

**MAHARASHTRA STATE ELECTRICITY DISTRI. CO. LTD.**



Office of the :  
**Executive Engineer,**  
O&M.Dn, M.S.E.D.Co.Ltd.,  
Babupeth, Chandrapur.  
Ph. No. 225254 / 225138  
Fax No. 07172 - 225279

**Annual Work contract for clearance, handling and stacking (loading and unloading ) of material at Major Store Center, Chandrapur under Chandrapur Zone.**

**Tender No. EE/CH/2023-24/T-06**

**Area of operation : MAJOR STORE CENTER, CHANDRAPUR.**

Tender Sale from :- Dt. 02.09.2023.

Tender sale closing date :- Dt. 10.09.2023.

Submission closing Date :-18.00 Hrs. on Dt. 11.09.2023.

e-Tender will be opened at :-11.00 Hrs. on Dt. 12.09.2023 if possible or next working day

Estimated cost Rs. **5.00 Lakhs**

E-Tender purchase cost : Rs. 1180/-

E.M.D : Rs.5000/-

Office of the Executive Engineer (O&M Division Chandrapur)  
**M.S.E.D.C.L, 1 st. Floor VidhyutBhavan, Babupeth,**  
**Chandrapur-442403.**  
**Tel No 07172 -225254**  
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**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CHANDRAPUR Division**

**Tender No. EE/CH/23-24/T-06**

**I N D E X**

<b>Sr. No.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.	TENDER DETAIL	3
2.	IMPORTANT NOTES	4
3.	INVITATION FOR BID	5
4.	PROCEDURE TO SUBMIT THE TENDER ONLINE	6
5.	E-TENDER NOTICE	8
6.	INSTRUCTION TO E-TENDERER	10
7.	TERMS AND CONDITIONS OF CONTRACT	12
8.	LETTER TO THE TENDERER	18
9.	SAMPLE FORM-A	19
10.	SAMPLE FORM-B	20
11.	ANNEXURE 'C'	22
12.	SAMPLE FORM-C	23
13.	SAMPLE FORM-D	24
14.	SAMPLE FORM-E	25
15.	SAMPLE FORM-F	26
16.	ANNEXURE 'H'	27
17.	DOCUMENT REQUIRED	28

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CHANDRAPUR Division**

**Tender No. EE/CH/23-24/T-06**

**Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major Store Center, Chandrapur, under Chandrapur Zone.**

**E -Tender purchase cost :Rs.1180/-**  
**E.M.D : Rs.5000/-**  
**Estimated Cost : Rs. 5.00 Lakhs;**

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TO BE FILLED IN BY THE TENDERER:

Name & Address of the Tenderer

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Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ E-mail \_\_\_\_\_

Address of the Factory Unit: \_\_\_\_\_

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Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E.M.D. Paid Rs.

Vide BG / DD No. \_\_\_\_\_

Date:- \_\_\_\_\_

**IMPORTANT NOTES:**

- 1) Only registered contractors/ Tenderer must submit with all the tender documents through online system of MSEDCL. (<http://works.mahadiscom.in/eTender/etender>)website
  - 2) Rates should be filled in the prescribed schedule, in both i .e. in figures and in words, attached with this tender and through online.
  - 3) This tender document contains 30 pages duly numbered (including cover pages).Tenderers are requested to check the complete tender document available online
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## Invitation for Bids on e-Tendering Basis

The Executive Engineer (O&M Division, CHANDRAPUR), on behalf of MSEDCL (the Employer), invites sealed tender **EE/CH/23-24/T-06** from eligible tenderer for **Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major Store Center, Chandrapur, under Chandrapur Zone.**

. The Tender will be processed only in Electronic Tendering mode and open for registered contractors on e-Tendering system for work contracts of MSEDCL. The bid documents will be available on website from **02.09.2023**. The last date for submission of tenders is **11.09.2023 up to 18.00 Hrs.** Tenders will be opened on Dt. **12.09.2023** at **11.00 Hrs.** if possible.

For more details regarding registration process and tender, visit our e-Tendering website on <http://works.mahadiscom.in/eTender/etender>.

The undersigned reserves all the rights to accept or reject any or all tenders without assigning any reasons thereof.

**Executive Engineer  
(Chandrapur Division)**

**PROCEDURE TO SUBMIT THE TENDER ONLINE:**

The following procedure takes precedence over any other procedure that may be stated in the elsewhere in the Bidding Document for submission of bids.

The tender is to be submitted online on or before due date and time of submission on the website. It is advisable to submit the digitally signed offer sufficiently in advance of due date and time so as to avoid last minute trafficking at server. The entire tender shall be submitted **online only**. No physical submission of tender is permitted (Except DD/BG) and such tender shall not be considered for opening. Only the Price schedule (Rate of schedule), duly scanned, and shall be submitted as part of **COMMERCIAL BID**. All other documents shall be submitted as part of **TECHNICAL BID**. Wrong submission of bids may result in rejection of the bid.

**[a] Physical submission of documents:**

**Envelope for this part shall contain original DD/ BG/Receipt towards Tender EMD (in addition to online submission)** and shall be submitted to the above address before due date and time for submission. No price bid shall be submitted in this envelope. The envelope shall be duly sealed and super scribed indicating the name, address, tender No., due date of submission and details as follows before delivering the same.

- i) Tender No. and Envelop No.
- ii) Due date & time of submission.
- iii) Due date & time of opening

**OPENING OF TENDER:**

- i) In case the date of submission of tender happens to be holiday the date of submission will be next working day at the same time.
- ii) The Employer will open the Technical Proposals online in the presence of bidder's representatives who choose to attend online, at the date and time designated in the tender notice.
- iii) The Price Proposals will remain unopened. The time and date of the opening of the Price Proposals will be advised on the website by the Employer following approval of the evaluation of the Technical Proposals.

**EVALUATION OF TENDER:**

It should be noted that, technical bids will be opened online first. MSEDCL will examine the documents in accordance with the requirements of the bid document. If any of the documents is found to be not complying with tender conditions, corresponding bid will not be opened for further evaluation. The responsive tenderers of the technical bids shall be notified by the Employer to attend the opening of the price bids online.

**Note:**

The Tenders will be processed only in Electronic Tendering mode and open for registered contractors on e-Tendering system for work contracts of MSEDCL. The bid documents will be available on website <https://etender.mahadiscom.in/eatApp> from Hrs 02.09.2023 The last date for submission of tenders is 11.09.2023 up to 18.00 Hrs. Tenders will be opened on 12.09.2023 at 11.00 Hrs. if possible.

***SEAL & SIGNATURE OF THE TENDERER***



## E-TENDER NOTICE

### Tender No. EE/CH/23-24/T-06

E-Tenders are invited from registered experienced Transport contractors for the work as below.

Tender No	Nature of Work	Estimated Amount in Lakhs	Amount of EMD In Rs.
E-Tender No. EE/CH/23-24/T-06	<b>Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major Store Center Chandrapur, under Chandrapur Zone.</b>	5.00	5000/-

### **TERMS & CONDITIONS:**

- 1) E-Tender documents will be available on Company's website <https://etender.mahadiscom.in/eatApp> from **02.09.2023 to 10.09.2023**. Tenderers are requested to download the same from website. They will have to pay the E-Tender purchase fee Rs. 1180/- through online only. The amount of EMD Rs.5000/- should be submitted in the form of B.G. / D.D/receipt of any nationalized bank, drawn on or before the date of submission, i.e **11.09.2023** before **18.00** hrs payable at CHANDRAPUR, in the name of the **Executive Engineer**, O&M. Division, MSEDCL, VIDHYUT BHAWAN, BABUPETHCHANDRAPUR 442403. No interest will be paid on EMD. Tender offer without Demand Draft / BG for Earnest Money Deposit will not be considered. Parties claiming exemption from payment of E.M.D. shall give sufficient proof in support of their claim. The envelope containing original DD/ BG/receipt towards EMD (in addition to online submission), shall be submitted to the office of the Executive Engineer, MSEDCL, O&M Division, CHANDRAPUR before due date i.e **11.09.2023** up to **1800 Hrs.** physically.  
Tender/Offer shall be valid for acceptance up to and including last date of calendar month covering the date of completion of 180 days (one eighty days) from the date of opening of the tender.  
EMD IS VALID FOR 180 DAYS
- 2) E.M.D. will be forfeited in following cases :-
  - a. If the Tenderer fails to pay security deposit, if the contract is placed with him.
  - b. If the Tender offer is withdrawn before taking decision regarding his tender by this office.
  - c. If the successful Tenderer refuses to sign and complete the contract documents/agreement.
- 3) Last date to bid the E-Tender is **11.09.2023** up to **18.00 Hrs.** (online only).
- 4) Date of opening of Technical Bid: **12.09.2023** at 11.00 Hrs. (online only) if possible or next working day.



- 5) Tender forms will not be sent or accepted by post/courier/fax.
- 6) The bidder will have to submit financial resources certificate from of independent auditor to the extent of 25% of the Tender amount for current year format enclosed.
- 7) The successful tenderer will have to give acceptance of the order within 7 (seven) days from the date of receipt of LOA. Agency have to execute the agreement as per tender LOA condition.
- 8) The successful tenderer will have to deposit an amount of the tune of 10 % of the order value towards Security Deposit. The SD is to be deposited in the form of Demand Draft / BG of any Nationalized Bank payable to the Executive Engineer, MSEDCL, O&M Division, Chandrapur. Also undersigned has all rights regarding the acceptance of form of SD amount.
- 9) The offer must be valid up to 180 from the date of opening of the tender.
- 10) The terms and conditions mentioned in the tender.
- 11) The contractor will have to start the work as per instruction of Add EE Zone.  
Or his authorized representative after getting the order from this office and completion of formalities.
- 12) All entries in the Tender should be in ink. Erasing & over writings are not permissible.  
All corrections & insertions should be initiated by the Tenderer's.
- 13) EMD will be refunded as soon as possible after tenders are finalized. The tenderer should apply for refund of EMD after expiry of 180 days from the receipt & advance stamped receipt. No interest will be paid on EMD.
- 14) Tender which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be summarily rejected.
- 15) MSEDCL will not be bound to accept the lowest bid. Further the undersigned reserves the right to bifurcate the Tender order to more than one agency.
- 16) Other than above, the contract will be governed as per General Terms and Conditions of Maharashtra State Electricity Distribution Company Ltd. The terms and conditions as per G.O. (II) are applicable to this tender.
- 17) List of orders executed shall be submitted along with detailed work Order copies with their completion certificates issued not below the rank of Executive Engineer, failing which their experience claims will not be considered for evaluation.
- 18) The tenders, which are not quoted as per our specifications, will be rejected.  
MSEDCL reserves the right to accept any E-tender or to reject any or all E-Tenders without assigning any reason thereof.

Executive Engineer  
CHANDRAPUR  
Division

## INSTRUCTIONS TO THE E-TENDERER

### 1. SCOPE OF BID

The Maharashtra State Electricity Distribution Company Ltd. (M.S.E.D.C.L.), represented by the Executive Engineer CHANDRAPUR division (hereinafter referred to as "the Employer"), wishes to receive bids for the **Annual Work contract for clearance, handling and stacking/loading and unloading) of material at Major Store Center, Chandrapur, under Chandrapur Zone.**

Successful bidders are required to **work annual work contract for clearance, handling and stacking/loading and unloading) of material at Major Store Center, Chandrapur Zone.** Bids shall be complete and cover all works described in the Price Bid. Partial bids, or bids Which do not cover the entire scope of the project will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be rejected.

### 2. ELIGIBLE BIDDERS

**The bidder has to submit following documents On-Line, failing which their bid will not be considered for evaluation.**

- 2.1 Copy of Registration of firm.
- 2.2 Copy of registration of GST tax.
- 2.3 Copy of registration of PF.
- 2.4 Copy of submission of EMD.

#### 2.5 Experience

##### 2.5.1 Specific Experience

The bidder should have experience in the similar works executed for equivalent to 15 % of bid amount during last three financial years together. Attested copies of work orders with completion certificate should be submitted, failing which, their experience claims will not be considered for evaluation.(On-Line Only).

##### 2.5.2 General Experience The bidder should have executed either(related by work contract)

- (i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
- (ii) two work orders/ contract (denotes executed only) equivalent to at least 25% of the estimated cost of the tender or
- (iii) three work orders/ contract(denotes executed only) equivalent to at least 30% of the estimated cost of the tender in any sector, during the last preceding five financial years(Bidder should note that the actual value of works executed during preceding five financial years mentioned herein shall only be considered)

2.6 E-Tender Purchase. Fee of Rs. 1180/- through online only

2.7 BG / DD/Receipt/ drawn towards EMD. (On-Line + Physical)If tenderer paid EMD through online the receipt should be submitted to this office on or before due date.

2.8 IT return submitted for Assessment Year Last three years, with Copy of PAN Card. (On-Line Only)

2.9 Copies of Registration certificates for, GST and Provident Fund etc as may be applicable as per the relevant acts.(On Line Only)

3. The bidder will have to submit financial resources certificate from of independent auditor to the extent of 25% of the Tender amount for current year format enclosed.

- 3.1 Duly filled & signed **Sample Forms & Annexure** (On Line Only).
- 3.2 A written power of attorney authorizing the signatory of the bid to commit the bid.  
(On-Line Only)
- 3.3 Aadhar No. contact No. Address and email of the proprietor
- 3.4 Note that the letter head submitted by u must contain Contact No. and email ID.

**Tenderers are requested to submit relevant original documents as above only**

## **TERMS AND CONDITIONS OF CONTRACT**

### **A VALIDITY OF RATES:**

Accepted Rate will be valid for contract period, from the date of issue of the order / commencement to execute the work, under the order or exhausting of the order amount, whichever is later.

The order is to be placed to the Contractor, for fixed amount and therefore, the work shall be limited to ordered value up to exhausting of order amount or 12 months period which is earlier. The guarantee of work executed is one Year from date of work completion.

### **B SECURITY DEPOSIT**

i) The Contractor has to pay 10% of the contract value as Security Deposit to MSEDCL before commencement of the work, within 7 days as per terms and conditions of LOA, in Demand Draft /Bank Guarantee. The same shall be refundable after successful completion of work and guarantee period of work.

ii) The Bank Guarantee in prescribed form, from any Nationalized Bank or Scheduled Bank valid for 12 months will be acceptable against Security Deposit. However, such Bank Guarantee shall be submitted to the Executive Engineer of concerned Division and got approved before commencement of the work. In case of Bank Guarantee against the Security Deposit, if the Bank Guarantee proceeding follows in risk less condition, it will be returned to contractor, after expiry of the schedule period of the order, as per condition of the order.

lii) If any risk against recovery will have to be claimed against the Bank Guarantee under the contract, the same shall be claimed by MSEDCL to the concerned Bank. Failure to recovery of risk through Bank, the provision as per the rules and laws will be enforced by MSEDCL at the cost and Risk of the Contractor.

### **C. EFFECT OF CONTRACT**

The contract shall be considered as having come in to force from the date of Notification of Award.

### **D. COMMENCEMENT OF WORK**

The Contractor shall commence the works as soon as reasonably possible after the receipt of a letter of award and in consultation with Executive Engineer, CHANDRAPUR Division. The works shall be carried out under the supervision and entire satisfaction of concerned Add.E.E Zone Office, Chandrapur.

### **E. SCOPE OF CONTRACT**

The scope (herein referred to as "The Works") of contract shall include for clearance , handling, stacking of (loading/unloading) of material (Annual contract) at Major store center Chandrapur under CHANDRAPUR Zone area as directed by concern Engineer.

**F. LIQUIDATED DAMAGES FOR LATE DELIVERY**

In case the work is not completed within the period stipulated in the order, contractor will be liable to pay, at the discretion of the competent authority of the Company, the liquidated damages @ 1/2% per week or part thereof subject to a maximum of cumulative ceiling of 10% (Ten Percent) on the delayed portion on contract value.

Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the contractor for which documentary evidence shall be produced to the satisfaction of the Competent Authority of the Company.

The Company shall be entitled to deduct/recover the amount of liquidated damages from the current bills payable to the contractor or any other amount due or payable to him against this or any other contract.

**G. ASSIGNMENT AND SUBLETTING OF CONTRACT**

The contractor cannot assign or sublet the contract or any part thereof.

**H. WORK DETAILS**

The agency should carry out the following activities

1. Clearance, Handling, Stacking( loading /unloading) of material by manually and by Crane at Major store center Chandrapur under CHANDRAPUR Zone area.
2. All T & P's, Labours, Vehicles, Fuel, RTO Formalities etc. are to be arranged by the tenderer
3. The estimated cost of this work contract is approximately. The Company shall reserve the right to exceed or less the quantities specified in the tender against each item or increase the period of contract.
4. In case of breakdown of vehicle (crane) alternative arrangement of vehicle will be arranged by you. But it must be for a limited reasonable period only. The vehicle should be in fairly good condition. All the terms will remain the same.
5. The problems of Labour, their lodging, boarding, medical aid, their payment, accidental compensation etc. will be entirely at Contractor's responsibility.
6. Any risk, that will be involved due to non-registration of your firm laborers/ vehicles lives on the part of the contractor.

**7. Guarantee Period**

All the material loaded/unloaded by you shall be in good condition without any damage or breaks. After completion of tender order successfully with satisfaction the security deposit will be refunded.

**K. TERMS OF PAYMENT:**

- i. No advance payment / mobilization advance shall be paid.

- ii. 100% Payment for the Works shall be made on unit rate basis after completion of the works after submission of bill under Division office duly certified and entered in ERP system by Add(M) store center Chandrapur.
- iii. The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract.

**L PENALTIES:**

In addition to the liquidated damages as per clause H above, in case the Hon. Regulatory Commission penalizes MSEDCL, levies penalty / fine on account of non-compliance of Standard of Performance with respect to the Works executed under this contract, and where the Contractor is responsible for this, the same penalty / fine shall be to the account of the Contractor and it shall be deducted from the bills of the Contractor.

**M OTHER CONDITIONS**

- i. The Contractor shall pay rates of wages and observe conditions of labor not less than those prescribed in the Minimum Wages Act.
- ii. The Contractor shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970, etc. and any other relevant labor laws and regulations, as the case maybe.
- iii. Contractor shall indemnify Employer against any liability or damages by way of compensation arising from any accident to person or property of persons in the Contractor's employment either directly or indirectly.
- iv. The Contractor shall indemnify Employer against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to the Contractor or Employer.
- v. The Contractor shall require all his employees and direct and indirect labors to obey all applicable laws and regulations concerning safety at work.
- vi Necessary payment and liabilities to the Agency's workmen shall be the responsibility of the Contractor irrespective of payment received from Purchaser or otherwise
- vi. Any loss or damage to MSEDCL's property will be recovered from you.
- viii The supervisor of the contractor shall remain available at site.
- vii. Possibly whole quantity of material will be handed over to you as per the work order. Once the material is handed over to you it is your responsibility to stock stores properly and protected place. If any hazard, theft caused due to your negligence etc., the entire responsibility will be upon you, Company will not share any responsibility
- viii. Damage" in case during the urgency of executing the work order / contract the contractor fail to discharge his responsibility properly, diligently and faithfully, the losses, damage to material etc., the right to cancel the contract in full or in part of the contract at any time.
- ix. Accident Hazards and indiscipline during the course of execution of work entrusted to you if any accident hazard caused to your employees or outsider due to your negligence you will be held responsible for the consequences raised for compensation etc., also if any dispute raised amongst your employee Distribution Co. Ltd shall not look in to and that is your responsibility.
- x. The contractor shall see that in no case he or his employees should climb through any electrical live line, if any accident occurs he will be responsible for same
- xi. MSEDCL, will not be bounded by the condition and terms of your quotation.

## **N Conflict of Interest**

All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in bidding process if they;

- i) Have controlling share holders in common
- ii) Receive or have receive in direct/indirect subsidy from any of them or Have same legal representative for the purpose of Bidor
- iii) Have relationship with each other directly or through common Third Parties, that puts them in a position to have access to information about or influence on Bid of another Bidders or influence the decision of the employer regarding bidding processor.
- iv) submit more than one bid for any particular contract package in the bidding process. This, however does not limit the participation of subcontractors in more than one bid or as bidders in one bid & subcontractors in other bids simultaneously ; or

## **P Joint venture**

The JV agreement is not applicable for this contract.

## **Q SUBMISSION OF BILLS:**

1. The Contractors shall submit the bills on 5<sup>th</sup> of every month to the Major store center office for creation of service entry sheet for payment indicating quantum & value of the work completed.
2. Work is to be measured as per standard procedure.
3. The Contractor shall be directly responsible for payment of wages to his workmen.
4. The bill should indicate PAN no., GST Registration No. of the contractor. The Company shall not be responsible for delay in payment of bills, if the contractor fails to comply with any of the above requirements.
5. MSEDCL will make payment within reasonable time after submission of bill as per MSEDCL rules. No interest or penalty will be payable by MSEDCLTD due to late payment of bills. Duly certified and recorded in ERP Bills by the ADD concerned in triplicate should be submitted to this office on monthly basis.
6. As per Government of Maharashtra Resolution, contractors' all risk(CAR) insurance policy or transit cum erection(TCE) or erection all risk (EAR) insurance in respect of contractor works awarded by MSEDCL as principle to the contractor work and workman's compensation insurance in respect of workmen engaged and deployed by the contractor's to complete contract work is required to be obtained from the Director of Insurance, the GOVT OF MAHARASHTRA as per the letter from H.O vide No IR/Insurance/9623 dtd 13.04.2012.It is Mandatory to enclose the above policy along with bill otherwise bill will not be passed.

## **R PAYMENT OF BILLS:**

- i) MSEDCL LTD will make payment within reasonable time (Depending on availability of fund)after submission of correct bill as per MSEDCL rules No interest or penalty will be payable by MSEDCL on account of non-payment of bills or delay in releasing the payment. All applicable taxes will be deducted from the bills as per the prevailing

rules.

**S TERMINATION OF CONTRACT:**

In case the contractor fails to complete the work within the contracted period or in case the work is found not in accordance to order condition, the Company shall exercise its discretionary powers either

- a) To recover from the contractor the liquidated damages as provided in the condition No. F of the “Conditions of Contract”.
- b) To complete the work from elsewhere, after giving due notice to the contractor on Account of his failure, at the risk and cost of contractor.
- c) To cancel the contract reserving Company’s rights to recover damages.  
Notwithstanding that the powers under (a), (b) and (c) referred above are in addition to the right and remedy available to the Company under the General Law of India relating to the contract.

**NOTE:**

1. In the event of risk purchase of stores of similar description, the option of the company shall be final. In the event of action taken under (a) or (b) above, the contractor shall be liable for any loss which the Company may sustain on that account but the contractor shall not be entitled to any saving on such purchases made against default.
2. The decision of the Company shall be final as regards the acceptability of the work /materials supplied by the contractor and the Company shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

**T JURISDICTION:**

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

**U AGREEMENT:**

Stamped agreement for the work contract including general terms and conditions will have to be executed by the tenderer on the stamp paper of Rs. 200/- at his own cost within seven days after issue of LOA as per conditions of LOA.

**V INCOME TAX:**

Income Tax at source would be deducted from bills as per rules.  
GST will be applicable as per prevailing rules.

**W CONTRACT PERIOD:**

- a. The period of this contract will be maximum up to expiry of Tender value and as per instruction of the Executive Engineer, DO, Chandrapur.
- b. The decision of the Executive Engineer in connection with operating schedule and instruction will be final and binding to the Agency.

**X SPECIAL CONDITIONS:**

- a. In addition to above terms and conditions, the CHANDRAPUR Division office may



include special conditions for workability of this contract and it will be binding on agency to meet MSEDCL requirements during the total contractual period. The changes required by MSEDCL during contractual period will have to be implemented by agency free of cost.

- b. The Bidder has himself to acquire the full knowledge about system/field conditions before quoting the offer.
- c. It will be presumed that the bidder has himself made aware of the system conditions. No relaxation/ concession for not acquiring/acquired the said details will be entertained.

**Y WORKMEN'S COMPENSATION INSURANCE**

In case of any accident occurred to your person/workmen during the contract period, M.S.E.D.Co.Ltd. will not be responsible for the same. Compensation against such cases will have to be paid by you as per Workmen Compensation Act-1948

- Z** All rights are reserved with this office to accept or reject any or all the offers without assigning any reasons thereof or to terminate the contract at any stage without assigning any reasons.

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

**Date:**

**Place:**

**Signature of the Contractor**

**Name: Address:**

**MAHARASHTRA STATE ELECTRICITY DISTRI. CO. LTD.**



**Executive Engineer,**  
M.Dn, M.S.E.D.Co.Ltd.,  
Babupeth, Chandrapur.  
Ph. No. 225254 / 225138

EE/AMB/TS/

Dt.

**LETTER TO THE TENDERER**

To,  
M/s \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

Dear Sir,

Please quote your lowest rates for work of " Work contract for **Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major store center Chandrapur, under Chandrapur Zone**" as detailed in attached schedule and return the tender documents duly filled in, signed on each page. You are also requested to note conditions of the tender before submitting your offer.

Thanking you.

Yours faithfully,

**Executive Engineer,  
CHANDRAPUR  
Division**

SAMPLE FORM A  
**LETTER TO THE EXECUTIVE ENGINEER**

To,

The Executive Engineer,  
MSEDCL (O & M) Division,  
CHANDRAPUR.

Dear Sir,

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

I/We, hereby submitting undertaking for **Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major store center Chandrapur, under Chandrapur Zone.** The works specified in Tender specifications and conditions of this Tender, are accepted. I/We hereby agree to abide by and fulfill, with all terms and conditions of the tender if default where of I/We forfeit and pay to the MSEDCL the sum of money as mentioned in the said condition

I/We hereby agree to keep this offer open for 180 days after the due date of the tender and shall be bound by the communication of acceptance dispatched within the prescribed time.

Thanking you.

Yours faithfully,

**Seal and Signature of the Tenderer**

Name of the Tenderer

Address of the Tenderer:

Date:

Place:

**SAMPLE FORM-B**

**TENDER NO. EE/CH/23-24/T-06**

Contractor's Personal Information.

S.N.	Particular	To be filled by the tenderer
1	Name of the bidder	
2	Address of the bidder	
3	Telephone- Office	
4	Fax- office	
5	E-mail	
6	Contact person	
7	Constitution of firm	
8	Full name of proprietor who is authorized to sign the tender documents and agreement bonds Full address	
9	EMD paid details B.G. /DD No. & Date	
10	Transport vehicle Registration Name of owner	
11	Copy Of Financial resource certificated duly signed by CA.	
12	Value of Orders executed in past three financial years for specific & general experience.	
13	Performance certificate with order copies	
14	Copy Of PAN Card & IT return, Net worth (Assessment year last three years)	
15	GST Tax Registration Certificate No. and GST registration Certificate No	
16	Copy of the Transport contractors license NA	
17	Power of Attorney	
18	Information regarding Current Litigation	
19	Agreed terms of the tender- Time limit for providing of workers:	

20	Terms of payment (The terms of Payment will be as per tender condition; however the contractor can quote his terms of payment which may or may not be accepted by the co.)Penalty: as per tender condition.	
21	Ready to work on lowest Offered rates (Yes/No):	

NOTE: Please attach certified true copies of all registration/approval.

SEAL AND SIGNATURE OF TENDERER

Instruction: This information is required to be filled by tenderer and submitted along with tender documents. No point should be kept blank. If this information is not given along with the tender documents then it will be presumed that the information submitted by tenderer is incomplete and price bid will not be opened.)

**ANNEXURE C**

QUESTIONNAIRE TO E- TENDER

Sr. No	Particulars	Comments of the Tenderer
1	Transport vehicle registration no	Yes / No
2	Earnest Money Deposit: E.M.D. paid vide BG / DD No. & Date	Yes / No
3	Type of Concern: Whether the unit is Proprietary / Partnership/ Private Ltd. or Limited Company. Please furnish the documentary evidence for the same.	
4	Specific & General experience of past three years.	Yes / No
5	Performance Certificate: Please enclose the performance certificate in respect of above mentioned Specific & General experience from M.S.E.D.Co.Ltd. offices / other power utilities for the similar work executed in past three years, from officer not below the rank of Executive Engineer.	Yes / No
6	Validity of offer: Offer is valid for 180 days from the date of E-tender opening.	Yes / No
7	Income Tax Clearance Certificate: Please enclose past three years I.T. Clearance Certificate / I.T. Returns submitted and attested Copy of PAN Card	Yes / No
8	i) GST Tax Registration Certificate No. ii) P.F. Registration No. (Please furnish the copies of the above certificates)	Yes / No Yes / No Yes / No
9	Financial resources certificate t to 25% of the estimated tender cost from CA	Yes / No
10	Whether agree to pay the required amount of Security Deposit as per Clause B, conditions of contract .on page 11	Yes / No
11	Whether agree to pay liquidated damages for delay as per Clause No.H conditions of contract on page 12	Yes / No
12	Whether registered with M.S.E.D.Co.Ltd	Yes / No
13	Vehicle to be provided Crane will have all necessary documents, registration, tax etc	

**SAMPLE FORM-C**  
**BANK GUARANTEE**

(To be executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank) WHEREAS, (Name of bidder) (herein called "the Bidder") has quoted on line his bid dated \_\_\_\_\_ for the Contract No. -----Dated-----for\_\_\_\_\_. Project.(Hereinafter called "the Bid"). KNOW ALL MEAN by these presents that We (name of Bank) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Maharashtra State Electricity Distribution Company Ltd, Maharashtra State, India (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 2020.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity and
  - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required ; or
  - b. Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

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

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

DATE \_\_\_\_\_ SIGNATURE OF AUTHORISED SIGNATORY \_\_\_\_\_

Name and Designation:

Seal of Bank

Bank Address:

WITNESS:

(Signature)

Name & address:

**SAMPLE FORM -D**  
**LETTER OF ACCEPTANCE**

**By Regd. Post A/D**

Date

**Tender No. EE/CH/23-24/T-06**

To: \_\_\_\_\_(Name and address of the Contractor)

Dear Sir,

This is to notify you that your bid dated \_\_\_ for **Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major store center Chandrapur, under Chandrapur Zone.** defined in the bid document for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 7 days and sign & submit the registered contract agreement (under Mumbai Stamp Duty Act 1958 clause 63 as per the letter of Assistant District Registrar Class-I, Beed.) within 7 days from the date of this letter.

You are hereby instructed to proceed with preparation for the said Works in accordance with the Contract documents as listed in the Contract Data attached hereto.

Yours faithfully,

Signature

Name

Title

Employer

(Signature, name and title of signatory Authorized to sign on behalf of the Employer)

Copy to:

1. The Executive Engineer (O&M), Division MSEDCL, CHANDRAPUR
3. The Dy. Manager (F&A), MSEDCL, CHANDRAPUR Division



**SAMPLE FORM - E**

FORM OF CONTRACT AGREEMENT on the stamp paper of Rs. 200/-

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, Chandrapur Division Pin - 442403 (hereinafter called “the Employer”) of the one part an \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the **Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major store center Chandrapur, under Chandrapur Zone.** should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and constructed as part of this Agreement.

(a) The Letter of Award no. \_\_\_\_\_ dated \_\_\_\_\_

(d) The Bid dated \_\_\_\_\_

(c) The Conditions of Contract (Annexure A, B,C)

(d) The Completed Schedules, and

(e) The Contractor’s Proposal.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned. The Contractor hereby covenants with the Employer to execute and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, the amount of 5.00 **Lakhs** or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this Agreement to be execute the day and year first before written in accordance with their respective laws.

Authority signature of Contractor

Authority signature of Employer

SEAL

SEAL

In the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

In the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**SAMPLE FORM - F**

**PERFORMANCE SECURITY (BANK GUARANTEE)**

(1.To is executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank. 2. This Guarantee shall be valid until the date of issue of the Completion Certificate.)

**To,**  
**The Executive Engineer,**  
**M.S.E.D.C.Ltd. Division Office**  
**CHANDRAPUR**

WHEREAS M/s ----- (hereinafter called "the Contractor") has undertaken, in pursuance of **E-TENDER NO. EE/CH/2023-24/T-06 for Annual Work contract for clearance, handling and stacking (loading and unloading ) of material at Major store center Chandrapur, under Chandrapur Division** 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 here in.  
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid up to & 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.

**ANNEXURE 'H'**  
**SECURITY DEPOSIT (BANK GUARANTEE)**

Bank Guarantee No. \_\_\_\_\_

Date:- \_\_\_\_\_

The [Name of the Bank and address] hereby agree unequivocally and unconditionally to pay, at within 48 hours, on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) or any officer authorized by it in this behalf, of any amount up to and not Exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the said Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) on behalf of M/s.

[name and address of the supplier] who have E-tendered and / or contracted or may tender or contract hereafter for supply of materials, equipments or services to the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) against order No. \_\_\_\_\_ dated \_\_\_\_\_ total value of the order is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) This agreement shall be valid and bidding on this Bank up to and including \_\_\_\_\_ (claim period up to and including \_\_\_\_\_) and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.).

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the Section courts at CHANDRAPUR will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (claim period up to and including \_\_\_\_\_) unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date i.e. \_\_\_\_\_, all rights of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee is restricted to \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This bank guarantee is valid up to \_\_\_\_\_ (claim period up to and including \_\_\_\_\_).
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) serves up on usa written claim or demand on or before \_\_\_\_\_.

(Name of the Bank)

Date:- \_\_\_\_\_

(Rubber Seal and Code No. of the Signatory)

Place:- \_\_\_\_\_

SEAL & SIGNATURE OF THE E-TENDERE

## Financial Resources

Bidders, shall specify proposed sources of financing such as liquid assets, unencumbered real assets, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in Sub-Clause 5.1(i), 5.3 of Section 1, Instructions to Bidders.

Bidder shall provide documentary evidence of the availability of such financing as may be necessary to support its claims.

**Bidder's Legal Name:** \_\_\_\_\_

### Each Bidder must fill in this form

No.	Source of Financing	Approved Line of Credit (Rs.Lakhs)	Amount Utilized and/or Committed (Rs.lakhs)	Balance Available for the Project (Rs.lakhs)
1				
2				
3				
4				
5				
6				
7				
	<b>Total, All Sources</b>			

This Schedule X and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

## Documents Required:

### 2 Experience

#### 2.1 Specific Experience

The bidder should have experience in the similar works executed for equivalent to 15 % of bid amount during last three financial years together. Attested copies of work orders with completion certificate should be submitted, failing which, their experience claims will not be considered for evaluation.(On-Line Only).

#### 2.2 General Experience The bidder should have executed either( WITH RESPECT TO WORK CONTRACT)

(i) One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tenderor

(ii) two work orders/ contract (denotes executed only) equivalent to at least 25% of the estimated cost of the tenderor

(iii) three work orders/ contract(denotes executed only) equivalent to at least 30% of the estimated cost of the tender in any sector, during the last preceding five financial years(Bidder should note that the actual value of works executed during preceding five financial years mentioned herein shall only be considered)

3 E-Tender Purchase. Fee of Rs. 1180/- through online only

4 BG / DD/Receipt/ drawn towards EMD. (On-Line + Physical)If tenderer paid EMD through online the receipt should be submitted to this office on or before due date.

5 IT return submitted for Assessment Year Last three years, with Copy of PAN Card along with P&L statement, Balance sheet and latest Networth and turn over of last three year (On-Line Only)

6 supervisor license, GST and Provident Fund etc as may be applicable as per the relevant acts.(On-Line Only)

7 All details of transport vehicles (Registration no, Permit, Insurance & all other relevant document related to vehicle as Transportation act)(On-Line-only)I.e for crane

8 Duly filled & signed **Sample Forms & Annexure** (On-Line Only).

10.A written power of attorney authorizing the signatory of the bid to commit the bid.  
(On-Line Only)

11. The contractor should submit at least one Crain mounted vehicle documents

12. Adhar No. contact No. Adress and email of the proprietor

13 You must submit recent copy of electricity paid bill receipt.

14 Information regarding Current Litigation

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.O & M DIVISION CHANDRAPUR  
(A Govt. of Maharashtra Undertaking)

Tender No. EE/CH/23-24/T-06

Commercial Bid.

Sub:-**Annual Work contract for clearance, handling and stacking (loading and unloading) of material at Major store center Chandrapur, under Chandrapur Zone.**  
**Schedule A**

Sr No	Particulars	Unit	(Amount) Rates to be quoted by agency
1	Loading/Unloading Material by Labour (Clearance, Handling & Stacking)	Per MT	
2	Loading/Unloading Material by crane (Clearance, Handling & Stacking)	Per Truck	
	<b>Tender Value</b>		<b>5.00 Lakh</b>

**Terms and condition.**

1. The above rates are exclusive of GST,GST will be applicable as per prevailing rules.
2. The agency has to quote the rates in amount column only
- 3.

Date: / /2023

Place-

Signature of the Bidder  
(Firm's Seal)