applicable taxes but inclusive of Basic Wages, Spl. Allowance, HRA, Leave Salary, Bonus, PF, ESI, LWF, 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.

WASHIM/ Outsourcing/2024-25/T-07

SAMPLE FORM OF AGREEMENT

This Agreement made at WASHIM ----- day of ----- between M/s -----, (herein after called "The Contractor") which expression shall unless excluded or repugnant to the context, include successor, of permitted assign on the one part and the M.S.E.D.C.L. (herein after called the "company") which expression unless excluded by or repugnant to the context, include its successors and assigns on the other part .

WHEREAS the Superintending Engineer , O & M circle, M.S.E.D.C.L., WASHIM invited Tender according to the powers delegated to him as per rules for the work of ----- at----- in accordance with specification connected thereof and where as the said Tender was accepted by M.S.E.D.C.L. vide Order No SE/WSM/Tech/----- dt----- and contract placed with the said contractor on the terms & conditions specified in the Tender and aforesaid letter of the Indent No ----- dt ----- and in the printed booklet, "Tender & Contract for Works" forming the part of Tender.

NOW THIS AGREEMENT WITNESSED AND it is here by agreed and declared as under :-

- 1) In consideration of the value of contract Rs. ----- placed with the contractor on the terms and conditions specified in this contract, the contractor here by convents with the Company that he shall and will duly complete the work as per order and he shall do and perform all other works and things on the contract mentioned and described which are implied there from or any reasonably be necessary for the completion of the said work within and at the time and in the manner and subject to the terms and conditions and stipulation contained in this contract and the Company shall pay the contractor all the sums of money as and when they become due and payable under the provision only.
- 2) The Contractor shall undertake the work of ----- at -----.
- 3) The Contractor shall indemnify the Company for "----- and injury caused to any person whether workmen or not, while in or upon the works or the site and the Workmen's Compensation Act and Contractor shall be liable for all such claims.
- 4) The accepted tender along with the Terms and Conditions specifications and the period booklet mentioned here before shall be deemed to be part of this contract. The said paper are signed by the contractor for M/s ----- and by Superintending Engineer , O & M circle, M.S.E.D.C.L., WASHIM for and on behalf of Company and for the purpose of Identification.

Work Order No SE/WSM/Tech/ ----- dt-----

IN THE WITNESS WHERE OF THE Parties here to have set their hands to this agreement on the dates respective mentioned against their signatures.

Signed and delivered by shri ----- Signed and delivered by shri -----
for ----- for M.S.E.D.C.L.

Contractor

Superintending Engineer
O&M Circle , WASHIM

In Presence of

1).....

1).....

2).....

2)

SAMPLE FORM-C**BANK GUARANTEE**

(To be executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank)

WHEREAS, (Name of bidder) (herein called "the Bidder") has quoted on line his bid dated for the Contract No. -----Dated-----for . Project. (Hereinafter called "the Bid").
KNOWALL

MEAN by these presents that We (name of Bank) having our registered office at (hereinafter

called "the Bank") are bound unto Maharashtra State Electricity Distribution Company Ltd, Maharashtra State, India (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank ----- day of 2013.

THE CONDITIONS of this obligation are:

(1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity and

a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required; or

b. Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

We hereby agree unequivocally and unconditionally to pay at -WASHIM-- within 48 hours, to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **30 days** after the deadline for bid validity (i.e. 120 days after Last date of Bid Submission as per Clause No. (.....) of the instructions to Bidders or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF AUTHORISED SIGNATORY

Name and Designation:

Seal of Bank

Bank Address:

WITNESS:

(Signature)

Name & address:

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)
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	40203201 Exp on Outsourced	Price Bid
2	Tech Bid	Technical Section	40203201 Exp on Outsourced	Tech Bid
3	Tech Bid	Technical Section	40203201 Exp on Outsourced	Tech Bid
4	Comm Bid	Commercial Section		Comm Bid
5	Comm Bid	Commercial Section		Comm Bid