

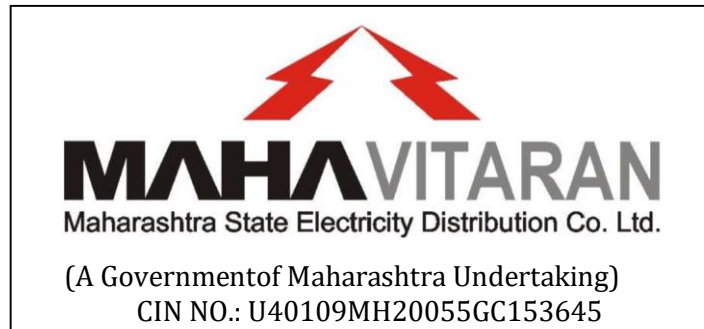
SE/MLGC/PTF Transportation/T-01/2024-25

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		01-05-2024 05:33:17
Tender Code	SE/MLGC/PTF Transportation/T-01/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Tender for Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle.	
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	Y M Jagdale , 9029116349 ,semalegaon@gmail.com	
Pre-Qualifying Req	As per tender terms & conditions	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	CIRCLE	
Location Type	Malegaon Circle	
Designation	Deputy Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Superintending Engineer, MSEDCL, Malegaon Circle , 132 kV Soygaon Sub Station Campus, Malegaon, Dist-Nashik	
Bid Opening Address	Superintending Engineer, MSEDCL, Malegaon Circle , 132 kV Soygaon Sub Station Campus, Malegaon, Dist-Nashik	
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	02-05-2024 00:00	
Tender Sale End Date	08-05-2024 23:00	

Bid Start Date	02-05-2024 01:00
Bid End Date	08-05-2024 23:30
Pre-Bid Meeting Date	06-05-2024 14:30
Techno-Commercial Bid opening on	09-05-2024 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



TENDER DOCUMENT

Tender for Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle.

(SE/MLGC/PTF Transportation/T-01/2024-25)

<https://etender.mahadiscom.in/eatApp>

**Office of the Superintending Engineer,
Maharashtra State Electricity Distribution Company Ltd.
O&M MALEGAON CIRCLE**

**132 kV Soygaon Substation Campus, Malegaon
Tal – Malegaon Dist- Nashik 423 203**

Email: semalegaon@gmail.com

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SECTION-I BID INVITATION

1. Introduction

The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), represented by the Superintending Engineer, Malegaon Circle wishes to intend for Tender for Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle for 1 year from the date of issue of work order and as described in the Bidding Data under single point responsibility “**Contracts**”.

2. Brief description for the Bidding Process

- a. The Superintending Engineer, Malegaon circle on behalf of MSEDCL, invites eligible bidders to submit a bid in accordance with the provisions of this Tender Document. In this Tender Document, the term "Bidder", which expression shall, unless repugnant to the context, include all parties who have submitted bids in response to this Tender Document within the stipulated time.
- b. The Bidders shall submit the bids in two parts by following e-tendering process as described in Bid document. First part comprises of the technical bid and the second part comprises of the Financial/ price bid in accordance with this Tender Document.
- c. Bidder shall not upload Financial/price bid with technical bid documents together. Such bid may be rejected and bidder shall be disqualified from the bidding process.
- d. In terms of the Tender Document, a Bidder will be required to deposit, along with its Bid, a bid security as Earnest Money Deposit (EMD). Further if any bidder is registered under MSME Act, then exemptions if any per Govt. Policy.
- e. MSEDCL will open the technical bids of all Bidders and price bids of only technically qualified Bidders would be opened.
- f. The Bidder's Names, Bid prices and the presence or absence of the requisite documents and such other details as MSEDCL, at its discretion, may consider appropriate, will be announced at the time of opening.

BIDDING INFORMATION

1	Tender Reference No.	SE/MLGC/PTF Transportation/T-01/2024-25
2	Tender Cost	Rs. 20 Lakhs
3	Sale of Tender Form on web link	From 02/05/2024@00:00Hrs. to 08.05.2024@23.00Hrs.
4	Last date & Time for submission of Bids	08/05/2024, 23:30 Hrs.
5	Date of Pre-Bid Meeting	06/05/2024, 14:30 Hrs.
6	Date & Time of opening of Technical Bid	09/05/2024, 11:00 Hrs. (If Possible)
7	Address for communication and Venue for Tender opening	Superintending Engineer, Malegaon Circle , 132 kV Soygaon Sub Station Campus, Malegaon, Dist-Nashik Nodal officer: The Executive Engineer (Adm.), Malegaon Circle E mail semalegaon@gmail.com
8	Tender processing fee	Rs. 2500/- + 18% GST as applicable (Non-refundable & Non Transferable)
9	Earnest Money Deposit (EMD)	1 % of Tender Value only (can be paid by either DD in favour of MSEDCL or through RTGS or Bank Guarantee)
10	Performance Bank Guarantee in lieu of Security Deposit	The successful bidder shall furnish the performance Bank guarantee within 14 calendar days from the date of issue of the LOA offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of 10% of Contract Value denominated solely in INR payable and claimed at <u>Malegaon</u> issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 1 years from the date of work order.

Note:

- a. The date & time of opening of Price Bid will be informed through Tender Portal Only.**
- b. The contract is for 1 year** or completion of order value whichever is earlier and subject to further extension on mutual consent.
- c.** Eligible bidders shall upload the Bids through e-tender portal of MSEDCL: www.etender.mahadiscom.in/eatapp details can be obtained from <https://www.mahadiscom.in>.
- d.** Price Variation is not permitted.

SECTION-II

INSTRUCTION TO BIDDERS

The **Superintending Engineer** (Malegaon Circle), on behalf of MSEDCL invites bids from eligible bidders for **Work of Transportation of Power Transformer** for 1 year.

1. Scope of Contract

The Scope of contract is as below:

- a) Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle.
- b) The contract period of agency shall be for 1 year or completion of order value whichever is earlier and subject to further extension on mutual consent.
- c) Bids shall be complete and cover all Works described in the price schedule. Any item of works required for complete usable system shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned or not in the price schedules; the same can be brought to notice of Tendering authority during Pre-Bid meeting.
- d) Bidder should note that obtaining permissions from statutory bodies wherever required for execution of works, shall be entirely in bidder's scope. However, MSEDCL will extend its support for obtaining these permissions on best effort basis.
- e) Partial bids, or bids which do not cover the entire scope of the works will be treated as incomplete and "not responsive" to the terms and conditions of bidding and are liable to be rejected.

2. Eligibility and qualifying criteria

The Bidder shall meet following minimum eligibility criteria for participation in the bid:

Technical & Financial Qualification

- i) The Bidder should have valid Electrical Contractor's License;
- ii) Documentary proof showing at least two heavy vehicles, vehicle related certificate-insurance, RTO tax paid, goods carriage permit, driving licenses, registration certificate, etc. for transporting such type of material, owned by Contractor;
- iii) Work Experience Certificate of amount of at least equal to tender value in one Financial Year during the period of FY 2021-22, 2022-23, 2023-24 for transportation of power transformer only;

- iv)** The bidder should have an average annual financial turnover of value greater than tender value, during last consecutive 3 financial years (FY 2020-21, 2021-22, FY 2022-23 or FY 2023-24);
- v)** The Bidder should have valid GST, PAN Registration Certificate;
- vi)** The Bidder should have valid PF Registration;
- vii)** The Bidder should have EPF Registration Certificate from labour Commissioner;
- viii)** The Bidder should have P.T. Registration Certificate & updated Challan;
- ix)** Income Tax Returns of previous three assessment years (AY 2021-22, 2022-23, AY 2023-24 or AY 2024-25) along with balance sheet;
- x)** Solvency Certificate from Nationalized / Scheduled Bank or Revenue Department for current year for the amount not less than tender amount;
- xi)** Valid Shop Establishment Registration Certificate;
- xii)** EMD Paid Details.
- xiii)** The Bidder should have valid ESIC Registration.
- xiv)** The Bidder should have employee's compensation policy.

3. Instructions to bidders

1. a. All bids must be accompanied by EMD as specified in the Tender Notification (Section-I) and uploaded on or before the prescribed date and time given in Section-I of this document. Bids submitted without EMD will be summarily rejected. Bidder shall upload the required documents through electronic mode only as part of their proposal.
- b. The Bidder shall also upload copies of
 - (i) Central and State GST registration Certificate.
 - (ii) PAN issued by appropriate authority.
 - (iii) Income Tax returns of previous three assessment years.
2. The Bid uploaded by the Bidder and all correspondence and documents in relation to the bid shall be in English Language.
3. Bidders are not allowed to participate in the bid on consortium basis.
4. Bidder should upload only those documents which are asked to be uploaded in the Tender document. Any extra document may make bid disqualified and such disqualified bid may be rejected at discretion of MSEDCL.
5. Technical proposal which are submitted by non qualified Bidder or which are evaluated to be "non responsive" will be rejected and shall not be considered for detailed technical evaluation.
6. Only bids conforming to minimum eligibility criteria and found to be technically responsive will be taken up for further evaluation. During evaluation of Bids, MSEDCL, may, at its discretion, ask the Bidders for clarification of their proposals.

7. The Bidder shall quote their rates considering market and site condition and variation in price index etc. The quoted rates by the Bidder shall remain the same.
8. MSEDCL will not entertain any claim at any stage from successful Bidder on the plea of not having sufficient acquainted himself as to site condition before submitting price bid etc.
9. Financial bid of the technically qualified Bidders to be opened on selected date and the place intimated to technically qualified Bidders through e-mail.
10. **Offers by matching prices with lowest acceptable Bidder :**
Not Applicable

SECTION-III

GENERAL TERMS OF CONTRACT

1. The schedule of work & estimated cost as mentioned is purely tentative & may vary as per the actual site requirement.
2. Tender must be uploaded on the website www.etender.mahadiscom.in/eatapp in two separate parts as per details given in other clause mentioned in Tender document. The requisite details should be filled in by the Tenderer wherever specified in the Tender Document.
3. The Tenderer should quote the rates below / at par / above schedule rates enclosed herewith. The rates quoted for extra item other than schedule enclosed by any tenderer will not be considered.
4. The rates shall be valid for 90 days from the date of opening.
5. All entries in the Tender should be in ink pen. Erasing & over writings are not permissible. All corrections & insertions should be initiated by the Tenderers.
6. The tender should accompany with a list of contracts already executed by the contractor at the time of submission of tenders.
7. The % rate shall be quoted in figures as well as in words & figures and shall be signed by the person or persons duly authorized to sign on behalf of the tenderer. If any discrepancy is observed between the amount in figures & in words, the amount whichever is lower will be considered.
8. The contractor who fails to start the works within the schedule time and date will be liable to forfeit of the earnest money deposit or security deposit paid in addition to the compensation to the MSSEDCL as per the terms & conditions of the contract.
9. The contractor should not entrust the work on subcontract or transfer or assign the contract or any part thereof to any third party in case if it is not followed it will be treated as break of contract and will be terminated at contractor's risk & cost. If the quality of work as well as performance is found unsatisfactory, the contract is liable for termination without giving any notice at your entire risk and the security deposit paid by you shall be forfeited.
10. R.T.O. permission for transportation will be on bidders side & will be fully

responsible for the R.T.O permit, vehicle taxes etc.

11. The vehicle should have the registered capacity to carry the load of material, which is about 15 M.T. approx. The vehicle should have chain pulley arrangement. Material should be handled carefully and the contractor will have to make chain pulley block arrangement for mechanically lifting an unloading & uploading of materials from premises/site. The contractor should see that these are in sound conditions. Cost of fall materials damaged will be recovered from contractor.
12. The transit insurance will be arranged by the Company & will be paid by Company.
13. During the transportation, any damage or loss occurred to departmental material the responsibility lies with the contractor. The contractor will maintain suitable record of transportation.
14. The Escort, Toll tax, charges will not be paid by MSEDCL.
15. The entire work under this contract would be subject to general conditions of contract for work and terms and condition of contract stipulated therein would be binding on contractor.
16. The contractor should have his own man power, tools and tackles required to carry out the job. The workers employed for the job should be conversant with the work. In case of any accident to his worker, the total responsibility lies with the contractor. In case of damage to the MSEDCL's material/theft, appropriate cost of the same will be recovered from the contractor.
17. 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.
18. The bills should be submitted through the concerned Ex. Engineer in triplicate for the payment after completion of complete work to this office. The bill will be paid by RTGS/Online only as early as possible subject to availability of funds. For billing ERP process is applicable. The tenderer should also be deemed to have acquainted him with the site conditions which he has to come across while executing the works. No extra payment or charges will be admissible on any grounds.
19. The contractor shall NOT be entitled to claim any interest, any arrears upon balance which may be found due to him at any time.
20. The Income tax, work contract tax and other applicable taxes as may be applicable as

per prevailing rates will be deducted from the bills.

21. Period of Contract: Initially the period of contract will be for ONE year or completion of order value, whichever is earlier and subject to further extension on mutual consent.
22. Bidders are also deemed to be fully aware of Company's General terms & conditions of works contract, and any ignorance of these terms and conditions will not be accepted. Since sub-station area is declared as prohibited area by the Company, it is necessary to take the prior permission from the work In-charge for entry etc. The safety of bidders personnel executing the work shall be fully confirmed prior to undertaking the work and responsibility of safety for bidders staff /persons shall lie with bidders.
23. No accommodation will be provided to bidder or to bidders persons by Company.
24. Amount/Amounts due on account of damage or transportation delay or default or breach of contract, the right to recover-retain or withhold the same is reserved by the Company. Any type of compensation/damage etc. to bidders labour or persons due to any accident etc. will have to be paid by bidder and Company will not be responsible for the same.
25. All necessary precautions should be taken while carrying out the work so as to reach the material safely. In case of any damage to the MSEDCL's material/theft appropriate cost of the same will be recovered from the contractor.
26. The contractor shall have to start the work within 05 days from the intimation from this office or authorized representative of division. If in case the contractor fails to carry out the work in stipulated time, the penalty @ 0.5 % per day for the delayed period will be charged maximum up to 10% of the value of the contract order.
27. In case of any conflicting instructions or in difference of opinion on any point or in case of dispute about the contract/work order, the decision of the undersigned will be final & binding on bidder.
28. The bidder will have to execute and sign an agreement as per rules of MSEDCL on the stamp paper of appropriate value and will have to bear the stamp duty for the purpose if required.
29. The details of works to be carried out will be given by concerned division & S/Dn.

30. MSEDCL reserve rights

To reject or accept any or all bids wholly or partly without assigning any reason on the ground considered advantageous to MSEDCL.

31. Language of Bid

The Bid shall be uploaded in English Language. Supporting documents and printed literature which are in another language shall be accompanied by an accurate translation in the English language duly authenticated and certified by the Bidder.

32. Documents Comprising the Bid

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

33. Part-I: Technical Bid

Bidder shall submit relevant certificates to demonstrate the financial, technical capabilities & eligibility criteria prescribed under this Tender Document. In this regard the Bidder shall upload following minimum documents/ information for technical and financial evaluation.

- (i) Firm's Profile at a Glance(Appendix-I(A))
- (ii) Financial Status (Appendix-I(B))
- (iii) Experience (Appendix-II)

34. Part-II: Financial Bid

- (i) The Bidder shall submit the price schedule as furnished in the tender document. Each entry in the price bid form should be filled.
- (ii) Taxes as applicable will be paid extra.
- (iii) Bidder should quote lump sum rates in price bid.
- (iv) Prices shall be quoted in Indian Rupees.
- (v) Any Financial Bid uploaded with conditions different from the tender specifications will be rejected.

35. Earnest Money Deposit (E.M.D.)

- A. The Bidder shall furnish along with the Technical Proposal, an E.M.D. of 1% of Tender Value. Payable either by DD in favour of MSEDCL or in the form of account transfer through RTGS/NEFT or in the form of Bank Guarantee as per Appendix-IV.
- B. Any bid not accompanied by an acceptable E.M.D. shall be rejected by MSEDCL as non-responsive.

- C. The E.M.D. of the successful Bidder will be returned when the L-1 Bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- D. The E.M.D. of the unsuccessful Bidders will be returned as promptly as possible, after finalization of tender process. However,
 - (i) If a Bidder withdraws his Bid during the period of Bid validity Specified by the Bidder on the Bid Form, his E.M.D. will be forfeited.
 - (ii) If the successful Bidder fails to furnish performance security in accordance with Clause 21 of Section - II, his EMD will be forfeited.
 - (iii) If the successful tender refused to sign and complete the contract documents and agreement and further execute the contract.

36. Period of Validity of Bid

- A. Bids shall remain valid for 60 days after the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by MSEDCL as “non-responsive”.
- B. In some circumstances, MSEDCL may solicit the Bidder’s consent to extend the period of validity. The consent for extension, if any, shall be given in writing. The EMD provided under clause (9) of this Section – II above shall also be suitably extended. A Bidder extending the bid validity will not be permitted to modify its original bid.

37. Amendment to Bid document

- A. At any time prior to the deadline for submission of bids, MSEDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by issuing addenda.
- B. Any addendum thus issued shall be treated as part of the Bid documents pursuant to Sub-Clause (A) above and shall be communicated through the website: www.etender.mahadiscom.in/eatapp

38. Format of Bid

- (i) The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The Bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in entire bid document including financial bid containing price proposal.
- (ii) Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given

in the Bid document separately for Technical Proposal and Price Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

39. Mode of submission of bids

- i) The Bids shall be submitted electronically through the e-tender portal only.
- ii) Bids sent by any other mode like in person, post, e-mail will not be considered & rejected.
- iii) MSEDCL may at its discretion require any Bidder to submit the hard copy of any of the document submitted on e-tender platform.

40. Submission of Bids

The Bidder shall scan all the documents forming part of the Bidder's Technical Proposal and price proposal, and convert the same into PDF format. The size of the Technical Proposal/Price Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech (Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by MSEDCL during registration of the Bidder. The digitally signed document files shall be uploaded by the Bidder on the "e-tendering" web site of MSEDCL.

41. Deadline for Submission of Bids

- i) Bids must be uploaded by the Bidder through e-tender process not later than the time and date specified in the invitation for Bids.
- ii) The MSEDCL may, at the discretion, extend this deadline for submission of bids by issuing an addendum.

42. Acceptance or Rejection of Bids

- i) MSEDCL reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected Bidder or Bidders of the grounds for the said action.
- ii) Incomplete bid or Bid with incomplete information/Documents or bid which is not substantially responsive as determined by MSEDCL is liable for rejection.

43. Preliminary Examination of Price Bid

Upon examination of bid, Arithmetical errors found if any will be rectified on the following basis.

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (ii) If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, his bid will be rejected.

44. Opening and Evaluation of Proposals

a) Opening of Pre-Qualification cum Technical Proposals

- i) MSEDCL will open the Technical Proposals on the date and time designated in the E-Tender Notice/ Bid Document.
- ii) The time and date of the opening of the Price Bids will be informed through an email to technically qualified Bidders.

b) Examination of Technical Proposals and Determination of Responsiveness:

- i) A technical/ tender committee shall evaluate the Bids submitted by Bidders for a detailed scrutiny. During evaluation of Bids, MSEDCL, may, at its discretion, ask the Bidders for clarification of their proposals.
- ii) Notwithstanding the above, MSEDCL reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other Bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

c) Clarification of Technical Proposals and Contacting MSEDCL

- i) MSEDCL can seek any clarification / document required for technical qualification before opening the Price Bid. The Bidder to submit the clarification regarding the documents submitted with the Technical Proposal, same shall be uploaded on the portal or to be submitted by e-mail.
- ii) Any effort by the Bidder to influence MSEDCL in evaluation of Technical Proposals, bid

comparison or MSEDCL decisions on acceptance or rejection of bids may result in the rejection of the Bidder's bid and forfeiture of the bid security in accordance with the provisions.

d) Financial Evaluation

The "Price bids" of only those Bidders will be opened, who qualifies the **"Prequalification cum Technical Bid"**. The price bids of the eligible Bidders will then be evaluated in the manner provided below.

e) Determination of the Lowest quoted price against the scope of work

- i) The evaluation for lowest offer (L-1) will be done based on the percentage rates quoted by the Bidders and accordingly L-1 bidder shall be determined. MSEDCL at sole discretion, if found necessary, may negotiate the offer with "L-1 Bidder".
- ii) In case of rate quoted in words and figure are different, the lowest of the two (which is beneficial to MSEDCL) shall be considered.

f) Offers by matching prices with lowest acceptable Bidder: Not Applicable

45. Notification of Award of Contract

Prior to expiration of the period of bid validity prescribed by MSEDCL, MSEDCL will notify the successful Bidder, that his bid has been accepted and his name has been empanelled for **Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle** for 1 year on the rates offered by him.

- (i) The notification of Letter of Award (LoA) will constitute the formation of the contract.
- (ii) Upon notification of LoA as above MSEDCL will promptly notify the other Bidders that their bids have been unsuccessful.

46. After LOA the detail work orders will be issued separately to the qualified L-1 agency for Transportation of Power Transformer.

47. Signing of Contract

- (a) Along with notification of LoA, MSEDCL will send the Bidder a Form of Contract, incorporating agreement between the parties.
- (b) Within 14 days of receipt of the Letter of Award, the successful Bidder shall sign the Form of Contract on Stamp Paper (non-judicial) borne by the Bidder as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and submit it to MSEDCL as per the format provided separately.

- (c) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s).

48. Performance Bank Guarantee (PBG) in lieu of Security Deposit

- a) The successful Bidder shall furnish the performance Bank guarantee within 14 calendar days from the issue of the offer letter in the form of an unconditional and irrevocable Bank Guarantee for an amount of **10% of Contract Value** denominated solely in INR payable and claimed at Malegaon issued either by a Nationalized or Scheduled Bank located in Maharashtra and valid for the period for 1 year from the date of work order.
- b) Prior to making a claim under the Performance Bank Guarantee, MSEDCL or MSEDCL representative shall, in every case, notify the Agency stating the nature of the default for which the claim is to be made.

49. Forfeiture of Performance Bank Guarantee

- (a) The performance Bank Guarantee submitted in lieu of security deposit specified in the clause 19, will be liable to be forfeited if-
 - (i) The agency fails to start the work of transportation after issuing of work order; or
 - (ii) The contract is terminated due to the reasons attributed to the contractor; or
 - (iii) The performance bank Guarantee shall not be forfeited unless the reasonable opportunity of being heard has been given to the party.

50. Corrupt or Fraudulent Practices

- (a) The Maharashtra State Electricity Distribution Company Ltd. requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL defines for the purposes of this provision, the terms set forth as below:
 - (i) **“corrupt practice”** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MSEDCL, and includes collusive practice among Bidders (prior to or after bid submission) designed

to establish bid prices at artificial non-competitive levels and to deprive MSEDCL of the benefits of free and open competition.

- (b) MSEDCL will reject a proposal for award if it find out that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) MSEDCL will declare a firm ineligible, either indefinitely or for a specific period of time, for award of MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, MSEDCL Assignment.

SECTION - IV**FORM AND APPENDIX OF TECHNICAL AND PRICE PROPOSAL****Form of Technical Proposal**

(On Bidder's Letterhead)

To,

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

Superintending Engineer,

Maharashtra State Electricity Distribution Co. Ltd.,

Malegaon Circle, Dist. Malegaon Pin 423 203

Name of Contract: Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle.

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer for Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle, for period of 1 Year, (hereinafter referred to as the contract of works) and as described in the Bid document "Contracts" as well as remedy any defects and guarantee the entire completed facilities against any defects in materials, workmanship and equipment for period specified in Bid Documents, after completion, fit for its purpose in conformity with these documents and the enclosed Proposal.

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

We have submitted price bids for Tender No. SE/MLGC/PTF Transportation/T-01/2024-25. We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake works on all these tenders. However we hereby confirm that we accept that the MSEDCL decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should MSEDCL decide to reject our Bid for this tender on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract Agreement. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of 60 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses *and work order*.

We accept that Dispute Resolution procedures, General Conditions of Contract, will be used for settling any disputes that cannot be mutually agreed with MSEDCL,

Yours faithfully,

Signature & Seal of company

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

Address:

.....

Form of Price Proposal and Appendix to Price Proposal (to be submitted along with Price Schedule)

FORM OF PRICE PROPOSAL

(On Bidder's Letter head)

To,

Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Superintending Engineer,

Maharashtra State Electricity Distribution Co. Ltd.,

Malegaon Circle, Dist. Malegaon Pin 423 203

Name of Contract: Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle.

Sir,

We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Works and remedy any defects, fit for its purpose in conformity with these documents *and work order to be issued when we got empanelled* and the enclosed proposal, for the rate as per Price Schedule exclusive of all the GST in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

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

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

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Yours faithfully

Signature

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

APPENDIX TO PRICE PROPOSAL

Description	Tender No. SE/MLGC/PTF Transportation/T-01/2024-25
Employer's Name and Address	Maharashtra State Electricity Distribution Co. Ltd. Represented by the: Superintending Engineer, Maharashtra State Electricity Distribution Co. Ltd., Malegaon Circle
Contractor's Name and Address	(To be completed by the Bidder before the Bid is submitted)
Name and Address of the MSEDCL Representative	The Executive Engineer (Adm.) Malegaon Circle

CHECK LIST OF DOCUMENTS ENCLOSED

Sr. No.	Name of Documents Attached	Remark (Tick Yes if enclosed or Tick No if not enclosed)	
		Yes	No
1.	Form of Price Proposal & Appendix to Price Proposal	Yes	No
2.	Price Schedule	Yes	No

Signature of Bidder:

.....:

APPENDIX -I**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**

Sr. No.	Name of Documents Attached	Remark <i>(Tick Yes if enclosed or Tick No if not enclosed)</i>	
		Yes	No
1.	Firm's Profile at a Glance Appendix-I(A)	Yes	No
2.	Financial Status Appendix-I(B)	Yes	No
3.	Self-Certification of No Bar/ non-failure/ blacklisted	Yes	No
4.	Experience Details	Yes	No
5.	Power of attorney in the name of the person authorized to sign Bid document	Yes	No
6.	Receipt of Payment made by the Bidder against the Bid Fees	Yes	No
7.	Tender Document signed by Bidder on each page along with Price Schedule Format.	Yes	No
8.	Form of Technical Proposal	Yes	No

Bidder's Signature:
(Seal)

APPENDIX- I (A)
FIRM PROFILE AT A GLANCE

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

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

Signature of Bidder:

Name :

Designation:

Date:

APPENDIX- I (B)

FINANCIAL STATUS

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

Sr. No.	Particulars	Financial Data for Previous 3 Years [Rs. in Lacs]		
		2020-21	2021-22	2022-23
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Long Term Loans			
5	Current Liabilities			
6	Profits Before Taxes			
7	Profits After Taxes			
8	Net Worth			
9	Available Working Capital			
10	Annual Turnover			
	Attached are copies of the audited balance sheets, including all related notes, and income statements for three years of FY 2020-21, 2021-22 & 2022-23.			

Applicant's Auditor

APPENDIX- II EXPERIENCE

Sr. No.	Nature of Work	Year wise order amount of works in Lakhs			Experience certificate attached at page No. ...
		2021-22	2022-23	2023-24	

Signature of Bidder:

Name:

Designation:

Company:

Date:

APPENDIX- III
FORM OF EARNEST MONEY DEPOSIT/ BID SECURITY
(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____, for **Work of Transportation of Power Transformer from any Store Center, repairing/manufacturing workshops to various MSEDCL locations in Maharashtra and vice versa for various Divisions under Malegaon Circle** under “Contracts” basis under bid package number Bid No: _____ (hereinafter called “the Bid”).

Know all people by these presents that We _____ [Name of Bank] of having our registered office at _____ (hereinafter called “the Bank”) are bound unto the Maharashtra State Electricity Distribution Company Limited in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the MSEDCL. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ [Address of branch office], sealed with the Common Seal of the said Bank this _____ day of _____.

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; or
- 2) If the Bidder refuses to accept the correction of errors in his Bid; or
- 3) If the Bidder is determined at any time prior to award of contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- 4) If the Bidder, having been notified of the acceptance of his Bid by MSEDCL during the period of Bid validity:
 - a. fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders;

We undertake to pay to MSEDCL the above amount upon receipt of its first written demand, without MSEDCL having to substantiate his demand, provided that in its demand MSEDCL will note that the amount claimed by him is due to him owing to the occurrence of

one or all of the above conditions.

This Guarantee will remain in force up to **60 days** after the *date of opening of technical bid* for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by MSEDCL, 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 Bank's authorized officer

Seal

Signature of Bank's Second authorized officer

Seal

APPENDIX- IV
FORM OF CONTRACT AGREEMENT
 (To be executed on non-judicial stamp paper)

This agreement made aton the date ofbetween M.S.E.D.C.L & M/sherein 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 “M.S.E.D.C.Ltd.” which expression shall unless excluded by or repugnant the context include its successors and assign of the other part.

Whereas the M.S.E.D.C. Ltd, Malegaon Circle invited tenders according to the power held by him as per rules for works of (work details) in accordance with the plants and specification annexed thereto and WHEREAS the said tender was accepted by the M.S.E.D.C. Ltd. under the work order No. Dtd placed with the said Contractor on the terms and conditions specified in the tender aforesaid work letter of the M.S.E.D.C. Ltd. and on the conditions of the contract as specified in the tender and in the Booklet viz “Tender and Contract for Works” of the M.S.E.D.C. Ltd. 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 viz Rs..... only placed with contractor on the terms and condition specified in the contract, the contractor hereby convents with the M.S.E.D.C. Ltd. 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 M.S.E.D.C. Ltd. shall pay to the contractor all the sums of money as and when they may becomes due and payable under the provisions of this contract.

2) The contractor shall undertake the works of construction of (work detail) mentioned and described in the contract as per specifications and tender accepted vide Work Order No..... Datedand 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 M.S.E.D.C. Ltd. Work Order No..... Dt and terms and conditions specified in the Booklet viz. “Tender and Contract for Works” attached with the tender.

4) The contract shall indemnify the M.S.E.D.C. Ltd. for all claim for injury caused to any person whether workman or not while in upon the works or the site and the M.S.E.D.C. Ltd. 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 M.S.E.D.C. Ltd. aforesaid letter along with tender submitted by the contractor along with plans and specifications and contactor's acceptance and the Booklet viz. "Tender and Contract for Works" of the M.S.E.D.C. Ltd. 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 M.S.E.D.C. Ltd. For the purpose of identification and annexed herewith as Schedule.

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.

APPENDIX- IV
FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)

[1.To be executed on Rs.100 non-judicial stamp paper purchased in the name of issuing Bank.

2. This Guarantee shall be valid until the date of issue of the Completion Certificate.]

To

The Superintending Engineer,

MSEDCL,.

WHEREAS M/s -----
 (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for _____
 work, as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by Scheduled / Nationalized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee) _____ (in words) _____ , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which maybe 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 _____

Address _____

Date _____

IN WITNESS WHEREOF THE SURETY HAS EXECUTED THIS DEED IN PRESENCE OF

WITNESS:

(Signature)

Name and Address :-

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**MALEGAON CIRCLE****SCHEDULE 'A'****PRICE BID****TENDER NO. :- SE/MLGC/PTF Transportation/T-01/2024-25****Rates for Transportation of Power Transformer:**

Sr.	Description	Unit	Rate in Rs.
1	Transportation of Power Transformer from any repair unit/workshop, store to store and vice-versa for Malegaon (UCR), Manmad, Satana, Kalwan divisions, under Malegaon Circle.		
	a) Transportation of Power Transformer	Per MT/km	
	b) Loading of Power Transformer	Per MT	
	c) Unloading of Power Transformer	Per MT	
	d) Winching of Power transformer	Per MT/mtr	
	e) Assembling of all Accessories of Power Transformer	Per transformer. Up to 5MVA	
	f) Dismantling of Power Transformer	Per transformer Up to 5MVA	

Note:

- 1) GST, Toll Tax: Inclusive/Exclusive; please mention clearly.
- 2) Minimum weight will be charged ____MT per vehicle for all activities i.e. transport, load, unloading etc.; please mention clearly
- 3) Minimum distance will be charged ____km per vehicle for all activities; please mention clearly.

ESTIMATED COST OF TENDER: Rs.20 Lakhs**Date :-****Place :-****Signature of
Tenderer**

UNDERTAKING

I / we hereby undertake to abide by the following condition of the Tender:

That the EMD deposited against the above mentioned tender shall be liable for forfeiture in full, if either:-

- 1) I / we withdraw my / our tender before the company finalized the decision of acceptance the tender.
- 2) In case my / our tender is accepted by the company and I / we fail to pay the P.B.G. / Security Deposit as per Tender conditions against this tender within stipulated period.

Place :

Signature of Tenderer

Date:

LETTER TO THE SUPERINTENDING ENGINEER

To,
Superintending Engineer,
Maharashtra State Electricity Distribution Co. Ltd.,
Malegaon Circle, Dist. Nashik Pin 423 203

Dear Sir,

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

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

Yours faithfully,

Date:

Name & Address of the Tenderer:

Seal and Signature of the Tenderer:

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40300310 Transportation	ADM 005	Days	996791	365		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Duly filled and signed price bid	Price Section	40300310 Transportation	Duly filled and signed price bid
2	Form of Price Proposal & Appendix to Price Proposal	Price Section	40300310 Transportation	Form of Price Proposal & Appendix to Price Proposal
3	Work Experience Certificate along with work order copy	Technical Section	40300310 Transportation	Work Experience Certificate along with work order copy
4	Valid Shop Establishment Registration Certificate	Technical Section	40300310 Transportation	Valid Shop Establishment Registration Certificate
5	Valid ESIC Registration certificate	Technical Section	40300310 Transportation	Valid ESIC Registration certificate
6	employee's compensation policy	Technical Section	40300310 Transportation	employee's compensation policy
7	valid PF Registration certificate	Technical Section	40300310 Transportation	valid PF Registration certificate
8	EPF Registration Certificate from labour Commissioner	Technical Section	40300310 Transportation	EPF Registration Certificate from labour Commissioner
9	P.T. Registration Certificate & updated Challan	Technical Section	40300310 Transportation	P.T. Registration Certificate & updated Challan
10	Vehicles documents such as RC, Insurance, permit, etc.	Technical Section	40300310 Transportation	Documentary proof showing at least two heavy vehicles, vehicle related certificate-insurance, RTO tax paid, goods carriage permit, driving licenses, registration certificate, etc.
11	Duly Signed Tender Document	Technical Section	40300310 Transportation	Duly Signed Tender Document
12	valid Electrical Contractor's License	Technical Section	40300310 Transportation	valid Electrical Contractor's License
13	Experience Details (Appendix-II)	Technical Section	40300310 Transportation	Experience Details (Appendix-II)
14	Duly signed Form of Technical Proposal	Technical Section	40300310 Transportation	Duly signed Form of Technical Proposal
15	Power of attorney in the name of the person authorized to sign Bid document	Technical Section	40300310 Transportation	Power of attorney in the name of the person authorized to sign Bid document
16	Self-Certification of No Bar/ non-failure/ blacklisted	Technical Section	40300310 Transportation	Self-Certification of No Bar/ non-failure/ blacklisted
17	Firm's Profile at a Glance Appendix-I(A)	Technical Section	40300310 Transportation	Firm's Profile at a Glance Appendix-I(A)
18	Financial Status (Appendix-I(B)) signed by certified auditor	Commercial Section		Financial Status (Appendix-I(B)) signed by certified auditor
19	ITR along with balance sheet	Commercial Section		Income Tax Returns of previous three assessment years (AY 2021-22, 2022-23, AY 2023-24 or AY 2024-25) along with balance

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
20	average annual financial turnover certificate	Commercial Section		average annual financial turnover certificate
21	valid GST, PAN Registration Certificate	Commercial Section		valid GST, PAN Registration Certificate
22	Tender fee receipt	Commercial Section		Tender fee receipt
23	EMD Paid Details	Commercial Section		EMD Paid Details
24	Solvency Certificate	Commercial Section		Solvency Certificate