

Maharashtra State Electricity Distribution Company Limited
Plot No. 9 Prakashgad, First Floor, Station Road, Bandra (East), Mumbai - 400 051
INVITATION TO TENDER AND INSTRUCTION TO TENDERERS (SECTION I)
TENDER FORM (NOT TRANSFERABLE)
(TO BE RETURNED DULY FILLED IN AND DIGITALLY SIGNED)

To be submitted online not later than the date mentioned in the tender details. For participating in tender opening, the tenderer can login at the specified time and date of opening of the tender, if he desires so.

The tenderer is requested to quote his lowest rates **F.O.R. destination** for the supply of materials. The material is required at various places in the State of Maharashtra. The tender documents duly filled-in and digitally signed, are to be submitted online before due time & date of the submission of tender in prescribed form.

FOR EXECUTIVE DIRECTOR (STORES)

1.0 SCOPE OF WORK:

The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before despatch, packing and supply of material / equipments as specified in Annexure-D/Technical Specifications, at various destination sites / stores Centers of the Purchaser in Maharashtra.

2.0 REQUIREMENT FROM TENDERERS:

2.1 The tenderer shall provide satisfactory evidence concerning that:

- (a) The tenderer has proven experience of design, manufacture, testing, supply of similar material / equipment, which are in operation on the date of submission of the tender.
- (b) The tenderer does not anticipate change in the ownership during the proposed period of contract (if such a change is anticipated, the scope and effect thereof shall be defined).
- (c) The tenderer has adequate financial stability and status to meet the financial obligations pursuant to the scope of the contract. The tenderer should submit Solvency Certificate from a nationalized bank to the extent of the value of the contract and
- (d) The tenderer has adequate organization to provide the necessary management services required to successfully design, manufacture, test and supply similar capacity material/equipment as required by the specifications and documents.

2.2 The above stated requirements are a minimum and the Purchaser reserves the right to request for any additional information / data and also reserve the right to reject the proposal of any tender, if in the opinion of the purchaser, the qualification data is incomplete or the tenderer is found not qualified to satisfactory perform the contract.

2.3 Besides the above requirements, the tenderer shall also fulfill the qualifying criteria laid down in the special terms & conditions wherever specified. The tenderers who do not fulfill the above qualifying conditions including the qualifying conditions specified in the tender documents, the tender shall be summarily rejected.

2.4 The tenderer should be the registered vendor of Mahadiscom. The registration process is as indicated at the site <http://cpa.mahadiscom.in>. It is the responsibility of the vendor to periodically update the details submitted by him.

3.0 PRICE:

- (a) The lumpsum price/unit rate prices quoted by the tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. design, engineering, (wherever applicable) manufacturer, packing and supply of the materials/equipment covered under these specifications and documents to the purchaser's stores / works site and commissioning (wherever applicable) shall be treated as the contract price. The tenderer shall quote the price per unit covering entire scope as stated above.
- (b) The tenderer shall quote the price only on F.O.R. destination i.e. site or the store center of the Purchaser as the case may be inclusive of excise duty, sales tax/VAT, risk in transit and freight prepaid along with the break-ups under each column as provided in Annexure-B. In case of any deviation in the manner of quoting prices on F.O.R. destination basis as stated above, the tender shall be rejected even though the offer of the tenderer is found to be lowest. The Purchaser is registered dealer under the Mumbai Sales Tax Act of Maharashtra State and Central Sales Tax Act. Whenever applicable the Purchaser shall issue 'C' form under the Central Sales Tax Act, as the case may be.
In case Excise duty/Sales Tax/VAT is not payable partially / fully, tenderer shall attach the documentary evidence online alongwith the tender.
- (c) Against one tender form purchased by the tenderer, he shall submit only one offer. The tenderer possessing more than one factory at different locations shall not submit offers with different rates for each of his factories against one tender form purchased by him. In such an event, the tender / tenders shall be rejected. In case the tenderer desires to submit offer with different rates for each of his factories separately, he will have to submit separate tenders for each of his factories and independently comply with all the tender conditions including tender fee, E.M.D., S.D., I.S.I. License etc. for each of his offer failing which, all such offers shall be rejected.
Tenderer is requested to quote only single price / rate for the quantity offered by the tenderer. The offers with prices of the materials quoted in slab basis and / or with any conditional discount on any account viz. payment, quantity etc. shall be rejected.
The tenderer shall quote the delivery only in the unit of the item specified in Annexure-'B' i.e. if the quantity is in sets or in tons or in nos. or in Kms or in coils, rate of delivery shall be in the same unit. Similarly, if the tenderer quotes combined delivery in assorted sizes for all the items, he would be required to supply all the items ordered on him in fair proportion or particular item/items as may be required by the purchaser at his option.
- (d) The tenderer shall quote prices in Indian Rupees only, although the material requires some imported components, if any. The tenderer shall arrange to import such material against his import license & Purchaser shall not be responsible for obtaining Import License or furnishing Essentiality certificate for import of such component of the custom duty payable on such material. The purchaser shall not be liable to pay custom duty or variation thereof including the variation on account of foreign exchange rate. The offers requiring the Purchaser to obtain Import License or to make payment of custom duty or any variation referred to above shall be rejected.
- (e) The tenderer should quote his prices in Annexure-B and also give the break-ups under the columns in Annexure-B as provided therein.
- (f) The tenderer shall quote the prices taking into consideration the credit available on

inputs under CENVAT scheme and shall declare to pass on to the Purchaser the amount of set off, he may receive, in respect of duties on inputs as admissible under the law without any reservation. Further as a result of change in the law or rules in CENVAT Scheme, if the tenderer avails any additional set off, the same shall also be passed on to the Purchaser.

- (g) The tenderer shall be entitled to price variation as per the price variation formula as provided in Annexure-E. The offers containing any deviation in the price variation formula shall be summarily rejected.

Prices are acceptable only on **F.O.R. destination** basis inclusive of Excise Duty, Sales Tax/VAT, risk in transit, freight showing the break-up as desired in the **Price Bid / Annexure 'B'**. It shall be noted that quotations not conforming to **FOR destination** basis inclusive of Excise Duty and Sales Tax/VAT etc. and to the unit as specified in **Price Bid / Annexure 'B'**, shall be rejected even though the tenderer's offer may be lowest. Therefore, the prices shall be quoted only in the form of **Price Bid / Annexure 'B'** of the tender documents.

4.0 QUOTATION:

Tenderer shall quote price per unit. Any variation in the rates etc. will not be allowed on any ground such as mistake, misunderstanding etc. after the date and time of submission of tender.

For each of the items quoted, tenderer shall offer minimum 20% (Twenty percent) of the advertised qty. (advertised qty. means the qty. required as indicated in Price Bid / Annexure 'B') and the tenderer shall be able to deliver the said minimum offered qty. within the delivery requirement of the Purchaser as indicated in the tender documents, failing which, the offer shall not be acceptable. Provided that the offered quantity for conductors and distribution transformers shall be minimum 10%.

5.0 CLARIFICATION OF TENDER DOCUMENTS:

The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required under the tender documents or submission of tender not substantially responsive to the tender documents in every respect will be at the risk of the tenderer and may result in rejection of his tender.

The tenderer requiring a clarification of the tender documents may notify to the purchaser in writing or by telex or cable at the Purchaser's mailing address. The Purchaser will respond in writing to any request for clarification of the tender documents, which it receives, not later than 20 days prior to the date of submission of tender. Written copies of the Purchaser's response including an explanation of the enquiry, but without identifying the source of enquiry will be sent to the tenderer who have purchased the tender documents.

6.0 LOCAL CONDITIONS:

It shall be imperative on each tenderer to fully inform himself of all local conditions and all other factors which may have any effect on the execution of the contract covered under these documents and specifications. The tenderer shall also make enquiry and satisfy himself about the contingencies, risk and other circumstances, which may influence or affect the execution of the contract as specified in this tender specification. The Purchaser shall not entertain any request for clarification from the tenders regarding such local conditions.

It shall be presumed by the Purchaser that all such factors, conditions etc. have been properly investigated and considered by the tenderer while submitting his tender. Neither any change in the time schedule of the contract nor any financial adjustments arising

thereof shall be permitted by the Purchaser which are based on the lack of such clear information or its effect on the cost of the contract to the tenderer.

7.0 DISCLOSING THE NAME OF THE MANUFACTURER:

Whenever a material is described by name of the particular brand or being offered after purchasing from other sources, the tenderer shall specifically disclose the name of the original supplier or the manufacturer and the tenderer shall not be allowed to deliver the material offered from any other manufacturer unless the permission in writing is obtained from the Purchaser. The tenderer shall note that simultaneous offers from the manufacturers and their authorized agents / agent are not permissible and if submitted, both the offers shall be rejected.

8.0 CONSTITUTION OF TENDERER:

The tenderer having indicated the nature and constitution of its organization viz. whether proprietary, partnership, Public Ltd. or Private Ltd. Co., NSIC/SSI registration, Permanent Bank Guarantee etc. at the time of vendor registration, renewal / changes therein shall have to be uploaded by editing the vendor registration details with due approval of the purchaser before the due date of submission of the tender.

Signing of the tender with valid digital signature issued to the person authorized during the vendor registration is mandatory.

9.0 EARNEST MONEY DEPOSIT (EMD):

The tenderer shall pay the Earnest Money Deposit as set below along with the tender. The tender without the payment of Earnest Money Deposit shall be summarily rejected.

- (a) Unless the tenderer is exempted on account of statutory directives as enlisted in clause (b) below or having a valid permanent Bank Guarantee of Rs. 5,00,000/- (Rs. Five Lakhs) with the Central Purchase Agency of the Purchaser, Earnest Money shall be paid in Cash in the office of The Chief Accounts Officer, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 or by Demand Draft drawn on the Scheduled Bank in Mumbai as follows:

Earnest Money Deposit should be @3% (Three Percent) of the offered value up to Rs. 1,75,000/- and thereafter @ 1% of the balance offered value. The maximum Earnest money deposit payable against the tender shall be limited to Rs. 5,00,000/- (Rupees Five Lakhs).

- (b) (1) All Government and semi Government Institutions under Government of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Government and Government of India (for the items' manufactured by such institutions / units).
- (2) Small-scale industrial unit permanently registered with Directorate of Industries, Maharashtra only for the items mentioned in their permanent registration certificate.
- (3) Tenderers registered with National Small Industries Corporation (NSIC) and those who have attached NSIC registration certificate at the time of vendor registration.

The benefits mention 1 to 3 above shall be available only to those items approved during the Registration Process & subsequent updates in the registration upto the date of submission of this tender.

- (c) A reference to the tender number should be given in case the E.M.D. is paid in cash before the due date of the tender and the relevant deposit amount and receipt

No. should be mentioned in the tender. No interest shall be paid on the Earnest Money Deposit.

- (d) The Bank Guarantee of the value of Rs. Five Lakhs furnished to the Central Purchase Agency section will be valid only for the tenders initiated by the Central Purchase Agency.
- (e) In the event the tenderer withdraws his offer during the validity period the earnest money deposit shall stand forfeited and the Purchaser shall be entitled to recover the amount of E.M.D. paid or encashing the Bank guarantee or by resorting to any other remedy available under the law.
- (f) The successful tenderer upon award of the contract fails to pay the security deposit as per Clause of Annexure - A (Section-II) of the order / contract then the E.M.D. amount shall be forfeited by the Purchaser without prejudice to the right of the Purchaser to recover damages, if any.
- (g) The tenderer at the time of vendor registration shall furnish the details of the letter of appropriate authority of the purchaser, accepting the Permanent Bank Guarantee of Rs. 5 Lakhs with the Central Purchase Agency of the Purchaser. If the period of validity of the said Bank Guarantee is likely to expire during the validity of the tender or during the extended period of validity, the tenderer shall ensure to renew the said Bank Guarantee as valid, failing which the tender shall be rejected. Renewal / changes therein shall be uploaded by editing the vendor registration details with due approval of the purchaser.

10.0 EARNEST MONEY OF UNSUCCESSFUL TENDERER:

Earnest money deposited shall be returned to the unsuccessful tenderer as soon as possible after the tender has been decided, and on submission of receipt of E.M.D. payment to **Chief Accounts Officer, Prakashgad, MSEDCL, Station Road, Bandra (East), Mumbai -400 051.**

11.0 SUBMISSION OF SAMPLES:

Wherever mentioned, the sample of each item offered, shall be submitted free of cost to the Executive Engineer (Purchase & Co-ordination Group) of this office before the due time and date of submission of the tender. The samples submitted shall be strictly conforming to the specifications and drawings of the material offered. If the sample is not found according to the specifications, drawings, the offer shall not be considered. The sample of successful tenderers shall be retained with the Purchaser. Unsuccessful tenderer, on notification, shall collect the sample within 30 days from the date of notification at his own cost, failing which the sample shall be treated as Purchaser's property without any payment and any further notice.

12.0 SUBMISSION OF DRAWING & BILL OF MATERIAL:

The tenderer shall submit the drawings and bill of material conforming with the tender specification wherever applicable. In such cases, the offer without drawings and bill of materials shall not be evaluated and considered. The drawings and bill of materials submitted along with the tender shall not be considered for evaluation of the offer but the drawings and bill of materials of the successful tenderer shall be scrutinized when the Purchaser decides to accept such tender. It may, however, be noted that Purchaser's action of evaluation of the tender bid would not mean approval of the drawings and bill of materials submitted along with the tender bid.

The tenderer shall depute his representative immediately, either on hearing from the Purchaser for discussion on drawings or after receipt of Letter of Award. The formalities like submission of drawings, bill of material etc. and getting the same approved by the

Purchaser, shall be completed by the successful tenderer within **TEN WORKING DAYS** from the date of Letter of Award of the contract. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the tenderer. Finalised drawings and bill of material will be attached to the A/T. The supplies against the contract shall conform to the approved detailed drawings and Bill of material along with detailed technical specifications. Please see modification to this clause in Section-III if any.

13.0 SIGNING OF THE TENDER DOCUMENTS:

Offer shall be submitted along with the tender documents and duly filled in with all sections / Annexures / Appendixes / Schedules etc. The offer shall be signed with valid digital signature.

14.0 TIMELY SUBMISSION OF OFFER:

- (a) The tender is to be submitted online before the due time & date of submission to the purchaser on the website.
- (b) It is advisable to submit the digitally signed offer sufficiently in advance of the due date and time of submission to avoid last minute trafficking of the server.
- (c) Offer received after the due date and time of submission shall not be accepted.
- (d) In case, the due date of submission and / or opening of tender happens to be holiday, the offer shall be submitted / opened as applicable on the next working day at the same time.

15.0 SUBMISSION/SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows:

[a] Techno-commercial Bid (PART – I)

This part shall contain all Technical and Commercial aspects of the Bid and documents supporting the same except the price bid.

[b] Price Bid (PART – II)

This part shall contain only the Price Bid, strictly in the prescribed format.

[c] Physical submission of documents PART – III

Envelop for this part shall contain documents like type test reports, drawings, bill of material, catalogues etc. instructed to be submitted in physical form and is to be submitted to E.E. (SM).

METHOD OF SUBMISSION OF PART - III AND THEIR OPENING:

[a] This envelope shall be individually sealed and shall be superscribed with the name and address of tenderer and the following information before posting or delivering the same:

[i] Tender No.

[ii] Due date and time of submission

[iii] Due date and time of opening

Envelop as above shall be on or before the prescribed due date and time of submission and shall be opened on due date and time of opening prescribed.

In case of tenderer whose techno-commercial bid is acceptable, their Price Bids will be opened at a latter date. This date shall be intimated to such tenderers separately.

16.0 QUANTITIES OFFERED:

The quantity offered should be filled in prescribed Column of Price Bid / Annexure B, failing which offer will be treated as ‘No Offer’ and rejected.

17.0 INFORMATION REQUIRED WITH TENDER:

- (a) The tenderer shall clearly indicate his organizational structure such as man power, financial position etc. available for execution of contract. He shall also indicate the name of the subcontractor, if intended, along with the full details of the sub-contractors.

- Such information should be furnished in separate sheet to be attached to the offer.
- (b) The tenderer shall attach the relevant documents in order to show that the tenderer is qualified as required herein before under clause No 2.3 along with the offer.
 - (c) In case of any deviation as regards the specification, the tenderer shall clearly indicate in separate sheet of technical/commercial deviation schedule.
 - (d) The tenderer shall give the full address along with Telephone No. FAX, E-mail etc. for the purpose of correspondence. The letters/Notices served or left upon said address shall be deemed to have been served upon the tenderer or contractor. The tenderer shall immediately communicate the change in address, Telephone, Fax, E-mail etc., if any. Failure to intimate such change, any letter or notice served upon original address of the tenderer shall be deemed to be received by the tenderer/contractor.
 - (e) Verbal statement or information furnished by the tenderer as regards the quality, quantity, arrangement of work or any other matter connected to the tender shall not be considered.

18.0 OFFERS OF SSI UNITS:

Offer of the SSI units shall not be considered for concessions applicable unless the unit is registered with Directorate of Industries of Government for manufacturing the items tendered/offered and have valid Registration Certificate up to the date of estimated completion of the supplies. The SSI registration certificate should include the item for which the offer has been submitted. A copy of valid SSI registration certificate duly sealed and signed shall be submitted with the offer else the tenderer shall not be entitled for concessions applicable to SSI unit. MSSIDC or MAVIM, while submitting their offer on behalf of SSI unit, should ensure submission of copy of their registration certificate of these SSI units along with their offer, failing which offer shall be rejected.

The SSI units from the developing region desired to avail **33%** purchase preference should produce necessary eligibility certificate from Regional Development Authority/Implementing Agency along with certificate of commencement of production and classification of developing region under which the unit is situated.

It may be noted that if copy of complete set of valid eligibility certificate from SICOM/Regional Development Authority/Implementing Agency, duly sealed and signed, is not submitted with the offer, the tenderer shall not be entitled for concessions applicable for SICOM/Regional Development Authority units under the said Scheme.

If there are any specific Government directives such as reservation of items for units in Maharashtra, non-eligibility of preference to SSI units etc. for particular items, price and purchase preference etc. the same would be applicable irrespective of the fact that it has not been specifically incorporated in the tender notice and/or tender documents.

19.0 OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER:

The industrial units located in Maharashtra and the units from developing region of Maharashtra holding valid eligibility certificate from Regional Developing Authority/ Implementing Agency are eligible for consideration of order at the lowest acceptable F.O.R. destination rates inclusive of excise duty and sales tax/ VAT received against the tender as under:

- 1) If the lowest acceptable rate received against the tender is from a tenderer outside Maharashtra and industrial units located in Maharashtra are agreeable to accept order at such lowest acceptable rate, such industrial unit in Maharashtra shall be considered for order upto **50%** of Purchaser's requirement by matching their rates with lowest acceptable F.O.R. destination rates inclusive of excise duty and sales tax/VAT.

2) In case of units from developing region holding valid eligibility certificate from Regional Developing Authority/ Implementing Agency, these shall be considered for order by matching rates with lowest acceptable rate received against the tender upto **33%** of the requirement even if the lowest acceptable rate received against the tender is from a tenderer within Maharashtra.

3) The tenderers who are not eligible under the above clauses can also give their confirmation to accept order at the lowest acceptable rate received against the tender. They could be considered for this entitlement only after allocating quantities of Maharashtra State Industrial units as per the provisions stated at (1) and (2) above, in the order of merit as per price ranking for the balance quantity remained to be procured. The Maharashtra State Industrial units who are not eligible for the purchase preference as above could also be considered for this preference under this clause in the order of merit of their prices. Other tenderers shall be considered for the order by matching their rates with the rate of lowest acceptable tenderer after allocating reasonable quantities first to the industrial units of Maharashtra eligible under Clause 5(a), 5(b) and 5(c) of Annexure 'C-1'.

The lowest acceptable rate in the above stipulation shall mean FOR destination rate inclusive of Excise Duty and Sales Tax/VAT applicable to the lowest acceptable tenderer and the same rate will be considered as FOR destination rate inclusive of Excise Duty and Sales Tax/VAT as applicable to the respective tenderer who has agreed to accept order at lowest acceptable rate.

The lowest acceptable rates of the tender cannot be declared in advance, however lowest acceptable rate of the tender would be equal to or more than the lowest rate received in the tender.

The confirmation for acceptance of the order at the lowest acceptable rate indicated as above shall be given in the format as per Annexure 'C-1' enclosed with the tender documents. The same should be submitted online on or before due date and time of submission. Though confirmation in Annexure 'C-1' as above is called from all the **qualified** tenderers, the tenderers, who quoted rates within the range of 10% in comparison with the lowest acceptable rates, shall only be considered and their Annexure 'C-1' will be opened online on the date and time intimated subsequently. Provided, however, that the Annexure 'C-1' of the tenderers, who have quoted above the range of 10% in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid tenderers within the range of 10% are unable to fulfill the quantity requirement. In that case also, the date of opening of Annexure 'C-1' will be intimated to the tenderers.

In the above confirmation, if the tenderer indicates any rate, then the confirmation given by the tenderer will not be considered as valid.

If the tenderer gives the above confirmation for the qty. less than as indicated in Clause 4 of the Instructions to the Tenderers, then the above confirmation shall not be acceptable.

The prices indicated in the original offer shall not be considered as valid once offer for acceptance of order by matching rates is given. In the event of withdrawal of matching rate offer within the validity period, the entire offer against the tender shall become invalid and shall be summarily rejected and the earnest money paid by the tenderer shall be forfeited.

The lowest acceptable tenderer would be considered for awarding order upto 60% of requirement or any reasonable quantity subject to his capacity and capability with following restrictions:

- i) New firms, who have not supplied tendered item to any Government / Semi Government Utility or SEB, may be considered for trial orders limited upto 10% of total requirement.
- ii) Firms which are new to Purchaser but have supplied tendered item to any Government / Semi Government Utility / SEB or the firms which have executed CPA's one order, may be considered for restricted order upto 20% of the requirement.

20.0 DELIVERY OF THE EQUIPMENT/S:

- (h) Tenderer is requested to quote delivery F.O.R. DESTINATION only. Tenderer should quote clear delivery schedule in the format specified in tender document. Offers, with qualified delivery schedule which directly or indirectly affects the Conditions of Tender & Supply given in **Annexure 'A'** shall be liable for rejection.
- (ii) It is mandatory on the part of the tenderer to quote the delivery on monthly basis. If offered delivery is indicated on quarterly basis, then the delivery would be counted proportionately in three equal installments per month for liabilities of the contract including payment of price variation and levy of liquidated damages.
- (iii) Size mix for the purpose of delivery, when delivery is quoted in assorted items, shall be determined by the Purchaser while issuing the A/T or despatch instructions and will be binding on the tenderer. The Purchaser will also have liberty of modifying the size mix for the purpose of delivery rates, even after the A/T is issued.
- (iv) Offer shall not be accepted if the commencement period and rate of delivery per month is not indicated.

21.0 PRINTED TERMS OF THE TENDERER:

Tenderer's printed terms and conditions shall not form as part of the tender.

22.0 FILLING IN OF QUESTIONNAIRE:

Tenderer is requested to ensure that the comments against each and every item/ clause of Annexure / Section / 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.

23.0 MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

The offer shall be submitted online duly filled in, attaching all the required documents, completed in all respect and shall be digitally signed.

24.0 LANGUAGE OF THE TENDER:

The tender filled in by the tenderer and all correspondence & documents relating to the tender exchanged between the tenderer and Purchaser shall be written in English language. Any document furnished alongwith the tender in a local vernacular language shall be accompanied with the English translation.

25.0 AMMENDMENT OF THE TENDER:

At any time prior to the date of opening of the tender, the purchaser may for any reason, whether at its own initiative or in response to a clarification required by the tenderer, modify the tender documents by an amendment will be notified by email or by cable to all the prospective tenderers who have received the tender documents and will be binding on them. Purchaser may at its discretion extend the date of opening of the tender.

26.0 DISREGARD OF TENDER CONDITIONS:

The Purchaser reserves the right to reject any tender, which does not conform to any of the conditions / instructions etc.

Tender containing any deviations / additions / alterations / changes in the conditions of tender and supply as stated in Annexure 'A', 'B', 'C-I', 'D', 'E', 'G' shall not be acceptable.

The tenderer having signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated annexures, schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

27.0 EXAMINATION OF TENDERS:

The tenderer shall furnish all the data, drawings and other information / documents as per schedules attached to this specification, duly signed with the seal of the company, as a token of acceptance. The purchaser reserves the right to reject any offer for lack of any data as called for in the schedules and particularly in the technical details. After the opening, the purchaser shall examine the tenders to determine whether they are complete, whether required confirmations have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

Immediately after opening, the purchaser shall examine each tender to ascertain whether the essential / special terms and conditions are agreed.

28.0 POLICY FOR TENDERS UNDER CONSIDERATION:

The tenders shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award / rejection is made by the purchaser to the tenderers. While the tenders are under consideration, the tenderers and / or their representatives or other interested parties are advised to refrain from contacting by any means, the purchaser and / or his employees / representatives on matters related to the tender under consideration. The purchaser, if necessary, shall obtain clarifications on the tender by requesting for such information from any or all the tenderers in writing, as may be necessary. All unsolicited correspondence, discussions etc. by the tenderer after opening of the price bid shall be treated as post tender development / information and shall not be considered for tender evaluation purpose.

29.0 ACCEPTANCE OF TENDER:

The Purchaser does not bind itself to accept the lowest or any tender neither will any reasons be assigned for the rejection of any tender or part of tender. It is also not binding on the Purchaser to disclose any analysis report on tender / samples. The tenderer on the other hand binds himself to supply any item or items selected from his offer in part or whole at the option of the Purchaser.

The Purchaser shall reserve the right to place an order for any quantity in excess to the extent of **50%** or any less quantity, of the quantities offered by the tenderer. The quantity specified may be for despatch and delivery to one destination or several places.

30.0 AMBIGUITY IN QUOTATION OR DEVIATIONS:

The tenderer shall ensure that he should quote the tender in clear terms and only fill in the blanks wherever required. Any ambiguity in the terms and conditions may lead the rejection of tender. The tenderer should note that there shall be no deviation in respect of the following terms specified in tender documents and the deviation if any, the tender shall be liable for rejection.

(I) Payment of earnest money deposit.

- (II) Payment of Security deposit.
- (III) Liquidated damages.
- (IV) Terms of payment.
- (V) F.O.R. destination prices.
- (VI) Price variation formula.
- (VII) Guarantee.
- (VIII) Period of validity of offer.
- (IX) Jurisdiction of Court.
- (X) Default of contractor & termination thereof.
- (XI) Non-compliance of special Condition specified in Section-III.

31.0 WITHDRAWAL OF INVITATION OF TENDER:

The Purchaser reserves its right to withdraw the invitation of tender at any time before its acceptance is communicated to the successful tenderers.

32.0 NAME OF AGENT / REPRESENTATIVE:

The digital signature/certificate has been issued to the person authorized by the firm during the vendor registration process. While submitting the bids online, only valid digital certificates issued to the firm can be used. In case the digital certificate is compromised or the person holding the digital certificate is no longer authorized to digitally sign the tenders, it is the responsibility of the tenderer to revoke this certificate and obtain the fresh certificate. The tenderer is responsible for all the contractual liabilities and responsibilities therefore.

In case the tenderer authorizes the agent or representative to deal on behalf of the tenderer, the name and address of such person should be informed to the purchaser. The tenderer shall furnish the power of attorney in favour of agents / representative duly executed before the notary. In absence of the power of attorney, purchaser shall not deal with the agent / representative.

33.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of contract shall be communicated to the successful tenderer by Letter of Award (LOA) by registered post or hand delivery or telegram or Fax or Telex or Cable as the Purchaser deems it fit which shall be followed by letter of confirmation by registered post. It shall be noted that the contract shall be concluded on notification of award of contract.

34.0 VALIDITY OF THE TENDER:

The tenderer shall keep the offer valid for acceptance upto and including last date of calendar month, covering the date of completion of 180 days (one hundred and eighty days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The tenderer shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

PROCEDURE FOR SUBMISSION OF TENDER

The tenderer shall note that all Section / Annexures etc. to be submitted along with the tender shall be signed by the tenderer as under -

Failure to follow this procedure shall render the tender incomplete and shall be liable for rejection.

The offer of the tenderer shall be submitted in the form of covering letter prescribed annexed as Annexure-1 to Sec.-I