

Maharashtra State Electricity Distribution Company Ltd.

(A Govt. of Maharashtra Undertaking)

CIN : U40109MH2005SGC153645

Email :- eemouda@gmail.com
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Executive Engineers Office,
M.S.E.D.C.Ltd., Mouda Division,
Shivaji Nagar, Ramtek Road,
Near old I.T.I.Mouda-441104

CORRIGENDUM

Subject :- Tender documents of tender [EE/MOUDA/TECH/E-TENDER/2018-19/T-55](#)

All the interested registered reputed eligible licensed Electrical Contractor for Labour Contract for erection, commissioning, Maintenance of HT / LT Lines, underground Cables Distribution Transformer, Sub Station works and other allied works under Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision vide tender no.[EE/MOUDA/TECH/E-TENDER/2018-19/T-55](#) for an amount Rs 7.00 Lacs, hereby informed that earlier technical bid of above tender documents uploaded are corrupted & not downloaded ,hence as per the request of bidders copies of tender documents are published & attached along with this corrigendum which will be now available from dtd.22.02.2019. Other terms & conditions remains unchanged

Contact person Additional Executive Engineer Mobile No. 7875033069

Enclsure:-Soft copy of tender technical bid documents

**Executive Engineer (Mouda Division)
Maharashtra State Electricity Distribution Co. Ltd.
Shivaji Nagar, Ramtek Road,Mouda-441104, Maharashtra.
Ph No : 07115-281160 E-mail: eemouda@ho.mahadiscom.in**



Tender Notice
Maharashtra State Electricity Distribution Co. Ltd.
Tender No. EE/MOUDA/TECH/E-TENDER/2018-19/T-55
Appointment of Labour Contractors for maintenance of the H.T./L.T. Lines, T/F, S/Stns
& other allied works under Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek
Subdivision under Mouda Division .

Separate sealed & super scribed tenders are invited by the Exe.Engr., Mouda Division MSEDCL, Shivaji Nagar, Ramtek Road, Mouda-441104 from reputed & experienced Agencies in the prescribed Tender form for following works:

| Bid No. | Description of the Works | Estimated Cost of Works Limited to (Rs. Lakhs) | Amount of Bid Security (Rs. Lakhs) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------|
| T-55 | Labour Contract for erection, commissioning, Maintenance of HT / LT Lines, underground Cables Distribution Transformer, Sub Station works and other allied works under Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision , Mouda Division. | 7.00 | 0.7 |

Schedule for Tender Processing will be as follows:

Sale of the Tenders: Entire bidding document consisting of Technical & Commercial bid is available from **16 Feb 2019 onwards** in electronic format and is to be downloaded from Employer's website www.mahadiscom.in and Hard copy of Tender document will not be provided from Mouda Division office, Nagpur. Any changes in the Tender Schedule, corrigendum etc. shall also be put up in the website only. Prospective bidders are, therefore, requested to regularly check the website for any updates. **Last date of Uploading** of duly filled Tenders will be **25 Feb 2019 by 15.00 Hrs** **Opening of the Technical Bid on 25 Feb 2019** at 15.30 Hrs (if possible) , **Opening of the Price Bid (Soft Copy)** of the technically responsive bidders will 26 **Feb 2019** at 11.00 Hrs (if Possible).

Tender Fee of Rs.1000- plus 18% (CGST+IGST) extra(Rupees Five hundreds Only plus 18% (CGST+IGST) extra) per Bid be paid online only Any Bid uploaded without attachment of scanned copy of Money receipt/demand draft shall be considered as non-responsive and shall be rejected. **Bid Security** - 1% of the Bid Value as mentioned in the above table to be paid in cash or in the form of demand draft payable at Mouda in favour of **The Executive Engineer, Mouda Division , Maharashtra State Electricity Distribution Company Ltd, Mouda** as stated in the bid document. The scanned copy of Money Receipt or DD shall be uploaded along with the technical bid & original copy of Money Receipt or DD shall be submitted to the office of the employer before deadline of uploading of tender. **Security Deposit-** The successful bidder has to furnish Security Deposit equivalent to **10%** of contract value. **Submission of Tender / Bid:** - Duly completed offers shall be uploaded on employer's website www.mahadiscom.in on or before the due date and time of uploading. MSEDCL shall not be responsible for any delay and tenders received after the due date and time will not be considered. Offers without bid security will be rejected. **Validity of Offers** - The offer shall be kept valid for a period of 90 days from the last date of uploading of bid. Interested Parties, satisfying the eligibility criteria mentioned below, are requested to upload their offers on percentage of current approved scheduled rate of S.E., NRC 2014-15 (below, above or at par of the Tender value) **as per the procedures stipulated in the bidding documents.**

Eligibility Criteria : Bidding is not open to Joint Ventures as specified in tender document & all bidders

consisting of a single firm who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. The Contracts shall be awarded to Contractors with relevant experience and required financial strength. The interested party should be a single firm meeting and possessing the eligibility criteria as outlined below:

- General Experience :- Should have executed single order of a value equivalent to at least **20%** of the estimated cost of the Bid or two orders of **25%** of the estimated cost of the Bid or three orders of at least **30%** of the estimated cost of the Bid, in any sector during the last five financial years.
- Specific Experience :- The Bidder should have prior experience in executing one work order/contract (denotes executed only) of similar nature of work in distribution sector of a value equivalent to at least 15% of the Tender Estimated Cost, during the last three financial years (i.e., FY , 2015-16, 2016-17 & 2017-18);
- Should have documentary evidence describing availability of financial resources to exclusively cover cash flow requirements of not less than **25 %** (twenty five percent) of the estimated cost of the works.
- Should have **documentary evidence** describing availability of financial resources to exclusively cover cash flow requirements of not less than **25 %** (twenty five percent) of the estimated cost of the works.
- Should have valid Electrical Contractor's Licence;
- **Average Annual Turnover:** The bidder should have an audited average annual financial turnover during the last 3 years **FY 2015-16, 2016-17 & 2017-18**; of at least 30% of the estimated cost of the tender.
- the Bidder should possess a valid Electrical Contractor's license issued by the Government of Maharashtra Authority under the Act;
- Audited complete Balance sheets for last three financial years 2015-16, 2016-17 & 2017-18 (Documentary evidence req.for 25% of tender cost)
- the Bidder should have a positive Net Worth (which is defined as "Net value of assets – net value of liabilities") **(F.Y.2017-18) (Audited by CA)**
- registration certificates for a PT,PF,ESIC, & Also Pan, Aadhar card
;
- GST registration certificate

MSEDCL, in this regard, invites from *interested qualified parties* like manufacturers/ constructors, contractors, etc. of repute for participation in the process for appointing the "**Labour**" Contractors.

Executive Engineer (Mouda Division)

Maharashtra State Electricity Distribution Co. Ltd.

Shivaji Nagar, Ramtek Road,Mouda-441104, Maharashtra.

Ph No : 07115-281160

E-mail: eemouda@ho.mahadiscom.in

Executive Engineer

M.S.E.D.C.L,O&M Division Mouda,



TENDER NO.EE/Mouda/TECH/E-TENDER/2018-19/T-55

TENDER FOR

*Labour Contract for erection, commissioning,
Maintenance of HT / LT Lines,
U/G Cables, Dist T/F, Sub-Station works and other
allied work under **Ramtek (U) ,Ramtek (R), Mansar &
Deolapar Dc of Ramtek Subdivision of Mouda**
Division, Mouda .*



Tender No: EE/MOUDA/TECH/E-TENDER/2018-19/T-55

- 1) Tender No. : **EE/MOUDA/TECH/E-TENDER/2018-19/T-55**
 - 2) Subject : Labour Contract for erection, commissioning, Maintenance of HT / LT Lines, underground Cables Distribution Transformer, Sub Station works and other allied works under **Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision** of Mouda Division, Mouda .
 - 3) Estimated cost of Labour : Rs. 7,00,000/- (Rs. Seven Lakhs only)
Work
 - 4) Earnest Money Deposit : Rs. 7,000/- (Rs. Seven Thousands only)
 - 5) Date of Issue of Tender : 16 Feb 2019
 - 6) Last date of Sale of Tender : 25 Feb 2019 up to 11.00 Hrs.
 - 7) Last date of submission : 25 Feb 2019 up to 15.00 Hrs.
of Tender
 - 8) Probable date of Opening : 25 Feb 2019 at 15.30 Hrs. (If possible)
of Technical Bid
 - 9) Probable date of Opening : 26 Feb 2019 at 11.00 Hrs. (If possible)
of Commercial Bid
 - 10) Cost of Tender : Rs.1000 /- + 18% (CGST+IGST) extra
 - 11) Tender Purchased vide :
Money Receipt No. & Dt
 - 12) E.M.D. paid vide Money :
Receipt No. & Dt.
- Validity Of the Offer : 90 Days from the date of opening of the Tender

Executive Engineer (Mouda Division)

M.S.E.D.C.L., MOUDA



Tender No : EE/MOUDA/TECH/E-TENDER/2018-19/T-55

TENDER AND CONTRACT FOR WORKS

I/We hereby Tender for MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED for the work in the written memorandum with the time specification and in accordance with respect to the specifications, designs, drawing and instruction in writing and as per Annexure of Contract.

MEMORANDUM

a. General Description of work :- Labour Contract for erection, Commissioning,

Maintenance of HT & LT Lines, Underground Cables, Dist. Transformer, Sub Station works and other allied works in the jurisdiction of Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision under Mouda Division, Mouda .

b. Estimated Cost of Labour Work :- Rs. 7,00,000/- (Rs. Seven Lakhs only)

c. Earnest Money Deposit :- Rs. 7,000/- (Rs. Seven Thousands only)

d. Security Deposit :- 5 % of Order value

Should this Tender be accepted: I/We hereby agree to abide by and fulfill all the terms and provisions of contract annexed here to as applicable and in case of default thereof, to forfeit and pay to Company the sum of money, mentioned in the said condition :

Money Receipt No. :- _____ Dt.:- _____

Or D.D. No. :- _____ Dt. _____ in respect
of _____

Rs. _____ (Rs. _____)

is hereby forwarded representing the earnest money (the full value of which is to be absolutely forfeited to the M.S.E.D.C.L. should I/We do not deposit the full amount of Security Deposit specified in the said should be refunded.

Signature of the Tenderer

Address :- _____

Date: _____ Electrical /Contractor License No. _____

Note:- 1) Copy of License must accompany tender document.

2) Amount should be specified in words as well as in figures etc. also.



Tender No : EE/MOUDA/TECH/E-TENDER/2018-19/T-55

INSTRUCTIONS TO THE TENDERER

- 1) Name of Work: Labour Contract for erection, commissioning, Maintenance of HT / LT Lines, underground Cables and Dist Transformer Sub-Station works under Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision under Mouda Division, Mouda .
- 2) The tender documents are available on www.mahadiscom.in site & can be downloaded from the site & no hard copy will be issued by this office. The non refundable payment of tender Fee of Rs.5000 /- plus 18% (CGST+IGST) extra(Rupees Five hundreds Only plus 18% (CGST+IGST) extra) per Bid be paid online only .

3) Earnest Money Deposit (EMD):

The tenderer should pay Rs.7,000/- (Rs Seven Thousands only) towards Earnest Money Deposit (EMD) . EMD shall be paid by cash or Banker's Demand Draft drawn from any scheduled Bank in favour of "Executive Engineer, Mouda Division, MSEDCL, Mouda " EMD can be paid in the office of the Executive Engineer, Maharashtra State Electricity Distribution Company Limited, at Shivaji Nagar,Ramtek Road,Mouda-441104, Maharashtra.7875033069 (Addl.Ex.Engg.)". The tender submitted without EMD will be liable for rejection. No interest will be paid on the EMD.

Tenders submitted without earnest money are liable to be rejected. Earnest Money Deposit and performance bank guarantee shall be forfeited or adjusted in the following cases.

- a) In case the tenderer withdraws tender/offer during the validity period.
- b) In case the tenderer fails to pay the Security Deposit if the contract is awarded.

4) Qualifying Requirement of the vendor:

The bidder shall fulfill following requirements:

- (a) **General Experience:** The Bidder should have executed in any sector during the last

five financial years (i.e., FY 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18,) either (i) one work order/contract (denotes executed only) equivalent to at least 20% of the Tender Estimated Cost, or (ii) two work orders/contracts (denotes executed only) equivalent to at least 25% of the Tender Estimated Cost or (iii) three work orders/ contract (denotes executed only) equivalent to atleast 30% of the Tender Estimated Cost;

(b) **Specific Experience:** The bidder should have at least 2 years experience as a prime contractor in the construction, erection, testing and commissioning of transmission and/or distribution lines, substation bays, distribution transformers of varying capacities, and allied works for MSEDCL.

The Bidder should have prior experience in executing one work order/contract (denotes executed only) of similar nature of work in distribution

sector of a value equivalent to at least 15% of the Tender Estimated Cost, during the last three financial years (i.e., FY , 2015-16, 2016-17 & 2017-18);

(c) **Average Annual Turnover:** The bidder should have an average annual financial turnover during the last 3 years (FY , , 2015-16, 2016-17 & 2017-18), of at least 30% Of the estimated cost of the tender. Attach C.A. certified copy of Avg. Annual Turnover.

(d) the Bidder should possess a valid Electrical Contractor's license issued by the Government of Maharashtra Authority under the Act;

(e) the Bidder should have a positive Net Worth (which is defined as "Net value of assets – net value of liabilities")(F.Y. 2017-18). Attach C.A. certified copy of Net Worth.

For the purpose of evaluation of the Bidder's compliance with the provisions of sub-paras (c) and (e) above. (Turnover, Net Worth) the Estimated cost of the Works refers to the Employer's Estimated Cost as set forth in the Bidding Data shall be considered.

- f) Valid Electrical contractor license.
- g) Company Registration Certificate.
- h) Registration certificate for GST & valid Income Tax clearance Certificate /PAN No./ last 3 years Income Tax paid Certificate.
- i) Registration under PF & labour laws as may be applicable as per the relevant Act.
- j) Money Receipt/DD of EMD and Tender fee.
- k) B/S & P&L Duely audited by CA for last FY three years 2015-16, 2016-17 & 2017-18

5) Taxes and Duties:

Bidder shall indicate the taxes & duties against respective clauses in Annexure B without any ambiguity. In case, any of the taxes & duties are not payable, bidder shall indicate the reason thereof duly supported by documentary evidence.

6) Quotation :

- a) Each bidder shall submit only one offer.
- b) Bidder shall quote his rate in percentage of current approved scheduled rate of S.E. NRC 2014-15 specified in Annexure 'A' in figures as well as in words. Any variation in the rate etc. will not be allowed on any ground such as mistake; misunderstanding etc. after the tender is submitted.
- c) In case of difference in the rates between the figures and words and/or if there is difference in the amount of taxes and duties worked out by Percentage calculations, then the rates Advantageous to company will be accepted.
- d) Tenderer's printed terms and conditions will not be considered as a part of the tender.
- e) The bidder is requested to ensure that the comments against each item / clause of Annexure/ Questionnaire shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item/clause is not applicable, the words "Not Applicable" shall be written against it.

7) Bid Validity

1. Bids shall remain valid for a period of **90 days** after the deadline.
2. In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension.

8) Bid Security (EMD & Security Deposit)

- a) The bid must be accompanied with Money Receipt of E.M.D. payment in the form of D.D. / Cash
- b) Any bid not accompanied adequate EMD not be considered for evaluation.
- c) The EMD of the unsuccessful bidders will be returned as soon as possible after completion of the bid validity period. The Bidder has to submit application for return of the EMD to this office.
- d) The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and security deposit will be retained till completion of work.
- e) No interest shall be payable by MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD on the above EMD & Security Deposit.
- f) The EMD will be forfeited if -
 - i) If the bidder withdraws his bid during the period of bid validity, or
 - ii) In the case of successful bidder, if he fails within the specified time limit to Sign the Agreement

9) Format and Signing of Bid

- a) Only Digitally signed documents should be submitted.
- b) The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections

10) Submission of Bids

The tender is to be submitted online on or before the due date and time for submission on the website. It is advisable to submit the digitally signed bids sufficiently in advance of due date and time so as to avoid last minute trafficking at server. The prospective bidder should be well aware about the online submission of the bid. Any compliant for delay in submission of the bid due to any technical reason will not be entertained.

The tender downloaded from MSEDCL's website should be stamped & digitally signed on the mentioned pages as below and the same should be uploaded with the Technical Bid & Price Bid as mentioned below.

a. Technical Bid [Qualifying bid] (Part I) – online only

This part shall contain all technical and commercial aspects of the bid. The bidder should upload copies of scanned & digitally signed Technical Bid documents online and only the uploaded documents will be considered for qualifying the technical bid.

Technical Bid Documents:

- 1) Tender document digitally signed and duly complied (All Pages of bid document)
- 2) Tender form fee of Rs.500/- plus 18% (CGST+IGST) extra to be paid online only.
- 3) E.M.D. – to be paid in cash / DD and M.R. receipt of the same is to be submitted.
- 4) Valid Electrical Contractor License Copy.
- 5) Income Tax Clearance (as per clause 4 h) & Balance sheet with P&L of 2015-16, 2016-17 & 2017-18
- 6) Annual turnover 2015-16, 2016-17 & 2017-18
- 7) Labour Insurance.
- 8) Work experience Certificate (as per clause 4 a &b)
- 9) GST Registration Certificate
- 10) EPF Registration Certificate

- 11) Professional Tax Registration Certificate
- 12) CTIN / Sales Tax Registration Certificate
- 13) Copy of PAN Card

Price Bid (Part II) – online only

This part shall contain only the Price Bid strictly in the prescribed format i.e. Annexure-A, Price Schedule enclosed.

Commercial offer including price / activity schedule

To be in “Annexure A” of bid document with rates filled in both in figures and words and digitally signed by the bidder.

11) Deadline for Submission Bids

- a) Bid must be submitted not later than 15.00 hours on date: **25 Feb 2019** .
- b) The Employer may extend the deadline for submission of bids by issuing an amendment. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case (s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

12) Late Bids

Uploading facility will not be available after the deadline.

13) Opening of Tenders:

Tenderer’s are requested to submit their tender/offer with all the related documents online on or before the due date and time for submission as mentioned in tender notice.

- i) Telegraphic offer or offers received in the form of Telex or Fax message or by post in hard copy will not be entertained or considered under any circumstances whatsoever.
- ii) First, the **Technical bids will be opened online** on the date & time specified in presence of the tenderer/ representative of the tenderer who choose to attend the process online.

- iii) In case the date of opening of tender happens to be holiday the date of opening will be next working day at the same time.
- iv) The **Price Bids will** remain unopened and the same will **be opened online** on the date and time as specified if possible. The price bids of only the qualified bidders will be opened.

14) Technical Evaluation of Bidders:

It should be noted that, Technical Bid documents submitted as mentioned above will be opened first. MSEDCL will examine the documents under Technical bid in accordance with the requirements with the bid document. If any of the documents under technical bid are not found to be complying with the requirement of the bid document, the bid will be considered as non-responsive and Price Bid of the corresponding bid will not be opened for further evaluation. Only the responsive tenderer's of the technical bid shall be notified by the Employer to attend the online opening of the Price Bid of the bids.

If any of the minor deviation in submission of the documents under technical bid, the decision of the competent authority (Employer) will be final.

15) Bid Opening

- a) The Employer will open the Technical Bid documents on line in the presence of the bidder or bidder's representatives who choose to attend at 15.30 hours on date: **25 Feb 2019** (if possible). The bidder/bidder's representatives who are present shall sign a register evidencing their attendance.
- b) The Employer will examine the document under Technical Bid documents of the bid in accordance with the requirements with the bid document. If any of the documents under Technical Bid documents is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive. Price Bid part of the corresponding bid will not be opened for further evaluation.
- c) The responsive bidders of the Technical Bid documents shall be notified by the Employer to attend the opening of the Price Bid of the bids. The price bid of the responsive bidder will opened on the date and time specified.

16) 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.

17) 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 expect as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

18) 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 be govern.**

19) Prohibition for Post tender Correspondence.

The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer.

20) Employer's right to accept or reject, any or All Bid(s).

The Employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

21) Award of Contract

The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined.

22) AGREEMENT

In the event of acceptance of particular bid for award of Contract such successful bidder has to submit contract Agreement and security deposit as per attached form.

23) TIME: THE ESSENCE OF CONTRACT

The Contractor shall begin the Works on the Stated Date and is to carry out the Works in accordance with the program issued to him by executing officer i.e. DY.EX..Engg, Kanhan Subdivision/Concerned AE/J.E. time to time. Work-Order will be issued after signing of agreement and submission of security deposit.

24) OTHER IMPORTANT GENERAL TERMS.

a) Effect and jurisdiction of contract:

The contract shall be considered as having come on to force from the date of issue of Letter of Award by the Employer. The area of work will be, area under **Ramtek (U) ,Ramtek (R), Mansar & Deolapar Dc of Ramtek Subdivision** under Mouda Division, Mouda as directed by the Executive Engineer.

b) Patent Rights and Royalties:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments, software and processes used in the works shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such Royalties of fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.

25) GUARANTEE:

The All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms.

26) NOTICES:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in

the event of Contractor being a company to or at its registered office.) Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post at the Employer's address.

27) DETAILS : CONFIDENTIAL.

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 Executive Engineer, Mouda Division, Mouda and subject to terms and conditions as he may prescribed.

All rights are reserved with this office to terminate the contract at any stage without assigning any reasons.

I have read the above conditions and the same are agreeable to me.

Date:

Place:

Signature of the Tenderer

Name:

Address:



Tender No: EE/MOUDA/TECH/E-TENDER/2018-19/T-55

TERMS & CONDITIONS

- 1) Rate should be quoted in terms of percentage of S.E., NRC existing schedule of rates 2014-15. **Copy of schedule rates is enclosed here with.**
- 2) **The contract will be valid for 1 (one) year from the date of issue of LOA/Order subject to financial limitation of Rs.7.00 Lakhs (Rs. Seven lakhs) whichever occur earlier.**
- 3) Line Material will be supplied by M.S.E.D.C.L., except cement, metal & sand for concreting.
- 4) The metal, cement & sand required for work will be arranged by contractor. The metal should be from black stone & sand should be white course river. Sample should be got approved from Engineer in charge of work before use.
- 5) The arrangement of water & curing of foundation will be made by contractor at his cost. The curing should be provided for 21 days.
- 6) The period of completion of work should be 30 days from the date of written instruction for commencement of works from the concerned field engineer who so ever would be allotted the work. The time limit is the essence of contract and must be adhered to.
- 7) The support such as RSJ/Rail/PSC and other line materials such as conductor, fittings, insulators and matching material etc. would be supplied by MSEDCL from store and not on work site. Contractor can charge the cost of transportation of materials as per the S.E. NRC schedule rate.
- 8) Any damage to the standing crops / private property caused during the period of works if claimed by the owner of the field, property or any other person will have to be borne by the contractor.
- 9) Balance material left on the work site will have to be returned to the Engineer in charge with the list of materials issued to the contractor and material utilized by him during the work for a particular work. Certificate to this effect from S.D.O. should be attached along with your bill.
- 10) Any loss or damage to the Company's property during transportation, handling, storing, erection etc.or on any other account will have to be borne by the contractor.
- 11) The contractor should arrange all the tools and plants required for the erection and stringing work at his own cost.
- 12) The excavated soil should be stocked near the pits to facilitated the back filling after erection of SP/DP/Stays. In case of water lugged pit the dewatering/pumping out of water will be arranged by the contractor.
- 13) While back filling such layer of 2 ft. earth should be covered & water poured for proper consolidatation.
- 14) The M.S.E.D.C.L. will not be responsible for the accident to the contractor's workman while executing the works. Compensation, legal charges payable in this regard will be on your account.

- 15) The work should be of the best workmanship to the required standard and specifications, as per Indian Electricity Rule 1956 and will have to be carried out as per instructions of Engineer in charge using standard method of construction of M.S.E.D.C.L.
- 16) The work will have to be carried out under the supervision of concerned field officer, who so ever would be allotted the work and in case any technical difficulty, his decision will be final and binding.
- 17) The work of preliminary survey for fixing of line route will be carried out by M.S.E.D.C.L. and suitable changes for important locations telephone and telegraph lines crossings, M.S.E.D.C.L. line crossing and angle D.P. locations will be fixed. The balance survey should be completed by the contractor and submitted to the Field In charge of the works for approval before starting the actual construction/erection.
- 18) The payment would be made to the contractor once in a month by running account bill (depending on availability of funds) for portion of completed work. The first bill shall be prepared on the completion of 25% of total work. Decision of Engineer in charge in this regard will be final and binding.
- 19) 100% payment on account of one running bill will be made on the basis of required certificate & measurement recorded by Engineer in charge and submitted through the concern SDO.
- 20) While calculating the period of completion of works the non working period on account of reasons beyond the control of contractor would be excluded. This would be decided by concerned field officer in charge and his decision in this regard would be final and binding. In case the work is not completed in stipulated time, penalty @ 1/2% per week on the value of unexecuted work will be levied on contractor.
- 21) The contractor should maintain the account of material and this account would be checked by Engineer in charge at any time & should be submitted with the bill.
- 22) Stamped agreement for the work contract will have to be executed by you at your own cost within seven days if order is placed with you.
- 23) You will have to pay security deposit @ 10 % of amount of order before commencement of work if order is placed with you.
- 24) Guarantee Clause: - The period of guarantee of your work shall be 12 (twelve) months from the date of completion of the works in all respect. Any default in construction during guarantee period shall have to be rectified at your cost.
- 25) The matter regarding decision, for clearance, Electrical Shut down etc. will have to be referred to Engineer in charge minimum 15 (fifteen) days in advance.
- 26) The company reserves the right to add/delete any terms found necessary for the works against this tender.
- 27) All the disputes and difference arising out of or in the connection with the contract shall be subject exclusively to the jurisdiction of Nagpur Court.
- 28) The contractor shall not start work without written permission of Engineer in charge.
- 29) In addition to condition mentioned here in the Terms & Conditions mentioned in the booklet of 'Tender and Contract' for work shall apply.
- 30) Income Tax at source would be deducted from bills as per rules.

- 31) If the work is leftover, incomplete by the contractor balance work would be got done at the cost of the contractor and additional financial implications will be met from security deposit, balance bills etc. of the contractor.
- 32) Only licensed Electrical contractor will be eligible to apply for tender and they should enclosed xerox copies (Photocopy) of their license, experience certificate of work and income tax clearance certificate.

- 33) The contractor will be responsible for compliance of the statutory obligation under the factory act, contract labour act, minimum wages act, contract CPF act & insurance etc. in r/o his employee & workers.
- 34) **The contractor shall obtained the Insurance Policy as per Circular No.IR/Insurance/9623 Dt.13/04/2012 from the National Insurance Co. Ltd., Govt. of Maharashtra, otherwise penalty @ 1% amount of contract value will be imposed.**
- 35) It will be the responsibility of contractor to maintain register required under labour act and shall be produced on demand to this office or Govt. authorities for verification.
- 36) The licensed Electrical Contractor who has minimum experience of 2 years in the similar type of work and satisfactory completed the work of at least 50 % of bid value i.e Rs. 3,50,000/- during one year are only eligible to apply for the tender.
- 37) The company reserves the right to deduct any amount due from contractor against this or any other order from the bills tendered under this or any other order, of any office of M.S.E.D.C.L.
- 38) The Employer reserves the right to cancel this contract in part or full without assigning any reason or defining any clause of this contract, the decision of the Employer will be final.

I have read the above conditions and the same are agreeable to me.

Date :

Place :

Signature of the Tenderer

Name:

Address:



Tender No: EE/MOUDA/TECH/E-TENDER/2018-19/T-55

PARTICULARS OF CONTRACTOR

- 1) Name and Address of the Contractor/Agency
And personal Contact No.:-

- 2) Particulars of Registration:-

- 3) Valid Electrical contractor's License No. :-
(Copy of License must accompany with tender documents)

- 4) Supervisor License No.:-
(Copy of License must accompany with tender documents)

- 5) Reference may be made to:-
 - i) Name and Address
 - ii) Name and Address:-

- 6)
 - i) GST Registration Certificate :-
 - ii) EPF Registration certificate/ No:-
 - iii) Professional Tax registration Certificate with challan:-
 - iv) MVAT & CTIN / Sales Tax registration certificate:

7) Details of previous experience of similar work:-

| Sr.No. | Name of Work | Order No. and Date | Name of Division/ Sub Division/ Circle | Value of work in Rs. |
|--------|--------------|-----------------------|-------------------------------------------|-------------------------|
| | | | | |

Note : True Copies of testimonials should be attached but same will not be returned.

Place :

Date :

Signature of Tenderer

Name:

1. Address:

2. Permanent Address: