



TENDER NO. EE/GBDN/Tech/Sweeping Cleaning/22-23/T-03

TENDER FOR

***Work Contract for Sweeping and cleaning at various 33 kV
Sub-Station and 11 KV Switching Stations, Subdivisions
Offices, Division office and Section offices under
Gandhibag Division, Nagpur.***

Executing Agency

**Executive Engineer (Gandhibag Division)
Near Chappru Nagar Square, CA Road,
Nagpur-440008(Maharashtra)**

Ph No: 9607926436

E-mail: eegandhibag@gmail.com

TENDER NO. EE/GBDN/Tech/Sweeping Cleaning/22-23/T-03

- 1) Tender No. : **EE/GBDN/Tech/Sweeping Cleaning/22-23/T-03**
- 2) Subject : **Work Contract for Sweeping and Cleaning at various 33 KV Sub- Station & 11KV Switching Stations, Sub-division Offices, Division office and Section Offices under Gandhibag Division, Nagpur.**
- 3) Estimated cost of Labour Work : Rs.6,00,000/- (Rs. Six Lakh only)
- 4) Earnest Money Deposit : Rs.6,000/- (Rs. Six Thousand only)
- 5) Date of Issue of Tender : 30.12.2022
- 6) Last date of Sale of Tender : **09.01.2023 up to 11:00 Hrs.**
- 7) Last date of submission Of Tender : **09.01.2023 up to 11:05 Hrs.**
- 8) Probable date of Opening of Technical Bid : **09.01.2023 at 12:00 Hrs. (If possible)**
- 9) Probable date of Opening of Price Bid : Will be informed later
- 10) Cost of Tender : Rs.1000/- + 18 % GST
- 11) Tender Purchased vide Money Receipt No. & Dt :
- 12) E.M.D. paid vide Money Receipt No. & Dt. :
- 13) Validity Of the Offer : 180 Days from the date of opening of the Tender.

**Executive Engineer
Gandhibag Division,
MSEDCL, Nagpur**

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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

- | | |
|-----------------------------------|---|
| 1) a. General Description of work | Work Contract for Sweeping and Cleaning at various 33 KV Sub- Station & 11KV Switching Stations, Sub-division Offices, Division office and Section Offices under Gandhibag Division, Nagpur. |
| b. Estimated Cost of Labour Work | : Rs.6, 00, 000/- (Rs. Six Lakh only). |
| c. Earnest Money Deposit | : Rs.6, 000/- (Rs. Six Thousands only). |
| d. Security Deposit | : 05 % 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.

SEAL AND SIGNATURE OF TENDERER

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INSTRUCTIONS TO THE TENDERER

- 1) **Name of Work:** Work Contract for Sweeping and cleaning at various 33 KV Sub-Stations & 11KV Switching Stations, Sub-division Offices, Division Office and Section Offices under Gandhibag Division, Nagpur.
- 1) The tender documents are available on <https://etender.mahadiscom.in/eatApp/> site & can be downloaded from the site & no hard copy will be issued by this office.
- 2) **Earnest Money Deposit (EMD):**
The tenderer should pay **Rs.6, 000/- (Rs Six Thousand only)** towards Earnest Money Deposit (EMD). EMD shall be paid by Banker's Demand Draft drawn from any scheduled Bank or an unconditional bank guarantee from any Nationalized / Commercial / Scheduled bank issued in favor of "**Executive Engineer, MSEDCL**". EMD can be paid in the office of the Executive Engineer, Maharashtra State Electricity Distribution Company Limited, Near Chappru Nagar Square, CA Road, Nagpur- 440008. EMD can be paid online in A/c No. 39003329591, IFSC Code: SBIN0000432, Branch: Main Branch, Kingsway road, Bank: State Bank of India. 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.
- In case the tenderer withdraws tender/offer during the validity period.
 - In case the tenderer fails to pay the Security Deposit if the contract is awarded.

3) Qualifying Requirement of the bidder :

The bidder shall fulfill following requirements:

In order to be qualified for award of Contract, the bidder will be required to satisfy the following minimum qualifying criteria, which take precedence over any qualification requirements that may be stated in the Specifications or elsewhere in the Bidding Document:

- General Experience:** The Bidder should have executed 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 at least 30% of the Tender Estimated Cost;
- Specific Experience:** The Bidder should have prior experience in executing one work order/contract (denotes executed only) of similar nature of work in Electricity distribution Company of a value equivalent to the Tender Estimated Cost, during the last three consecutive financial years.
- Average Annual Turnover:** The bidder should have an average annual financial turnover during the last 3 consecutive years of at least 30% of the estimated cost of the tender.
- The Bidder should have a positive Net Worth during FY 2021-2022 (which is defined as "Net value of assets – net value of liabilities")

For the purpose of evaluation of the Bidder's compliance with the provisions of sub-paras (c) and (d) 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.

- a) **Registration certificate for GST, Professional tax & PAN No.**
- b) Registration under PF & ESIC.
- c) Money Receipt/DD/BG of EMD and Tender fee.
- d) **ITR of last three consecutive years.**
- e) The Bidder should have a positive Net Worth during FY 2021-2022 (which is defined as “Net value of assets – net value of liabilities”).
- f) Company Registration under Bombay Shop & establishment Act & Maharashtra Labour Welfare Fund (MLWF).
- g) Electrical Contractor License registration**

4) 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 is not payable, bidder shall indicate the reason thereof duly supported by documentary evidence.

5) Quotation :

- a) Each bidder shall submit only one offer.
- b) Bidder shall quote his rate as per schedule enclosed 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.

6) Bid Validity:

1. Bids shall remain valid for a period of 180 **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.

7) 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/BG.
- 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.

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- 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

8) 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.

9) 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 complaint 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.

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.

Before submitting the bid, agency may choose to visit the sites.

10) Deadline for Submission Bids:

- a) Bid must be submitted not later than **11:05 hours on date: 09.01.2023.**
- 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.

11) Late Bids:

Uploading facility will not be available after the deadline.

12) Opening of Tenders:

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

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- 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 if possible 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.

13) 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 tenderers' 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.

14) 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 **12:00 hours on date: 09.01.2023 (if possible).**
- 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 be opened on the date and time specified.

15) 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.

16) 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.

17) Correction of Errors:

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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.**

18) 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.

19) 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.

20) 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.

21) AGREEMENT:

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

22) 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. concerned SDO time to time. Work-Order will be issued after signing of agreement and submission of security deposit.

23) 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 different 33 KV Substations, 11 KV Sub-Stations, Section Offices and Sub-Division Offices coming under Gandhibag Division, Nagpur 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.

24) GUARANTEE:

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

25) 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.

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26) 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, Gandhibag Division 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:

Signature of the Tenderer

Place:

Name:

Address:

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TERMS & CONDITIONS

- 1) Rate should be quoted in the schedule. **Copy of schedules is enclosed here with.**
- 2) **The contract will be valid upto 31.03.2025 from the date of issue of LOA/Order subject to financial limitation of Rs.6.00 Lakh (Rs. Six lakh only) whichever occur earlier.**
- 3) The working hours shall be during day time only for carrying out the work of cleaning of urinals, latrine, grass uprooting & cannels sweeping etc & the work of urgent nature.
- 4) Sweeping & cleaning of latrines, urinals should be done daily in the early morning hours. The contractor or authorized representative should be present during sweeping time except on Sunday, to register the complaint by the authorized and should attend the same on urgent basis.
- 5) The quantities/particulars in **Schedule A, B & C are likely to vary.** The contractor has to submit the List of authorized workers to the Company. The labour shall not be in -toxicated condition while on duty.
- 6) You will have to intimate changes if any to the concerned.
- 7) It will be responsibility of contractor to submit his returns in respect of PF/PPF returns under the PPF act & ESI to appropriate authority within time limit. The Xerox copy of return be submitted to Account section from time to time.
- 8) This office will not be responsible for any accident arising out of or in the course of employment in respect of the labour. The contractor will be responsible for claims.
- 9) If any type of misconduct for adverse report against the performance of your employed person is reported to this office, the undersigned reserves the right for the termination of the contract at any stage by giving 24 hrs notice. Decision taken by the undersigned shall be final and binding on the contractor.
- 10) All activity including grass cutting to be carried out in supervision of operator Incharge.
- 11) The contractor shall obtain the insurance policy as per circular No.IR\Insurance\9623\ Dt.13.4.2012 from the insurance company, Govt. of Maharashtra. Otherwise penalty at the rate of 1% amount of contract value will be imposed.
- 12) Any loss or damage to the Company's property during **transportation, handling, storing, and erection etc .or** on any other account will have to be borne by the contractor.
- 13) The contractor should arrange all the tools and plants required during work at his own cost.
- 14) 100% payment would be made to the contractor once in a month after submitting running account bill in triplicate (depending on availability of funds & maintained chronology) for portion of completed work. The monthly bill along with the certificate from Concern S/stn Engg. in charge is to be submitted to Add.EE, Sub-Dn. for MB recording/through ERP process and then to be submitted to Division.
- 15) Stamped agreement for the work contract will have to be executed by you at your own cost if order is placed with you.
- 16) You will have to pay **security deposit @05 % of amount of order** before commencement of work if order is placed with you.
- 17) 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.
- 18) The company reserves the right to add/delete any terms found necessary for the works against this tender.
- 19) 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.

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- 20) In addition to condition mentioned here in the Terms & Conditions mentioned in the booklet of "Tender and Contract" for work shall apply.
- 21) Income Tax at source would be deducted from bills as per rules.
- 22) If the work is left over 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.
- 23) Only licensed/registered 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.
- 24) The labours employed should not touch any live parts of system as it may result in fatal / non fatal accident.
- 25) The labour should be informed regarding safety measures by concerned contractor.
- 26) 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.
- 27) It will be the responsibility of contractor to maintain register required under relevant act and shall be produced on demand to this office or Govt. authorities for verification.
- 28) The licensed/registered Contractor who has minimum experience of 2 years in the similar type of work and satisfactory completed the work of at least 20 % of bid value during one year are only eligible to apply for the tender.
- 29) 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.
- 30) 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:

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PARTICULARS OF CONTRACTOR

- 1) Name and Address of the Contractor/Agency
And personal Contact No.:-
- 2) Particulars of Registration:-
- 3) Reference may be made to:-
 - i) Name and Address
 - ii) Name and Address:-
- 4)
 - i) GST Registration Certificate :-
 - ii) EPF & ESIC Registration certificate/ No:-
 - iii) Professional Tax registration Certificate with Challan:-
- 5) 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:

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