

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		21-09-2024 04:08:06
Tender Code	EE/DHRV/Ts/T-13/24-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Dist Transformer Loading & unloading to & fro	
Estimated Cost (In Lakhs)	20	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	2500	
GST In INR (@18% on Tender Fee: SAC No.	450	
Total Tender Fee Amount including GST in INR.	2950	
Contact	Executive Engineer Dharashiv , 7875762015 ,eeosmanabad@gmail.com	
Pre-Qualifying Req	as per tender conditions	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Dharashiv Division	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Executive Engineer, MSEDCL, O & M Division, Near Tajmahal Talkies, Dharashiv, Dist. Dharashiv	
Bid Opening Address	Executive Engineer, MSEDCL, O & M Division, Near Tajmahal Talkies, Dharashiv, Dist. Dharashiv	
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	21-09-2024 17:00	
Tender Sale End Date	26-09-2024 18:00	
Bid Start Date	21-09-2024 17:05	
Bid End Date	27-09-2024 18:00	
Pre-Bid Meeting Date	25-09-2024 10:55	
Techno-Commercial Bid opening on	30-09-2024 11:00	

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 Limited
O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

Technical Bid

TENDER FOR WORK OF TRANSPORTATION, LOADING & UNLOADING OF FAILED & REPAIRED DISTRIBUTION TRANSFORMERS, OTHER MSEDCL MATERIALS FROM POLE FACTORIES, TRANSFORMER REPAIR AGENCIES, VARIOUS MAJOR STORES TO DIFFERENT WORK SITES / FILTER UNIT & VICE VERSA UNDER THE JURISDICTION OF O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV

Tender No.: EE/DHRV/TECH/T-13/2024-25



Executive Engineer, O & M Division, DHARASHIV



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
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Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

1. E-Tender Notice: - Invitation of Tender

Invitation of Tender for **WORK OF TRANSPORTATION, LOADING & UNLOADING OF FAILED & REPAIRED DISTRIBUTION TRANSFORMERS, OTHER MSEDCL MATERIALS FROM POLE FACTORIES, TRANSFORMER REPAIR AGENCIES, VARIOUS MAJOR STORES TO DIFFERENT WORK SITES / FILTER UNIT & VICE VERSA UNDER THE JURISDICTION OF O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV** as detailed below.

Sr. No.	Tender No	Name of Work	Tender Amount in Rs.
1	EE/DHRV/T ECH/T-13/2024-25	Tender for Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV	Rs. 20.00 Lakh (Excluding GST)

Cost of Tender: - Rs. 2,500.00 + GST Rs. 450.00 = 2,950.00 (Should be paid through online)

Date of Online Tender Sale Opening: -21.09.2024.

Date of Online Tender Sale Closing: - 26.09.2024.

Last Date & Time of Online Tender Submission: - 27.09.2024 upto 18.00 Hrs.

Date & Time of Tender Opening: - 30.09.2024 at 11.00 Hrs (If Possible).

The details are available on <https://etender.mahadiscom.in/eatApp>.

All rights regarding acceptance, rejection & cancellation of the Tender at any stage of Tender Process are reserved with the undersigned without assigning any reason thereof.

Executive Engineer
MSEDCL, O&M Division
Dharashiv



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
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2. Tender Details

Tender No.	EE/DHRV/TECH/T-13/2024-25
Tender Type	Two Bid System (Techno-Commercial Bid & Price Bid)
Work Involved	Tender for Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV
Tender Cost	Rs 2500.00 + GST Rs. 450.00 = Rs. 2,950.00
Tender Contract Period	From Apr-2024 or from date of Award upto March - 2025
Tender Sale Opening Date	21.09.2024
Tender Sale Closing Date	26.09.2024
Last date of Tender Submission	27.09.2024 upto 18.00 Hrs
Date of Technical Bid opening	30.09.2024 at 11.00 Hrs (if possible)
Date of Commercial Bid opening	Will be informed later on
Estimated cost	Rs. 20,00,000.00 (Rs. Twenty Lakh only) (Excluding GST)
EMD Amount & Last date for payment	Rs. 20,000.00 in the form of BG/DD/Online till 27.09.2024 upto 18.00 Hrs
Performance Security & Guarantee	5% of Estimated Cost (As per Circular No. 20403, dt. 21.08.2017)
Contact Person & Address	Executive Engineer, MSEDCL, O & M Division, Near Tajmahal Talkies, Dharashiv, Dist. Dharashiv
Contact No.	7875762015/7875244092
E-mail ID	eeDharashiv@gmail.com
Tender Validity	Tender will be valid for 90 days from opening date of Tender

Notes:

1. Only registered Contractors with MSEDCL shall be participated in the tender. Tenderer must submit all the tender documents on online system of MSEDCL website (<http://works.mahadiscom.in/eTender/etender>).
2. Rates should be filled in the prescribed schedule attached with this tender in Indian Rupees (in figures and in words) through on online.
3. This tender document contains **24 Pages** duly numbered (including cover page). Tenderers are requested to check the complete tender document available on line.

Executive Engineer
MSEDCL, O&M Division
Dharashiv



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
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3. Procedure to Submit Online Tender

E-Tender is to be submitted through online on or before due date and time of submission as mentioned on website in the form of two bid system i.e. 1. Techno-Commercial Bid & 2. Price Bid. All the blank formats provided in Techno-Commercial Bid & Price Bid shall be filled in clearly. The complete schedule will be considered as a part of the contract document. The rates to be quoted should be exclusive of GST. No alteration shall be made in the form of tender, specification and notifications. The Tender and all accompanying document shall be in English, Marathi or Hindi language only and shall be signed by a responsible and authorized person. The signatory should state his designation.

[a] Techno-Commercial Bid -I

This part shall contain all Technical & Financial aspects of the Bid and documents supporting the same likewise registration of various authorities i.e. PAN Number, GST No., IT return, Experience Certificates, Electrical Contractor / Shop Act / Labour License etc. except the price bid.

[b] Price Bid- II

This part shall contain only the Price Bid, strictly in the prescribed format & to be uploaded in a single file.

Note: - Physical submission of Tender is not permitted and such Tender shall not be considered for opening. Wrong submission of Tender may result in opening of the wrong Tender for which MSEDCL will not be responsible. This may also result in rejection of the Tender. The Price Bid will be opened only in case of payment of EMD within due date.

[c] Physical Submission of Documents:-

Envelope for this part shall contain documents like (in addition to online submission), original DD / BG towards Tender EMD etc. and shall be submitted to the above address before due date and time for submission. The envelope shall be duly sealed and super scribed indicating the Name & Address of Tenderer, Tender No., Due date of submission.

No Price Bid shall be submitted in this envelope.

[e] Timely Submission of Offer

- i. Tender documents received after the due date and time of submission will not be accepted.
- ii. This office takes no responsibility for delay / loss/ non uploading of Tender documents due to network problems.



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4. Opening of Tender

- i. In case the last date of submission of tender happens to be holiday, the last date of submission will be next working day.
- ii. The Employer (here the Executive Engineer) will open the **Techno- Commercial Bid** online, at the date and time designated in the Tender Notice (If Possible), at the same time the **Price Bid** will remain unopened.
- iii. The Employer (here the Executive Engineer) will open the **Price Bid** following evaluation & approval of the **Techno-Commercial Bid** at the date and time designated in the Tender Notice (If Possible).
- iv. The successful Tenderers of the **Techno-Commercial Bid** may be attending the opening of the **Price Bid** through online.

5. Disregard of Tender Conditions

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

MSEDCL reserves the right to reject any or all offers without assigning any reason thereof.

6. Eligible Tenderer

- a. This invitation of Tender is open to eligible Tenderers those who are registered with MSEDCL's E-Tendering only.
- b. The Tenderer has to submit required documents On-Line, failing which their bid will not be considered for evaluation.
- c. The Tenderer should have valid **Electrical Contractor License / Shop Act** issued under the act.
- d. Online Paid Receipt / DD / BG from Nationalized / Schedule Bank having branch located in Maharashtra and payable at Dharashiv, against payment of EMD should be uploaded. (Original Bank Guarantee / DD / Online Receipt towards EMD covering the validity of the tender should be submitted to this office before due date & time of submission of Tender and the scanned copy shall be uploaded along with the bid. **The EMD will be forfeited if** the bidder withdraws his bid during the period of bid validity, or in the case of successful bidder, if he fails within the specified time limit to Sign the Agreement, to submit SD & further refuse to execute the Contract.
- e. The Tenderer should have executed similar / equivalent nature of work i.e. Transportation, Loading & Unloading of Distribution Transformers & Other MSEDCL Materials in any of the MSEDCL offices **during last three years** out of which the bidder should have executed either,



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- i) Tender based One work order / contract (denotes executed only) equivalent to at least 100% of the estimated cost of the tender **or**
- ii) Tender based Two work orders / contracts (denotes executed only) together equivalent to at least 75% of the estimated cost of the tender **or**
- iii) Tender based Three work orders / contracts (denotes executed only) together equivalent to at least 50% of the estimated cost of the tender.
- iv) **Above Experience certificate required for tender based work orders only, with the subject consisting “Transportation, Loading, Unloading of various material”**
- v) To prove the experience, the certificate for satisfactory completion of the work issued by the authority not below the rank of Executive Engineer consisting of work order / LOA number and Scope & value of the work completed etc. shall be submitted along with the detailed order copies in the technical bid.

Note: - 1. MSEDCL reserves the right to accept or admit any paper / documents which were necessary but remained to submit / upload by the Tenderer. In this respect, MSEDCL will have un-disputed discretionary powers to accept such papers / documents before opening of price bid.

2. The company reserves the right to relax the condition of submitting documents giving due consideration to local requirements & prevailing situation. This is the work of inevitability. A period of not more than 7 days from the date of award of contract & should giving the successful Tenderer should submitting the remaining details with assure and undertaking to submit them with above time limit.

7. Instructions to Tenderers

- a. The Tenderer has to submit valid **Registration of the Firm / Agency / Sanstha proving legal status.**
- b. The Tenderer should have the **Registered Office in the District of Dharashiv.**
- c. The Tenderer's contract should not have been terminated earlier /should not have the adverse performance for any similar work order.
- d. The Tenderer have to submit copies of **Registration Certificates for GST, Pan Card, Labour Contract License issued by Govt. of Maharashtra, Employee Provident Fund Certificate** (If he is not liable for Labour Contract / P.F. Registration, undertaking should be submitted on Contractor's Letterhead) - through On-Line.
- e. Bidder should have valid Electrical Contractor's Licence.
- f. The Tenderer should have to submit IT return for last three financial years **FY 2021-22, 2022-23 & 2023-24 (i.e. Assessment Years 2022-23, 2023-24 & 2024-25).**
- g. The Tenderer should have to submit **Audited Profit & Loss Statement And Balance Sheet** certified by the Chartered Accountant for last three Years (i.e. FY 2021-22, 2022-23 & 2023-24) - through On-Line.
- h. **Net Worth:** - The Bidder shall have a Audited Net Worth in positive amount for Recent Year Ending. Net worth shall be duly certified by a Chartered Accountant only (through On-Line),



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- i. **Annual Turnover:-** The Tenderer must submit Audited Average annual turnover equivalent to the bid value, during the last three financial years (i.e. FY 2021-22, 2022-23 & 2023-24) and the Tenderer's financial capacity shall be duly Audited & certified by a Chartered Accountant only (through On-Line). **Documents submitted without the required Certification will not be considered for evaluation.**
- j. The Tenderer has to submit Online the Registration Papers of Vehicle, RTO Tax Receipt, Vehicle Fitness Certificate, Goods Carriage Permit, Valid PUC Certificate, Valid Driving License, Vehicle Insurance
- k. Contractor should have valid Transport License Certificate.
- l. Duly filled & signed Sample Form- C & D – through On-Line only. **All original copies for submission of technical bid should be scan. Do not scan the Xerox copy.**
- m. Joint Venture is not allowed for this Tender.

8. General Terms & Conditions of Tender

- a. Blank E-Tender documents will be available on Company's website <https://etender.mahadiscom.in/eatApp> from **21.09.2024 to 26.09.2024**. Tenderer are requested to purchase tender through online only by paying Tender fees **Rs 2,500.00 + GST**.
- b. The amount of **EMD Rs. 20,000.00** should be submitted in the form of **Online / BG / DD** of any nationalized bank, drawn on or before the last date & time of submission, i.e. **27.09.2024 upto 18.00 Hrs** payable at Dharashiv, in the name of **Executive Engineer, MSEDCL, O & M Division, Dharashiv**. No Cheque for above will be accepted and no interest will be paid on EMD. Tender offer without Demand Draft / BG for Earnest Money Deposit will not be considered. Parties claiming exemption from payment of EMD shall give sufficient proof in support of their claim on or before due date of Tender. The envelope containing documents like (in addition to online submission), original Online Paid Receipt / DD / BG towards Tender EMD etc. shall be submitted to the office of the Executive Engineer, MSEDCL, O&M Division, Dharashiv before due date & time i.e. **27.09.2024 upto 18.00 Hrs**. physically.
- c. Last date & time to Submit the E-Tender is **27.09.2024 upto 18.00 Hrs**. (online only).
- d. Date & time of opening of Techno-Commercial Bid- **30.09.2024 at 11.00 Hrs**. (online only) if possible or any working day.
- e. Tender forms should not be sent or accepted by post/courier/fax.
- f. The rates should be quoted in Indian Rupees **(both in Words & Figures) for the works mentioned in Price Bid**.
- g. The Tenderer within Dharashiv District will be given preference for ease of availability of transport vehicle during loaded period i. e. during Distribution Transformer failure as departmental vehicle is very old to cater load in Agricultural Season.
- h. All entries in the Tender should be in ink. Erasing & over writings are not permissible.
- i. Language of the Bid will be English only.
- j. Tender Documents are non transferrable.
- k. **Tenderer should upload Documents by using their own valid Key only.**



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- l. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing Addendum / Corrigendum.
- m. **Clarification of Bidding Documents:** - The Tenderer is requested to go through the tender documents carefully and if he has any doubt of the meaning of any of the clause of the Specifications of schedules, he should seek clarification in writing from the Executive Engineer, MSEDCL, Dharashiv before submitting the Tender duly filled in. The Tenderer should note that no correspondence / objection shall be entertained or considered after the due date and time of submission of Tender unless otherwise sought by the Employer.
- n. **Process to be Confidential:** - Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. **Any effort by a bidder to influence the Employer's processing of bids or award decisions shall result in the rejection of his bid.**
- o. **Clarification of Bids:** - To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the Activity Schedules. The request for clarification and the response shall be in writing, but no change in price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.
- p. **Correction of Errors:** - Bids determined to be complied with all qualifying conditions will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, the amount whichever is lower will govern.
- q. **Bankruptcy:** - If the Contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a company or corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Employer shall be at liberty (a) to terminate the contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the contract may become vested or (b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to amount agreed.
- r. The Agency should use his own T & P only. **No Man Power, T & P shall be provided by MSEDCL for any Work**
- s. MSEDCL will not provide any charges for purchase of vehicle fuel, maintenance of the vehicle & wages of Driver.
- t. All formalities in respect of R.T.O. regarding Registration of Vehicle, Payment of Taxes, Road Permit, Goods Carriage permit etc. and all other liabilities as per Govt. rules prevailing during the course of time period of the contract will be the responsibility of Contractor.



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- u. Driver deployed by contractor for the hired vehicle shall be sufficient experience to drive on road safely & posses necessary driving license.
- v. Company shall not be responsible for driver liabilities such as accident, compensation, wages, accommodation & other facilities if any.
- w. **Cost of Bidding:** - The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible of liable for those costs
- x. Any damage to private property caused during the period of works if claimed by the owner of the property or any other person will have to be borne by the Contractor.
- y. Any loss or damage to the MSEDCL on any account will be recovered from the contractor.
- z. **Accident:-** While execution of work, if any accident occurs resulting in loss to the Company's property / Material or to any person / employee, then the Contractor himself will be responsible for all legal consequences and compensation to human life / property etc. MSEDCL will not be responsible for any compensation at all. **Adequate amount of insurance cover as per labor laws should be made by Tenderer for his workers engaged for this work.**
- aa. The offer must be valid upto the Contract Period from **Apr 2024 upto March 2025.**
- bb. Work should be carried out as per as Standard Method of Construction approved and adopted by the MSEDCL and as per the instruction of the Engineer-in-charge of the work. Tender which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be summarily rejected.
- cc. The contractor who fails to start the works within the schedule time and date will be liable to forfeit the Earnest Money Deposit or Security Deposit paid in addition to the compensation to the MSEDCL as per the terms & conditions of the contract.
- dd. If it is found that quality of works as well as performance is unsatisfactory, the contract is liable for termination by issuing notice and at the entire risk of the contractor. In this case Security Deposit paid shall be forfeited.
- ee. The work shall be carried as and when allotted by the concerned Division. The completion period of ascertained work will be decided by the concerned **Executive Engineer, Division Office, Dharashiv.**
- ff. Since Sub-Station area is declared as prohibited area by MSEDCL, it is necessary to take the prior permission from the Officer In charge for entry.
- gg. You will be totally responsible for the safety of your persons while at work either at Substation or on HT / LT lines or on road and MSEDCL will not be responsible for any damage to your vehicle, material / manpower etc. during the contractual period of this order due to any type of accident/mishap.
- hh. No accommodation will be provided to you or to your persons by MSEDCL.
- ii. The contractor shall have to give account of the material issued to him from time to time.
- jj. MSEDCL will not be bound to accept the lowest bid. Further the undersigned reserves the right to bifurcate the Tender order to more than one agency.



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- kk. Other than above, the contract will be governed as per General Terms and Conditions of Maharashtra State Electricity Distribution Company Ltd. The terms and conditions as per G.O. (2) are applicable to this tender.
- ll. The Tenders, which are not quoted as per MSEDCL Specifications, will be rejected.
- mm. **The Executive Engineer, MSEDCL, O & M Division, Dharashiv reserves the right to accept any e-Tender or to reject any or all e-Tenders without assigning any reason thereof.**
- nn. Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria or companies taken over by him.
- oo. Each Tenderer shall submit only one bid per Tender.
- pp. The Tenderer is advised to visit and examine the sites of Works and their surroundings and obtain for himself, at his own risk & cost, all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the Sites shall be at the bidder's own expense. The sites selected may vary due to the encumbrance at present installation to the Employer.
- qq. Safety measurement issue as per I.E. Rules to be taken by you and for any accident will be your responsibility as on licensed contractor.
- rr. The Tenderer should not carry the work beyond the amount of contract i.e. **Rs. 20,00,000.00 (Excluding GST)** in any circumstances. No extra payment shall be made in this case unless extension to the contract is granted by the competent authority.
- ss. In addition to condition mentioned here in the Terms & Conditions mentioned in the companies booklet of "Tender and Contract" for work shall apply
- tt. If the work is leftover, incomplete by the contractor balance work would be executed at the risk & cost of the contractor and additional financial implications will be met from security deposit, balance bills etc. of the contractor.
- uu. It will be the responsibility of contractor to maintain register required under labor act and shall be produced on demand to this office or Govt. authorities for verification.
- vv. This Tender will be fully monitored and supervised by the **Division Office / Sub-Division Office** for the complete performance of work / any penalty of the agency with approval of the concerned authority. In case any technical difficulty, decision of the Executive Engineer will be final and binding
- ww. All the manpower that will be deployed by the Successful Tenderer shall be suitably qualified and trained for the job intended to be performed by them.
- xx. The manpower should be conversant with Marathi language in addition to working knowledge of English & Hindi.
- yy. Sufficient number of Supervisors will have to be deputed by Successful Tenderer to ensure smooth working with different MSEDCL offices.
- zz. Serious action shall be initiated against the successful Tenderer if any of the manpower deployed misbehaves with any of the consumers / MSEDCL officials or gets into any act which could hamper the image of MSEDCL.



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- aaa. **Confidentiality of Contract:** - The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising without written consent of the concerned Executive Engineer and subject to terms and conditions as he may prescribe. Leakage of the Contract information shall be treated as breach of contract.
- bbb. Each bidder shall submit only one bid for each Tender.
- ccc. The contractor cannot assign or sublet the contract or any part thereof.
- ddd. The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language.
- eee. The Bid Security (EMD) of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.
- fff. The Bid Security (EMD) of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required Security Deposit.

9. Fulfillment of Statutory Regulations and Applicable Acts

- a. Contractor shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factory Act, Contract Labor Act 1970, etc. and any other relevant Regulations, as the case may be.
- b. Contractor will indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to person or property of persons in the contractor Agency's Employment either directly or indirectly.
- c. Contractor shall indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to Contractor or MSEDCL.
- d. Contractor shall be fully responsible for payment of benefits including Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. to its employees as per statutory provisions, if applicable.
- e. Necessary payment and liabilities to the Agency's workmen shall be the responsibility of contractor irrespective of payment received from MSEDCL or otherwise
- f. The Contractor shall pay rates of wages to the Labour and observe conditions of Minimum Wage Act.
- g. The Contractor shall require all his employees and direct and indirect labours to obey all applicable laws and regulations concerning safety at work.



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10. Scope of Work

- a. The Scope of Work includes **Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV.** The specifications and the price schedules endeavor to cover all the essential features of the Contract. However, if any items are missing and have not been included in the schedules and are essential for satisfactory completion of the Works and guarantee during the guarantee (defects liability) period, such work will be deemed to have been included as a part of the Contract Price under the prices quoted for other items.
- b. The Tenderer shall be deemed to have included in his tendered prices provisions for all things necessary for completing the item in accordance with the specifications and terms of the biddings documents, including but not limited to final design and working drawings, site clearance, maintenance during construction, licenses, fees and permits, provision for and removal of all temporary works of whatsoever nature required for construction including temporary accesses, barricading, traffic diversions, diverting water and pumping, testing, pre-commissioning, commissioning, site restoration and cleanup upon completion, and guarantee of the facilities after completion during the Guarantee Period.

11. Period of Contract

The Period Contract will be **from APR 2024 or from date of Award of Contract upto March- 2025** or up to completion of the order value whichever is earlier.

12. Contract Agreement

Stamped Agreement for the work contract will have to be executed by the Successful Tenderer at their own cost on Stamp Paper (non-judicial) as per the rate specified in Bombay Stamp Act 1958 within 14 days from the date of LOA / Award of Contract.

13. Commencement of Work

The contract shall come into effect from **Apr-2024 or the date of LOA / Award of Contract**. The detailed schedule of work shall be issued by Add. Executive Engineer / the Executive Engineer, O & M Division, DHARASHIV.

However, the successful Tenderer shall start the work from the stipulated date mutually agreed between the Executive Engineer, MSEDCL, O & M Division, Dharashiv and the Successful Tenderer. However, this period shall not be more than 15 days from the date of LOA / Award of Contract.



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14. Amount of Contract & Taxes

The Amount of Contract is limited to **Rs. 20,00,000.00 (Rs. Twenty Lakh only) excluding GST.**

15. Validity of Order Rates

Accepted Rate will be valid for the period of Contract **from Apr-2024 or the date of LOA / Award of Contract to March-2025** or up to completion of the order value whichever is later from the date of issue of LOA / Award of Contract. The order is to be placed to the Contractor, for fixed amount and therefore, the work shall be limited to ordered value up to exhausting of order amount.

16. Guarantee

All the services to be provided shall be highly professional and shall be guaranteed for correctness and conductance as per the acceptable norms. Any loss or damages due to handling, theft or

any other reasons to MSEDCL Material during this period, then the cost of loss / damage will be recovered from the Contractor. In case the successful Tenderer fails to deliver the services up to the satisfaction of MSEDCL, MSEDCL reserves the right to terminate the contract at the risk and cost of the Successful Tenderer.

17. Security Deposit

- a. The Successful Tenderer shall pay 5% of the contract value as a **Security Deposit** to MSEDCL before commencement of the work, within 14 days from the receipt of the order, in the form of **Demand Draft / Bank Guarantee** from any Nationalized Bank or Scheduled Bank valid till one year from date of completion of Contract Period. The same shall be returned to the Tenderer after successful completion of the entire work to the fullest satisfaction of the Employer **i.e. after three months from actual date of completion of Contract Period.** If Successful Tenderer fails to pay SD in form of DD/BG, SD amount will be recovered from first bill.
- b. If any risk against recovery will have to be claimed against the Bank Guarantee under the contract, the same shall be claimed by MSEDCL to the concerned Bank. Failure to recovery of risk through Bank, the provision as per the rules and laws for; will be enforced by MSEDCL at the cost and Risk of the Tenderer.

18. Liquidated Damages

- a. The contractor shall have to start the work within 24 hours from the date of receipt of instructions from the concerned Field Office/Sub-Division/Division. The intimation may even



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be given to you through phone or mail for which you will have to provide your Mobile No. / Phone No. & E-mail addresses to Field Office/Sub-Division/Division. If in case the contractor fails to carry out the work in stipulated time, **Penalty @ ½ % per day for the delayed period will be charged subject to maximum up to 10% of the Order Value.**

- b. If the work is leftover, incomplete by the contractor balance work would be executed at the risk & cost of the contractor and additional financial implications will be met from security deposit, balance bills etc. of the contractor

19. Terms of Payment

- a. No advance payment / mobilization advance shall be paid.
- b. 100% Payment for the Works shall be made on unit rate basis after completion of the works as per the MSEDCL rules & regulations.
- c. Contractor should submit the Original Bills / Invoices in triplicate alongwith PAN No. / GST through the **Filter Unit, Division Office, Dharashiv** for checking correctness & penalty clause as per conditions to **Division Office, Dharashiv**. Measurements will be recorded in SAP. After

Audit, the payment will be made as per **Centralized Payment System**. No any Interest will be paid on the amount of delayed payment.

- d. The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract. Income Tax at source would be deducted from bills as per rules.

20. Force Major

MSEDCL will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non availability of raw materials, co-ordination of labor or workmen or lockout breakdown or accident to machinery or accidents of whatever nature, delay in arranging the transportation of any instrument / system. However, due consideration may be given in the levy of liquidated damages / penalty for reasons absolutely beyond the control of the Successful bidder, for which documentary evidence shall be produced to the satisfaction of the Competent Authority of MSEDCL.

21. Termination of Contract

In case the contractor fails to complete the work within the contract period or in case the work found not in accordance with the prescribed specification & guidelines of the MSEDCL, the Company shall exercise its discretionary powers either by-

- a) Recovering through the contractors Bill in the form of Liquidated Damages as per provisions under the Clause No. 18.
- b) Completing the work from other Contractor, after giving due notice to the contractor on account of his failure, at the risk and cost of the Original contractor.
- c) Canceling the contract reserving Company's rights to recover damages.



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22. Payment upon Termination

- a. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, MSEDCL is to issue a certificate for the value of the work done and material ordered less payments received up to the date of the issue of the certificate and less the percentage of the value of the work not completed. Liquidated Damages do not apply and MSEDCL has a right to claim for loss and damages in respect of any delay incurred arising from the Breach. If the total amount due to the MSEDCL exceeds any payment due to the Contractor the difference shall be a debt payable to the MSEDCL.
- b. If the Contract is terminated at the MSEDCL's convenience or because of fundamental breach of Contract by the MSEDCL, is to issue a certificate for the value of the work done, materials Ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate.

23. Jurisdiction

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



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24. Format-A

Letter To The Tenderer

Ref. No.

Date: -

To,
M/s _____,
 _____,
 _____.

Sub: - Invitation of Tender for Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV.

Ref: - Tender No. EE/DHRV/TECH/T-13/2024-25.

Dear Sir,

Please quote your lowest rates for **“Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV.”** as detailed in attached schedule and submit the necessary tender documents through Online duly filled & signed wherever necessary.

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

Thanking you.

Yours faithfully,

Executive Engineer
MSEDCL, O & M Division,
Dharashiv



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O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

25. Format-B

Letter to The Executive Engineer on Tenderer Letter Head

Ref. No.

Date: -

To,
The Executive Engineer,
MSEDCL, O & M Division,
Dharashiv.

Sub: - Tender for Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV..

Ref: - Tender No. EE/DHRV/TECH/T-13/2024-25.

Dear Sir,

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

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

Thanking you.

Yours faithfully,

Seal and Signature of the Tenderer

Name of the Tenderer:

Address of the Tenderer:



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

Format-C

Undertaking on Tenderer Letter Head

Date: -

I / We, hereby submitting undertaking for work contract for **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV.** The works specified in Tender specifications and conditions of this **Tender No. EE/DHRV/TECH/T-13/2024-25**, are accepted. I / We hereby agree to abide by and fulfill, with all terms and conditions of the tender, if failed will pay to the MSEDCL the sum of money as mentioned in the said Tender conditions.

Seal & Signature of the Tenderer

Date:

Place:



Maharashtra State Electricity Distribution Company Limited

O & M Division Dharashiv

Tender No.: EE/OSD/TECH/T-13/2024-25

26. Format- D

Tenderer's / Contractor's Personal Information on Tenderer Letter Head

Tender No- EE/DHRV/TECH/T-13/2024-25

Sr. No.	Particular	Info. To be filled by the tenderer
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Landline No.- Office	
4	Mobile No.	
5	Fax No.- Office	
6	E-mail ID	
7	Contact Person	
8	Constitution of Firm & Registration No.- Submitted Online	Yes / No
9	Full Name & Address of the Person who is authorized to sign the tender documents and agreement bonds	
10	Mobile No. of Authorized Person	
11	E-Tender Online Purchase Cost Receipt No. & Date	
12	EMD paid details i.e. BG / DD No. & Date	
13	Copy of Valid Electrical Contractor License along with Registration no. & validity date / Shop Act- Submitted Online	Yes / No
14	Terms of Payment: Agreed to the Terms of Payment as per Tender Condition & Payment will be through RTGS System	Yes / No
15	Penalty: Agreed to Penalty Clause as per tender condition	Yes / No
16	Value of Orders executed in past Three Financial Years as per Clause 6 sub clause e (FY 2019-20, 2020-21, 2021-22) in Rs.	
17	Work Done Certificate (Experience Certificate) with order copies- Submitted Online	Yes / No
18	Copy of PAN Card & IT return (Assessment year 2020-21, 2021-22, 2022-23)- Submitted Online	Yes / No



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Tender No.: EE/OSD/TECH/T-13/2024-25

19	Copy GST Registration Certificate- Submitted Online	Yes / No
20	Copy of the Labour Contract License issued by Govt. of Maharashtra- Submitted Online	Yes / No
21	Ready to work on lowest Offered rates	Yes / No
22	Information regarding Current Litigation if any	
23	Agreed Terms & Conditions of the Tender & ready to pay the Security Deposit	Yes / No
24	Profit & loss A/c & Balance sheet (Turn Over) Duly Audited and Certified by the Chartered Accountant- Submitted Online	Yes / No
25	Bank Details of the Tenderer Name of the Bank MICR Code of the Bank Branch with Address Current Account Number	
26	Copy of PF Registration Certificate- Submitted Online	Yes / No

NOTE: - Please attach certified true copies of all registrations. This information is required to be filled by tenderer and submitted along with tender documents. No point should be kept blank. If this information is not given along with the tender documents then it will be presumed that the information submitted by tenderer is incomplete and price bid will not be opened.

Seal & Signature of Tenderer



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

27. Format-E

Letter of Acceptance on Tenderer's Letterhead

Ref. No.

Date:

To,
The Executive Engineer,
MSEDCL, O & M Division,
Dharashiv.

Sub: - Letter of Acceptance to the Award Contract awarded by you for Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV.

Ref: - 1. Tender No.: EE/DHRV/TECH/T-13/2024-25.
2. Award of Contract No.

Dear Sir,

This is to notify you that your Award of Contract No. _____ dt. _____ for **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV** defined in the Tender document for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Tenderers is hereby accepted by us.

We will submit performance security and sign & submit the registered contract agreement within 14 days from the date of this letter.

Yours faithfully,

Seal & Signature of Tenderer



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O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

28. Format- F

Contract Agreement (to be executed by Successful Tenderer)

(To be executed on Stamp Paper (non-judicial) as per the rate specified in Bombay Stamp Act 1958)

This agreement made at **Dharashiv** on the datebetween MSEDCL & M/s (Name of Successful Tenderer / Contractor)herein called the contractor which expression shall unless excluded by or repugnant to the context include its successors or permitted to assigns of the part and the MAHARASTRA STATE DISTRIBUTION COMPANY LIMITED hereinafter called the “MSEDCL” which expression shall unless excluded by or repugnant the context include its successors and assign of the other part.

Whereas the MSEDCL, O & M Division, Dharashiv invited tenders according to the power held to him as per rules for **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV** in accordance with the plants and specification annexed thereto and WHEREAS the said tender was accepted by the MSEDCL under the **LOA / Award of Contract No. Dt.** placed with the said Contractor on the terms and conditions specified in the tender aforesaid work letter of the MSEDCL and on the conditions of the contract as specified in the tender and in the Booklet “Tender and Contract for Works” of the MSEDCL attached with the Tender.

Now this agreement witnesses and it is hereby agreed and declared as under:

- 1) In consideration of the value of the contract **Rs. 20,00,000.00 (Rs. Fifteen Lakh only)** **excluding GST** only placed with contractor on the terms and condition specified in the contract, the contractor hereby convents with the MSEDCL that he shall and will duly provide and execute the work and shall do and perform all other works and things in this contract in mentioned and described or which are implied there from or 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, conditions and stipulations contained in this contract and the MSEDCL shall pay to the Contractor all the sums of money as and when they may become due and payable under the provisions of this contract.
- 2) The contractor shall undertake **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV** mentioned and described in the contract as per specifications and tender accepted vide LOA / Award of Contract No..... Dt.and



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O & M Division Dharashiv**

Tender No.: EE/OSD/TECH/T-13/2024-25

will complete the same in stipulated period in accordance with plans and specifications and conditions annexed.

- 3) The contractor shall complete the work as per the terms and conditions specified in the MSEDCL LOA / Award of Contract No..... Dt. and terms and conditions specified in the Booklet viz. "Tender and Contract for Works" attached with the tender.
- 4) The contractor shall indemnify the MSEDCL for all claim for injury caused to any person whether workman or not while in upon the works or the site and the MSEDCL shall not be bound to defend any claim brought under the Workman's Compensation Act and the Contractor shall be liable for all such claims.
- 5) The MSEDCL aforesaid letter alongwith Tender submitted by the Contractor alongwith plans and specifications and Contactor's acceptance and the Booklet viz. "Tender and Contract for Works" of the MSEDCL shall be deemed to be the part of this contract. The said papers as listed below are signed by for any on behalf of the MSEDCL for the purpose of identification and annexed herewith as Schedule.

1.....

2.....

3.....

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature.

Signed & delivered by Shri.Duly constituted attorney for.



Maharashtra State Electricity Distribution Company Limited
O & M Division Dharashiv
Tender No.: EE/OSD/TECH/T-13/2024-25

29. Format- G

Bank Guarantee

(1. To be executed on Rs. 500 non-judicial stamp paper purchased in the name of issuing Bank, 2. This Guarantee shall be valid until the date of issue of the Completion Certificate]

To

The Executive Engineer,
 MSEDCL, O & M Division,
 Dharashiv.

WHEREAS M/s ----- (hereinafter called "the Contractor") has undertaken, in pursuance of LOA / Award of Contract No. dt. _____ for **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M SUB-DIVISION, DHARASHIV URBAN AND FILTER UNIT UNDER O & M DIVISION, DHARASHIV** as defined in the Tender document.

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

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

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

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

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

This guarantee shall be valid upto & including date _____.

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK:

Name of Bank _____

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O & M Division Dharashiv
Price Bid

Tender No.: EE/DHRV/TECH/T-13/2024-25

[Rates to be quoted by contractor]

Work Involved: - Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M Sub-Division, Dharashiv Urban and Filter Unit under O & M Division, Dharashiv.

Rates to be Quoted: -

Sr.No.	Particulars	Unit	Rate in Rs. (In Figures & Words)
1	Transportation of Distribution Transformers / MSEDCL Material		
A	From 00 Km to 50 Km	Rate Per Km/M.T.	
B	From 00 Km to 100 Km	Rate Per Km/M.T.	
C	From 00 Km to Above 100 Km	Rate Per Km/M.T.	
2	Loading of Distribution Transformers / MSEDCL Material	Rate Per M.T.	
3	Unloading of Distribution Transformers / MSEDCL Material	Rate Per M.T.	
4	Draining of Failed Distribution Transformer Oil	Rate Per Job	

(M.T. - Metric Ton)

1. GST shall be payable separately as per the prevailing Rates & Rules applicable time to time.
2. By submitting this bid I/we have entered into a certain commitment with MSEDCL and I/we shall trust and fulfill all Terms and Conditions of this Tender specification.
3. Our offer shall be valid for a period of 90 days from the date of tender.
4. I/We are bound to carry out **Work of Transportation, Loading & Unloading of Failed & Repaired Distribution Transformers, Other MSEDCL Materials from Pole Factories, Transformer Repair Agencies, Various Major Stores to different work sites / Filter Unit & Vice Versa under the Jurisdiction of O & M Sub-Division, Urban Dharashiv and Filter Unit under O & M Division, Dharashiv** at above rates for period from **Apr.2024** or from date of **Award of Contract upto March.2025**
5. I/We have read all the Tender documents & became fully conversant with Terms, Conditions, Specifications & Site Conditions.

Date: -

Place: -

Seal &Signature of Tenderer

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401810 Transportation	ADM 021	Days	996791	1		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	as per schedule 'Price Bid'	Price Section	40401810 Transportation	submit price bid as per schedule
2	Technical Bid as per tender documents	Technical Section	40401810 Transportation	submit technical docu. as per tender conditions
3	Commercial Bid as per tender documents	Commercial Section		Submit tender doc as per commercial bid