

NOTICE

Request For Proposal (RFP) for supply of 5 star rated Ceiling Fans

Chief Engineer (APDRP), on behalf of Maharashtra State Electricity Distribution Company Limited (the Employer), invites bids from eligible bidders for supply of 5 star rated Fans

The details of RFP Notice is available on the website at <http://www.mahadiscom.in>.

Any changes, modifications to RFP can be viewed on web-site.

Tender Fee : Nil, Estimated cost approx Rs. 60 lakhs, 5000 Fans

Tender Document Download	12 Dec 11 to 25 th Dec 2011 up to 18:00 hours
Due Date & Time for Submission of Bid	26st Dec 2011 up to 15:00 hours
Technical Bid Opening Date & Time	26th Dec 2011 at 16:00 hours

Chief Engineer (APDRP)

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD

TENDER DETAILS	
Tender Code	CE/ APDRP/T- 16 /2011
Type of tender	OPEN
Type of Bid	TWO BID
Material Description	BEE-labelled 5-star sweep-1200 mm & speed-320 rpm ceiling fans(AC).(labelled after October 2009 and any further revisions), reputed makes
Estimated Cost	Rs. 60.0 Lakhs(Approx.)
Basis of Price	Firm Price Basis
Tender validity	Tender /offer shall be kept valid for accepting up to and including last day of calendar month covering the completion of 120 days from the date of tender opening
Delivery Requirement (in Months)	Two
Tender Fees	Nil
Due date submission upto	26.12.2011, 15=00 hrs
Techno Commercial Bid opening on	26.12.2011, 16=00 hrs
Contact	ce_apdrp @yahoo.com, ceapdrp@mahadiscom.in ce_dsp@mahadiscom.in

INVITATION TO TENDER AND INSTRUCTION TO TENDERERS (SECTION I) TENDER FORM (NOT TRANSFERABLE)

(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)

Contact person for all the processing of this tender will be Chief Engineer (APDRP), MSEDCL, Prakashgad, Bandra, Mumbai. In the system generated tender document / correspondence / email it will appear as C.E. (Stores) / cestores@mahadiscom.in which should be read as C.E. (APDRP) / ceapdrp@mahadiscom.in.”

To be submitted online not later than the date mentioned in the tender details. For participating in tender opening, the tenderer may deput his representative 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, are to be submitted online before due time & date of the submission of tender in prescribed form.

CHIEF ENGINEER (APDRP) INSTRUCTIONS TO THE TENDERERS

I. SCOPE OF WORK:

This tender is invited from reputed manufacturers such as Havells, Crompton Greaves, Khetan, Orient, Usha, Bajaj , Polar, etc. for supply of BEE-labelled 5-star sweep-1200 mm & speed-320 rpm ceiling fans as specified in Annexure 'B' / Price Bid for MSEDCL 33/11 KV substations, section offices having commercial consumers at various places(store centers) in Maharashtra under DSM. The tenderer is requested to mention clearly the material out of which the Fans will be made.

II. PRICES:

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 Annexure 'B'. It shall be noted that quotations not conforming to F.O.R. destination basis inclusive of Excise Duty and Sales Tax/VAT etc. and to the unit as specified in 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 Annexure 'B' of the tender documents. The tenderer shall quote Ex-Works Price and element of freight and insurance along with applicable rate of excise duty, Sales Tax / VAT. The F.O.R. destination price i.e. up to site or the Store Centre of the purchaser as the case may be inclusive of excise duty, Sales Tax / VAT, risk in transit and freight prepaid will be programmatically calculated.

The prices to be quoted by the tenderer should take into account the credit available on input under the CENVAT Scheme. The tenderer should give a declaration that any set-off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on the purchaser in the price quoted by him. The tenderer should declare that in quoting the above price, tenderer has taken into account the entire credit on inputs available under CENVAT Scheme.

The tenderer should further agree to pass on such additional duties as set-off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of the supply under the CENVAT Scheme by way of reduction of prices and advise the purchaser accordingly.

III. TAXES AND DUTIES:

- (i) The F.O.R. destination rate shall be quoted inclusive of Excise Duty and Sales Tax/VAT.
- (ii) The same shall be indicated against respective clauses of Annexure 'B' without any ambiguity. It is imperative for the tenderer to indicate the amount of Excise Duty, Sales Tax/VAT included in their price while giving the break-up of F.O.R. destination price in Annexure 'B', failing which, the offer will be treated as ambiguous and will be rejected as per the provisions of clause IX of tender form. In case the Excise Duty, Sales Tax / VAT is not payable partially / fully, the tenderer shall indicate the reasons thereof duly supported by documentary evidence.
- (iii) The Purchaser is registered under Bombay Sales Tax Act of the Maharashtra State, / under the Central Sales Tax Act, 1956.
- (iv) Declaration on Form 'C' will be issued whenever and wherever applicable.

IV. BASIS OF PRICES:

The tenderer shall quote the prices on firm price basis only, as has been specifically brought out in the Tender Details. For any deviation in this regard, the offer shall be summarily rejected.

V. DELIVERY:

Total quantity 5000 Fans to be delivered is mentioned in Annexure 'B', at various stores in Maharashtra

- (i) Tenderer is requested to quote delivery F.O.R. DESTINATION only. Tenderer should quote clear delivery schedule in the format specified in Techno-Commercial Bid. Offers, with qualified delivery schedule which directly or indirectly affects the Conditions of Tender & Supply given in Annexure 'A' shall be rejected.
- (ii) It is mandatory on the part of the tenderer to quote the delivery on monthly basis. If the 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 dispatch instructions and will be binding on the tenderer. The Purchaser will also have the liberty of modifying the size mix for the purpose of delivery rates, even after the A/T is issued.
- iv) Offer shall be rejected if the commencement period and rate of delivery per month is not indicated.

VII. OFFERING THE MATERIAL WORKWISE / SLAB BASIS:

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 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., ISI 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.

Factory address, from which the bidder intends to supply the material against the tender, shall be as indicated in the latest approved on line vendor registration form on e-tendering through which the vendor is submitting the offer.

The tenderer shall offer the rates, taxes and duties as applicable for the factory location indicated in his latest approved on line vendor registration form on e-Tendering through which he is submitting his offer.

VIII. QUOTATION:

- (i) Tenderers shall quote his rate per unit specified in Annexure 'B' / Price Bid in figures.
- (ii) Tenderer's printed terms and conditions will not be considered as forming part of the tender.

IX. AMBIGUITY IN QUOTATION:

The tenderer is requested to please make a note that in case of ambiguous terms in respect of F.O.R. condition, excise duty, sales tax, basis of price (i.e. firm / variable) or if the blanks are not filled in/answered, the offer/tender shall be rejected.

ANNEXURE & QUESTIONNAIRE:

The tenderer is requested to ensure that the comments against each and every 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 "Not Applicable (N.A.)" checkbox shall be selected.

XI. ADDITIONS/ALTERATIONS PROHIBITED:

The tenderer shall not make any additions, alterations or changes in the Tender Form and the Conditions of Tender & Supply (Annexure 'A') including the description of material mentioned in Annexure 'B'. They should quote rate for the material described or click the checkbox 'Not quoted' against each of the item in Annexure 'B' / Price Bid.

XII. DISCLOSING THE NAME OF THE MANUFACTURER:

The tenderer shall not be allowed to supply the material offered from any other manufacturer than specified by him unless the permission in Writing is obtained from the Purchaser.

XIII. I.S.I. LICENCE: (Applicable for requirement of ISI marked material only).

A scanned copy of valid ISI License (full Copy) duly sealed & signed must be uploaded in the registration form, failing which, the offer shall be rejected. In case the validity of the ISI license is expiring before date of submission of tender, necessary documentary proof of having applied for renewal of validity of the ISI license must be uploaded in vendor registration form.

XIV. MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

The offer shall be submitted in duplicate duly filled in; attaching all the required documents, completed in all respects.

SUBMISSION OF DRAWING & BILL OF MATERIAL:

The tenderer shall submit the drawings and bill of material conforming to the tender specification wherever applicable. In such cases, the offer without the drawings and bill of material shall not be evaluated and considered. The drawings and bill of material submitted along with the tender shall not be considered for evaluation of the offer but the drawings and bill

of material 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 material submitted along with the tender bid.

The tenderer shall depute his representative for discussion on the drawings, either immediately on hearing from the Purchaser 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/bill of material and the detailed technical specifications.

SUBMISSION OF SAMPLES:

Wherever mentioned, the sample of each item offered shall be submitted free of cost to the Chief Engineer (APDRP) before the due time and date of submission of the tender. The samples submitted shall be strictly conforming to the specification and drawings of the material offered. If the sample is found to be not as per the specifications and drawings, the offer will not be considered and no correspondence from the tenderer for accepting actual supplies conforming to Purchaser's requirement will be entertained. The sample of successful tenderer shall be retained with the Purchaser. Unsuccessful tenderer, on notification, shall collect the sample within 30 days from the date of notification at own Cost of the tenderer, failing which the sample shall be treated as Purchaser's property without any payment and any further notice.

Whenever requirement of sample is specified, no tender/offer will be opened unless the condition of the sample submission is complied with. In case the sample is not submitted as required, it will be considered that no offer is made by the tenderer for supply of material.

XVII. NAME OF AGENT/REPRESENTATIVE:

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

XVIII. PAST EXPERIENCE:

To judge the capacity and capability of the tenderer or his manufacturer, the tenderer shall furnish the list of orders executed by him or his manufacturers/ principals for the last three years indicating the order reference, name of the purchaser, quantity ordered, value, delivery executed and deviation/slippage in delivery and also the details alongwith certificate if any in vendor registration form and get the same approved from the purchaser before submission of tender. The details of pending orders and quantities outstanding against the orders of this Purchaser and others should be submitted separately in electronic document

XIX (A) OFFER OF SSI AND OTHER UNITS:

The tenderer registered with Directorate of Industries of Government of Maharashtra for manufacturing the items tendered / offered and those who have attached valid certificate at the time of vendor registration shall be considered for concessions applicable. These benefits shall be available only to those items approved during the registration process and subsequent updates in registration upto the submission of this tender.

MSSIDC or MAVIM while submitting their offer on behalf of SSI units should ensure submission of copy of their registration certificate of these SSI units at the time of registration, failing which, offer shall be rejected.

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

It may be noted that if details of complete set of valid eligibility certificate from SICOM/ Regional Development Authority/Implementing Agency, duly sealed and signed, is not updated in vendor registration form, the tenderer shall not be entitled for concessions applicable for SICOM/Regional Development Authority/Implementing Agency 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.

XX. EARNEST MONEY DEPOSIT (EMD):

The tenderer should pay the Earnest Money @1% (One Percent) of the offered value i.e.Rs.0.6 lakhs. The DD/ BG Should be submitted in hard form before submission of bid

The earnest money shall be paid by bank guarantee / D.D from nationalized/scheduled bank payable at Mumbai in favor of MSEDCL, Mumbai.

The Format of BG given as annexure 1

Interest shall not be allowed on EMD. Earnest money deposit shall be forfeited (i) in case the tenderer withdraws the tender/offer during the validity period (ii) in case the tenderer fails to pay the security deposit if the contract is awarded. However, tenderers from the following categories are exempted from payment of earnest money deposit.

- 1) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
 - 2) Small scale industrial unit permanently registered with Directorate of Industries, Maharashtra, only for the items mentioned in their permanent registration certificate.
 - 3) The tenderer registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate at the time of vendor registration.
- i) The benefits mentioned in (1) to (3) above shall be available only to those items approved during the registration process and subsequent updates in registration upto the date of submission of this tender.

XXI. SIGNING OF THE TENDER DOCUMENTS:

Offer shall be submitted in duplicate.

XXII.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 i.e. Annexure 'B'.

[c] Physical submission of documents (Part III) –

Envelope for this part shall contain documents like Type Test Reports, Drawings, Bill of Material, Catalogues etc. wherever applicable as per technical specification and they shall be scanned and these scanned documents to be taken into PDF format on CD media (2 sets) and are to be submitted to CE(APDRP) in sealed envelope on or before due date & time of submission.

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 tenderers 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.

All the three packets to be sealed in one envelope.

Envelope as above shall be submitted 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 tenderers 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.

XXIII. TIMELY SUBMISSION OF OFFER:

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

XXIV. The Purchaser reserves the right to reject any offer without assigning any reason whatsoever.

XXV. DISREGARD OF TENDER CONDITIONS:

Tender containing any deviations / additions / alterations /changes in the conditions of the tender and supply as stated in Annexure 'A', 'B', 'C-I', 'D', 'C' shall not be acceptable. The tenderer having signed all the tender documents indicates any deviations/ additions/alterations/changes in the covering letter, unrelated annexures and schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

XXVI. PROHIBITION FOR POST TENDER CORRESPONDENCE:

The Tenderer 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 Purchaser.

XXVII. RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY:

The Purchaser reserves the right to order out / procure 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 dispatch to one destination or several places.

XXVIII. 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 his part binds himself to supply any item or items selected from his offer in part or whole at the option of the Purchaser.

XXIX. NOTIFICATION OF AWARD:

Notification of Award of contract will be made by a letter of Award, to be sent by registered post or given by hand, to the successful tenderer by the Purchaser. It could also be made, by cable or by telex or by Fax to be confirmed in writing by registered post to the successful tenderer by the Purchaser.

XXX. 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 the Undersigned / G.M. (F&A-SB), MSEDCL, Prakashgad, Station Road, Bandra (East), Mumbai - 400051.

XXXI. VALIDITY OF OFFERS:

Tender / Offer shall be kept valid for acceptance upto and including last day of calendar month covering the completion of 120 days from the date of tender opening.

CERTIFICATE:

I/We agree to supply the materials at the rates herein tendered by me/us subject to the conditions of tender and supply in Annexure 'A' of this tender which I/We have carefully read and which I/we have thoroughly understood and to which I/we agree. I/we hereby agree to keep this offer open upto the date mentioned in tender details and shall be bound by communication of acceptance dispatched within the validity period.

Seal and sign of Tenderer

ANNEXURE 'A'

CONDITIONS OF TENDER AND SUPPLY (SECTION II)

1) EFFECT OF CONTRACT:

The contract shall be considered as having come in to force from the date of Notification of Award. The tenderer whose offer is accepted is hereinafter called "the supplier".

2) SECURITY DEPOSIT:

The supplier shall pay within 15 days, security deposit @ 10% of the value of the order after issue of order. Security deposit applicable to SSI unit in Maharashtra will be 3% (Three percent) of the order value subject to a maximum of Rs. 50,000/- (fifty thousand). However, in respect of the following categories of suppliers, the security deposit applicable shall be as under:

- a) For the order value upto Rs. 25,000/-, no security deposit shall be payable by the registered suppliers on the list of Development Commissioner (Industries) and Stores Purchase Officer.
- b) Small Scale Industries registered with the Directorate of Industries and Maharashtra Khadi & Gramodyog Mandal shall be exempted from payment of security deposit for value of order upto Rs. 50,000/-.

The SSI units having industries outside Maharashtra State will not be eligible for exemption or concession in the security deposit. They will have to pay full security deposit at 10% of the value of order limited to Rs. Five lakhs unless having deposited permanent bank guarantee of Rs. Five lakhs with the Purchaser.

The failure to make payment of security deposit within 15 days as above will be viewed seriously and the contract awarded shall be liable to be terminated.

The security deposit shall be paid in favour of Purchaser by way of Demand draft on any scheduled bank in Mumbai or B.G. of nationalized bank ,payable at branch in Mumbai.

This security deposit in cash or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on his failure to execute this order or any other contract and in the event of non fulfillment of the terms and conditions of the contract.

The security deposit shall be refunded on the expiry of the guarantee period specified in condition No.26 stated herein below. In case of G.P. Notes the amount of security deposit payable should be on the basis of market value of the G.P. notes at the time of presentation of the G.P. Notes

3) QUALITY OF SUPPLIES:

All materials supplied shall be strictly as per specification laid down and in accordance with the approved standard samples. The supplies shall be of the best workmanship and good quality and this office shall be informed of the progress of manufacture of the material.

4) MATERIAL AND COMPONENTS:

The material and components not specifically stated in this specification but which are necessary for satisfactory operation of the equipment / items specified, shall be deemed to be included unless specifically excluded and shall be supplied without any extra cost.

5) SAMPLE BEFORE COMMENCING BULK SUPPLIES (Wherever necessary):

(A) Before taking up the manufacture of the bulk supply, the supplier shall get one number sample of each item approved and sealed from the Purchaser's Executive Engineer (IW) Ex.Engineer(T) or its authorized representative, within 15 days from the receipt of the order. No bulk supply should be made unless the sample is approved by the inspecting officer, after testing at NABL/BEE at Your cost. The supplier shall give advance intimation of 15 days from the date of receipt of order to the Chief Engineer (APDRP) Maharashtra State Electricity Distribution Co. Ltd., 5th Floor, 'Prakashgad', Station Road,

Bandra (EAST), Mumbai -400 051, for sample approval. The sample so approved, shall be a master sample retained for reference purposes, at supplier's works till the last consignment is dispatched.

The time allowed for commencing delivery includes the time required for getting the sample approved as above. If, however, 15 days from date of receipt of the intimation for sample approval, the period for commencing / completing the supplies will be considered to have been extended by the excess time taken for intimating the approval. If the approval of the sample is not received from the inspecting officer within 15 days, the supplier shall remind this office for the same in writing.

(B) Consignee's Sample: At the time of inspection, the supplier shall get approved and sealed by the Purchaser's inspecting officer, as many samples as the number of consignees as stated above and each of the approved sample must be forwarded with the first lot being dispatched to the respective consignee together with the copy of the relevant inspection report and the related test certificates.

6) ACCEPTANCE OF SUPPLIES/INSPECTION:

(a) The supplier shall normally offer at a time, the entire quantity required to be delivered every month as per the delivery schedule indicated at Sr. No. IV of Annexure 'B' for the purpose of inspection by the Purchaser. However, in exceptional circumstances, the supplier may be allowed to offer quantity at a time not less than 50% of the quantity required to be delivered every month.

(b) Materials shall be inspected by the Purchaser's Executive Engineer/or the representative authorized by the Purchaser before dispatch. An intimation in the prescribed proforma about the date on which materials shall be ready for inspection, indicating approximate quantity, shall have to be given to the Chief Engineer (APDRP) Maharashtra State Electricity Distribution Co. Ltd., 'Prakashgad'. 5th floor, Station Road, Bandra (East), Mumbai - 400 051, so as to reach him sufficiently in advance, failing which, the supplier shall be responsible for delay in delivery on account of inspection. On receipt of such intimation, the materials shall be inspected within 15 days. The materials shall be dispatched only after inspection and approval of same by the Inspector. The inspection approval letter shall be valid for a period of 21 days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof within the said period. After this period of 21 days, the validity of this inspection approval letter will lapse. Thereafter, the material will have to be offered for re-inspection at the cost and risk of the supplier. Further the price variation is not applicable

(c) The supplier shall notify the names of the consignees to whom the inspected lot would be dispatched. The Inspector shall intimate change in destination, if any, at the time of inspection approval and accordingly the material shall be dispatched. The supplier shall get the copies of inspection approval letter together with witness certificate duly signed by the concerned Inspecting Officer IN BLUE INK only and also mention reference or inspection approval letter on the challan / invoice, failing which any delay occurred in getting the S.R. Notes from the consignees would be solely to supplier's account.

(d) In the event, during the inspection by the Purchaser's Inspecting Officer, if it is observed that the quantity actually offered for inspection is less than the quantity indicated for inspection in the inspection call, the Purchaser shall be entitled to recover from the supplier, the actual expenses incurred for arranging the inspection, and the supplier shall not dispute the amount to be recovered.

(e) The supplier shall submit the test certificates/reports from any approved laboratory/ laboratory of his own for the respective quantity of material, before dispatch. The material shall not be dispatched unless and until the test certificates are approved by the Purchaser.

(f) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment/materials.

7) RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:

The Purchaser at its option, will inspect the material ordered during its process of manufacturing including the inspection of raw materials and will request the supplier to carry out such tests as may be necessary to ensure proper quality of the material. The samples of components of the material shall be subject to quality check by the inspecting officer during manufacturing.

8) RIGHT TO REVISE DISPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES:

i) The Purchaser reserves its right to revise the dispatch instructions issued alongwith the order, at the time of giving final clearance for dispatch after inspection of the material. If such change in destination is not intimated at the time of inspection approval or waiver of inspection, the supplier shall dispatch the material as per the dispatch instruction in accordance with A/T indicated by him in the inspection call letter.

ii) The Purchaser reserves its right to change the delivery schedule of the contract either by reducing the monthly lot upto 60% of the agreed lot or by increasing the same upto 120% of the agreed lot with prior two months notice and the Purchaser shall not be liable to pay any compensation/damages on account of such change in delivery schedule.

iii) The Purchaser reserves its right to defer the balance supply to be received against the order by giving two months notice for a maximum period of 6 months. In such an event, the delivery period for the deferred material shall be deemed to be extended proportionate to the period of deferment and the Purchaser shall not be liable to pay any compensation/damages on account of such deferment of deliveries.

9) WAGON LOADS/TRUCK LOADS:

Quantity to be dispatched to consignee may not necessarily be in full wagon load/truck load and may be part load as per the Purchaser's requirements.

10) ROAD TRANSPORT:

In case the supplier prefers to dispatch the materials by road transport at his risk and cost and without any extra cost to the Purchaser, the materials shall be accepted only during office hours on working days. The supplier should ensure that the goods reach the stores sufficiently in advance so as to arrange their unloading during office hours, failing which, the Purchaser shall not be liable for unloading and for inconvenience caused to the transport contractor in the form of detention etc. Unloading at stores shall be arranged by the consignee.

11) PAYMENT OF FREIGHT CHARGES:

Railway Receipt should be prepaid. In case the freight is not prepaid, the freight charges paid shall be recovered from the supplier with additional 'TWENTY PERCENT' amount of freight.

12) CLEAR RAILWAY RECEIPT:

Packing used shall be conforming to specifications/conditions laid down by the railways and clear railway receipt shall be obtained by the supplier without any ambiguity, so as to facilitate proper clearance of goods at destination.

13) DISPATCH INTIMATION:

The supplier shall inform telegraphically to the consignee details of dispatch giving RR/ LR No., Wagon/Truck No., Type of wagon, craneable consignment or otherwise, total value of consignment, etc. to facilitate the consignee to arrange for clearance of goods.

14) BILL OF MATERIALS:

The supplier shall furnish bill of materials for each type of equipment/material offered which should be consistent with the drawing, sample, and specification and guaranteed technical particulars. The copies of the bill of materials should always be enclosed alongwith the bill submitted by the supplier for payment wherein he should specifically mention the materials / components dispatched out of the bill of materials, if the equipment is not sent in totality. Where the equipment/material to be supplied consist of more than one component, the supplier claiming payment for equipment/materials shall certify that all components of the equipment/ material have been supplied in full for the quantity indicated in the invoice. Part payment shall not be allowed.

15) PACKING LIST:

Each package shall contain, in waterproof cover, the detailed list indicating the order reference, date, list of content and reference to the approved bill of materials. Each item contained in the package shall be described sufficiently to enable identification of the quantity, weight etc. There should not be any alteration in the packing list incorporated in the order, copy of the packing list should be sent to all the consignees, Executive Director (DSPC) as well as G.M. (F&A-SB) and should be enclosed with the bills along with other documents.

16) VERIFICATION OF MATERIAL SUPPLIED:

The Purchaser shall have the option to carryout various tests including type tests as per specification on the samples selected at random from the supplies effected, to ensure that the supplies conform in quality and workmanship to the relevant specification. The testing shall be done at independent laboratory at Purchaser's cost. Due notice shall be given to supplier for such sample selection and such testing thereof to enable him to be present for the same if so desired by him. If the supplier or his authorized representative fails to attend the sample selection and testing, the same shall be carried out unilaterally by the Purchaser and the result thereof shall be binding upon the supplier. In case the sample selected from the supplies fails to withstand the required tests, then

I. for the first time failure of sample,

(a) supplier shall have to replace the full quantity of the respective inspected lot supplied to various Stores and lying unused at Stores.

(b) for the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied shall be made

AND

II.in respect of further supplies made against the order, if failure of sample is noticed (i.e. second time failure against the order)

(a) the quantity lying unused at various Stores shall be rejected.

(b) for the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied shall be made,

(c) balance quantity against the order including the rejected quantity shall be cancelled without any liability on either side,

(d) the firm will be debarred from dealing with the Purchaser upto a period of three years from the date of rejection.

17) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything herein contained, the supplier undertakes to be responsible for the safe arrival of the materials in good condition and without any loss or damage at the final destination and until the same be actually delivered to and received by the Purchaser at its stores or other place of final destination and for this purpose, materials carried by railways or other carrier shall be deemed to be so carried at the risk of the supplier. In case of transit damage/shortages, the payment shall be made only for the quantity received in good and working condition and the consignee shall lodge claims with carriers and transfer the same to

Consolidated details of the above information shall be furnished to office of the Executive Director (Projects) after completing the supplies of a particular order. The copy of this consolidated information shall invariably be forwarded to the respective consignees, failing which, security deposit paid against the contract shall not be released.

22) SUBMISSION OF BILLS:

No payment shall be made for the supply of equipment/item in part components.

23) PAYMENT OF BILLS:

100% payment of the Contract price will be paid by A/c payee cheques within 120 days from the date of receipt of entire lot as scheduled in commencement period or in monthly delivery schedule of material at the stores in good condition. However, in respect of only those entities which qualify for 45 days payment period under the Micro, Small and Medium Enterprises Development Act, 2006, 100% payment of the Contract price will be paid by A/c payee cheques within 45 days from the date of receipt of entire lot as scheduled in commencement period or in monthly delivery schedule of material at the stores in good condition. The material is to be tested / measured by the field Officers / Consignees wherever provided for. Date of issue of cheques shall be the date of payment. Following documents will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra(East), Mumbai - 400 051 along with bills in triplicate with copy to the consignees, to facilitate payment.

(i) Bill/Invoice.

(ii) Certificate of proper dispatch

(iii) Xerox copy of dispatch document (i.e. RR/LR).

(iv) Inspection / TC Approval.

(v) Other documents like proof of having paid the excise duty as required under the prevailing rules (In case the supplier is a trader, these documents from the original manufacturer of the product shall be produced.), copy of acceptance letter of bank guarantee for security deposit, authority of exemption thereof.

(vi) Detailed packing list.

(vii) Bill of materials.

(viii) The relevant document in support of price variation claim.

(ix) Xerox copy of monthly dispatch statement required as per clause 21 above.

Where required by the Purchaser, the successful tenderer must send the operation and maintenance manuals, test certificates, Guarantee certificates, drawings etc. for the material ordered. These should be sent immediately after dispatch of material and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bill.

The supplier shall forward the original R.R./ L.R. direct to the consignee along with various documents as stated below in this clause. The original bill shall be forwarded to the G.M. (F&A-SB), Prakashgad, Bandra (E) and marked ORIGINAL. The bill should indicate the sales tax registration certificate no. and date held by him under the Sales Tax Act. The Purchaser shall not be responsible for delay in payment of bills if the supplier fails to comply with any of the above requirements. Supplier's copy of S.R.Note will be forwarded by the consignees through their respective Major Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the respective Major Stores to G.M. (F&A-SB) for payment. **In case the supplier is a Authorised dealer, it shall be imperative for him to furnish documentary evidence of having paid excise duty by the manufacturer whose product has been offered.**

The whole of the first lot as well as monthly lot when delivered in installments, the date of delivery and due date of payment will be counted after the receipt of the entire lot along with following documents complete in all respect by the consignee:

- i) Copy of invoice/challan
- ii) Packing list
- iii) Approved sample (if applicable)
- iv) Original copy of RR/LR
- v) Inspection approval letter signed by the Inspecting Officer in Blue ink along with copies of routine/acceptance test certificate or copy of letter of waiver of inspection as the case may be. The Purchaser at its discretion, shall arrange for payments as above from its own sources or alternatively under ICICI line of credit / IDBI rediscounting scheme / D.D.S. of SIDBI as per terms of ICICI / IDBI / SIDBI as may be applicable, in which case, co-acceptance charges/stamp duty shall be to Purchaser's account. Any amount more than Rs. One Lakh can be transferred to the bank Account of the supplier electronically.

For this RTGS (Real Time Gross Settlement) provision, following information is to be furnished by the tenderer in the required documents of the online offer.

1. Name of the Company
 - a. Name of the Bank & Branch with address where the amount is to be transferred
2. Current Account Number (15 digits)
3. RTGS No. / (IFSC Code) (Indian Financial Security Code)
4. MICR Code of the Bank
5. Company's email ID
6. Contact Name & Telephone No.

24) TAXES AND DUTIES:

(A) Notwithstanding the fact that contract price is inclusive of excise duty and sales tax :

- (i) Excise duty shall be only on Ex-works price and shall be paid/reimbursed at actuals on the basis of due date of delivery, against documentary evidence.
- (ii) Sales tax shall be paid at actuals on the basis of due date of delivery.
- (iii) Variation in excise duty and sales tax on bought out items shall not be entertained.

(B) Structural changes in and due to 'CENVAT' Scheme: -

- (i) In the event of any structural change occurred in the CENVAT Scheme after the date of submission of the tender till the currency of the contract, the benefit out of such change shall be passed on to either of the parties.
- (ii) In the event of 'CENVAT' credit being extended by the Government of India to more items than those already covered, the firm should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing the following certificate, as may be considered necessary by the purchaser. "We hereby declare that we can avail additional duty set-offs as per latest CENVAT Scheme in force now and we hereby give a reduction of per unit and agree to revise the prices indicated in the order. The current excise duty of% is payable on this reduced price. Therefore, we request you to amend the order accordingly." The above clause shall not be applicable for traders & for those firms who quoted zero percentage central excise duty.

25) DEDUCTION:

Any amount or amounts which become payable by the supplier to the purchaser under a particular contract, shall be deducted by the purchaser from any amount/amounts due or becoming due to the supplier under the same or any other contract and shall be adjusted against dues to the Purchaser.

26) GUARANTEE:

Goods offered i. e Energy Efficient Ceiling Fans 5 star rated shall be guaranteed for a period of 60 months from the date of commissioning or 66 months from the date of dispatch whichever is earlier. The stores/ materials found defective within the above guarantee period shall be replaced/repared by the supplier free of cost, within one month of receipt of intimation. If the defective store/materials are not replaced/repared within the specified period as above, the Purchaser shall recover an equivalent amount plus 15 % supervision charges from any of the bills of the supplier. Further, in case of repeated failures of equipments / material, the goods shall be replaced within one month. Purchaser reserves the right to debar / disqualify the supplier for future tenders / orders.

27) LIFTING OF REJECTED/DAMAGED MATERIALS:

a) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged/rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards octroi, handling, demurrage/wharfage/undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.

b) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to pay ground rent @ 0.1% per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.

c) The Purchaser will be also free to dispose of such material, after the period of said 30 days, by Public auction/Tender notice/Destruction as may be deemed fit and storage charges @ 0.1 % per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the sale amount/physical removal of the material besides the actual expenses incurred as referred to at (a) above.

d) Notwithstanding what is contended in the foregoing clauses, the supplier shall be liable to pay the Purchaser the cost and expenses incurred by the Purchaser, if any, including ground rent and the same shall be appropriated and recovered from the sale proceeds.

28) LIQUIDATED DAMAGES FOR LATE DELIVERY:

In case the materials are not delivered within the period stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of the Purchaser, the liquidated damages to the Purchaser upto half percent per week or part of week on the price subject to a maximum of cumulative ceiling of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or material delayed and also the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the supplier, for which documentary evidence shall be produced to the satisfaction of the competent authority of the Purchaser.

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

For computing the liquidated damages for delayed supplies, the date of railway receipt or the date of receipt of materials at stores in case of road transport, shall be the date of delivery. In case the Purchaser does not arrange for inspection of material within 30 days from the date of receipt of inspection call in its office, the period of more than 30 days will not be considered for levy of liquidated damages. For computing the period taken for inspection in such cases, the relevant date mentioned in the inspection certificate issued by the inspecting officer would be considered.

29) PERFORMANCE OF CONTRACT:

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 28 as stated above i.e. Liquidated damages for late delivery.

30. PERFORMANCE DEPOSIT: (Wherever applicable)

30.1 After the first consignment is effected and when the 100% payment thereof becomes due to the contractor, he will have to furnish contract performance deposit as mentioned in Clause 30.2 below for proper fulfillment of the contract for balance period of contract upto expiry of guarantee period.

30.2 The contract performance deposit shall be of an amount equal to 10% of the contract value and shall be paid by all the types of contractors. The Security Deposit paid by the contractor shall be refunded on furnishing the contract performance deposit within 30 days except in the cases where Permanent Bank Guarantee of Rs. 5 Lakhs is furnished. The contract performance deposit shall be furnished in the prescribed form.

30.3 The contract performance deposit shall be refunded within 90 days from the date of expiry of the guarantee period of the equipment supplied. The purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.

30.4 The contract performance deposit is intended to secure the performance of the contract for guarantee period of the equipment supplied. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

31) POWER OF ATTORNEY:

It will be obligatory on the supplier to communicate the revocation of Power of Attorney, if any, after submission of offer till the execution of contract failing which the act/s & action done by the agent/representative shall be deemed to be the valid act/s & action of the tenderer/supplier.

32) JURISDICTION:

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the "Courts" in Mumbai.

33) TERMINATION OF CONTRACT:

In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification and the approved samples, the Purchaser shall exercise in discretionary power either,

(a) to purchase from elsewhere, after giving due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without canceling the contract in respect of consignment not yet due for delivery, OR

(b) to cancel the contract reserving Purchaser's right to recover damages, notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract.

NOTES:

- (i) In the event of risk purchase of stores of similar description, the option of the Purchaser shall be final. In the event of action taken under (a) or (b) above, the supplier shall be liable for any loss which the Purchaser may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.
- (ii) The company reserves its right not to deal with the supplier, whose contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.
- (iii) The company may also blacklist the supplier whose contract is terminated for whatsoever reasons on giving opportunity to show cause for such action to the supplier.
- (iv) The decision of the Purchaser shall be final as regards the acceptability of the stores supplied by the supplier and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

SECTION-III (SPECIAL TERMS AND CONDITIONS)

The following special terms and conditions shall be forming part of tender documents. In case following terms and conditions are deviating from the relevant clauses of Instructions of Tenderers (Section-I) and Conditions of Tender and Supply (Section-II), the terms and conditions specified in this section shall prevail. The offers not complying with the terms and conditions of this section shall be rejected.

1. SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS

Clause XXII (C) of Invitation to Tender and Instructions to Tenderers (Section I) of the tender documents is modified to read as under:

XXII (C) Part III :

Documents like type test reports, accreditation certificates; Quality assurance etc. including various Schedules of Technical Specification (other than GTP) shall be submitted by scanning these documents on CD media (2 copies) & hard copy & sealed in third envelope.

2. QUALIFYING REQUIREMENTS:

1. The Bidder shall be a manufacturer; and shall have manufacturing experience of one year.
2. The bidder shall have all the facility in his works for design, assembly, quality assurance, testing (all routine and acceptance tests)
3. The average annual turnover of the manufacturer should be Rs.2.25 crs during any one of the last three (3) financial years.
4. The bidder should have supplied at least 1000 fans of all type during last 3 years.

Notwithstanding anything stated herein under, the Purchaser reserves the right to assess the capacity and capability of the bidder to execute the work, shall the circumstances warrant such assessment in the overall interest of the Purchaser

3. GUARANTEE:

Clause 25 of Annexure "A" (Technical Specification) i.e. guarantee is applicable. Clause 26 of Annexure-A is modified to this extent.

4. CONTRACT PERFORMANCE DEPOSIT:

Clause 30 of Annexure "A" (Section-II) i.e. contract performance deposit is applicable.

5. DELIVERY REQUIREMENT:

Total order quantity shall be delivered within two month from the date of Letter of Award in. Accordingly the bidder shall quote the delivery schedule.

ANNEXURE 1

FORM OF BID SECURITY

(BANK GUARANTEE)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for supply of BEE-labelled 5-star sweep-1200 mm & speed-320 rpm ceiling fans Bid No.CE/APDRP/T-16/2011.

KNOW ALL PEOPLE by these presents that we _____ (Name of Bank) of (Name of Country) _____ having our registered office at _____ (hereinafter called " the Bank") are bound unto the Maharashtra State Electricity Distribution Company Limited, Represented by the **Chief Engineer (APDRP)**, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, 5th Floor, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051, India (hereinafter called the Employer) in the sum of ` _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ (Address of branch office at Mumbai, Maharashtra).

SEALED with the Common Seal of the said Bank this) _____ day of _____ 2009.

THE CONDITIONS of this obligation are :

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

we undertake to pay to the Employer upto the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provide that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **120 days** after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, 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 THE BANK _____

WITNESS _____ SEAL _____

_____ (Signature, Name and Address)

SCHEDULE ' A '

Technical Particular For Electric Ceiling Fans

1 Schedule Electric Ceiling Fan Capacitor Type, 5 star rated

Specification :

ISI marked electric ceiling fan capacitor type with double ball bearing complete with capacitor, 300 mm down rod, canopies, shackles, three number blades made of aluminium alloy, suitable for single phase, AC 230 volt, 50 Hz supply and conforming to class I of IS: 374/1979 with amendment number 1 to 6 as follows:-

Sweep Size (mm) Type of Regulator

1. 1200 Electronic Step Type

2 Schedule Spares and Accessories for Electric Ceiling Fan

Specification :

The down rod shall be capable to withstand a tensile load of 1000 Kg without breakage and a torsion load of 500 kg cm without breakage as per cl. 10.14.1 of IS: 374/1979 with amendment number 1 to 6.

Item Description

1. Extra down rod 300 mm

3. Guarantee

The meter shall be guaranteed for the period of five years from the date of commissioning or five and half year from the date of dispatch whichever is earlier. The meter found defective within above guarantee period shall be replaced by the supplier free of cost, within one month of receipt of intimation. If defective meters are not replaced within the specified period as above, the Company shall recover an equivalent amount plus 15% supervision charges from any of the bills of the supplier.

4. Type Test Certificates:-

1. Tenderers shall furnish complete and satisfactory type test certificate as per T/E specification for each size of the fan and electronic regulator to the Chief Engineer (APDRP) with Bid. The TTC shall be from approved laboratory (NABL) & BEE.
2. TTC shall indicate clearly and categorically the following parameters.
 - a) Blade angle at root, elevation and at tip.
 - b) Width of the blade and material of the blade.
 - c) Capacitance value.
 - d) Material of the body of the fan motor
 - e) Total weight of the fan motor.

5. TESTS AND TESTING FACILITIES :

5.2 ROUTINE TESTS:

All the Routine tests as per IS: 374-1979 amended upto date shall be carried out before acceptance of bulk quantity.

- 1) Flash test
- 2) Insulation resistance
- 3) A simple running test to determine the Fan is in working condition.

The details of facility available in the manufacturer's works in this connection should be given in the bid.

5.3 ACCEPTANCE TESTS:

All Acceptance tests as per IS: 374-1979 and modified upto date including the optional test shall be carried out on sample taken from the delivery lot.

5.4 The following acceptance test should be carried out

- 1. Starting**
- 2. Fan speed & Input**
- 3. Earthing Connections**
- 4. Leakage current**
- 5. High Voltage.**
- 6. Additional test to determine Energy saving.**

5.5 TESTING FACILITIES :

The supplier / tenderer shall clearly state as to what testing facilities are available in the works of manufacturer and whether the facilities are adequate to carry out type, routine and acceptance tests mentioned in IS : 374 (amended upto date) and clause No.5.4 of specification. The facilities shall be provided to purchaser's representative for witnessing the tests in the manufacturer's works. If any test cannot be carried out at manufacturer's works , reason should be clearly stated in the tender.

All other requirements for this fans including testing procedures, tolerances, sampling plan and

Questionnaire	
Schedule Electric Ceiling Fan Capacitor Type	
1.	Tenderers shall furnish following particulars for each item quoted separately. These particulars shall be same as that of type tested fan and shall match with the particulars specified in the TTC. Manufacturer's name trade name and model.
2	Sweep
3.	Rated voltage
4.	Maximum input in watts at maximum speed and at rated voltage,
5.	Air delivery in cub.m/min at rated voltage,
6.	Maximum current at maximum speed at rated voltage.
7.	Power factor at rated voltage and maximum speed.
8.	Rated speed in RPM (without regulator) at rated voltage.
9.	Rated speed in RPM with speed regulator at maximum position and at rated voltage (as % of the rated speed).
11	For Electronic type regulator,
11 c)	No. of steps between 0 and max. position
11,a)	Type of regulator.
11,b)	Maximum power consumption at minimum speed position
12.	Type of motor, number of poles and degree of protection.
13.	Class of insulation.
14.	Material and size of winding wire used in the winding of the fan
15	Material and diameter of shaft.
16.a)	Type and material of the top bearing.
16.b)	Type and material of the bottom bearing.
17..	Material and thickness of blades Range of blade angle and distance of the point from the center at which it is to be measured.
18..	Size thickness and material of the down rod offered as standard.
19..	Material of the fan casing.
20.	Deviation if any from tender specification.
21	Additional information if any., Fan color

criteria of conformity sizes as per IS:374/79 & BEE

BEE 5 Star rated Ceiling Fan requirements

1. Scope

1.1 This schedule specifies the requirements for participating in the energy efficiency standards and labelling for ceiling fans covering 1200mm sweep.

1.2 The referred Indian Standard are IS 374 : 1979 (Specification for Ceiling Type fans and regulators) with all amendments, as applicable

2. Schedule of Tests:

2.1. Method of Tests:

The testing code and procedure shall be as per IS 374:1979 with all amendments, as applicable.

2.2 Parameters to be tested:

Parameters for initial, verification and challenge testing are the mandatory type tests listed under clause 10 of IS 374: 1979 and including all amendments as of date relevant to the determination of service value. These tests would generally include-

- Air delivery
- Fan speed & power input

3. Conditions of compliance:

The performance requirements will be in accordance with clause 8 of prevalent IS 374:1979.

For compliance with the requirements of this standard, the values of service factor & air delivery are as listed in table below for 1200mm sweep operating at rated voltage and rated frequency at full speed.

4. Star Rating Plan :

The star rating plan for ceiling fans is as follows:

Star Rating Index Calculation for Ceiling Fans

Star Rating Service Value for Ceiling Fans*

1 Star _ 3.2 to < 3.4

2 Star _ 3.4 to < 3.6

3 Star _ 3.6 to < 3.8

4 Star _ 3.8 to < 4.0

5 Star _ 4.0

***Where x is the base service value as per IS 374:1979. BEE has proposed a base service value of 3.2 at present and would upgrade it to higher value once the BIS value is finalised.**

***The BIS has proposed from the year 2010 the service value of 3.5.**

***All ceiling fans covered under this standard shall comply with minimum Air Delivery of 210 cu m/min.**

6. Tolerance limits:

The performance values are minimum values & shall subject to any tolerance as per IS 374.1979.

7. Sampling for check and challenge Testing:

The samples will be picked up by BEE or its designated agency for testing at the NABL accredited laboratory, two samples will be picked up at random from the retail outlet for the same.

8. Qualifications:

a) The products should conform to all the requirements of IS 374:1979 with all its amendments to participate in BEE labelling Program.

b) BIS mark licensing or Quality Certification such as ISO – 9000 and above should be required to participate in BEE labelling Program

9. Label content, manner of display:

The label design, manner of display & contents will be as per the Annexure-1

Annexure

LABEL DESIGN AND MANNER OF DISPLAY

3.1 PLACEMENT

All ceiling fans must display the label at the point of sale. The label shall be adhered to the nameplate affixed on the switch housing/switch cup. The BEE label shall be imprinted on the top left corner of the name plate. The relevant BIS mark on the top right corner of the nameplate, if applicable. For units not on display, the label may be attached to the exterior of the packaging having the same directions of display as mentioned above. The label may be attached to the unit when the unit is removed from its packaging or the label may be included as a part of the documentation given to the customer/user.

3.2 MATERIAL AND SHAPE

The label shall be of metal or any other non perishable material when used for nameplate on the switch housing / switch cup, if it is to be attached as a display on the exterior of the packaging then

the label may be displayed by printing on the casing or a self adhesive label, as applicable

3.4 SAMPLE LABEL

An example of a printed energy label for 4 star Ceiling Fan is shown in Figure 3.1.

Sample Picture of manner of affixing of Label:



The Label for 5 star rated EE Ceiling Fans will be as per BEE website

SCHEDULE - C

SCHEDULE OF TENDERER'S EXPERIENCE

Tenderer shall furnish here a list of similar orders executed/under execution by him to whom a reference may be made by purchaser in case he considers such a reference necessary.

Sr. No.	Name of client and description	Value of order	Period of supply and commissioning	Name and address to whom reference may be made
1	2	3	4	5

NAME OF FIRM

NAME & SIGNATURE OF TENDERER

DESIGNATION

DATE

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

QUESTIONNAIRE TO TENDER

ANNEXURE – ‘C’

(To be returned duly filled in and signed)

Sr. No.	Particulars	Comments of the Tenderer
1	PURCHASE OF TENDER: Please quote money receipt no. and date against which documents are purchased	Not Applicable
2	EARNEST MONEY DEPOSIT Whether Earnest Money Deposit as required has been paid by you and if so, indicate Money Receipt No. and Date	
3	S.S.I. Registration (a) Whether you are registered as Small Scale Industry to manufacture the material offered. (b) Please quote the authority with whom you are registered (c) Please quote your Registration No. and Date of Registration (d) Please quote the date upto which your Registration is valid (Please enclose the Photostat / Xerox Copy of your Valid SSI Registration Certificate duly sealed and signed. Please note that if the copy of valid SSI Registration Certificate is not received, you shall not be entitled for the concession applicable to SSI Units)	
4	REGIONAL DEVELOPMENT AUTHORITY ELIGIBILITY: (a) Whether you hold valid Eligibility Certificate of SICOM / Regional Development Authority / Implementing Agency under the package scheme of graded incentives. (b) Whether copy of SICOM / Regional Development Authority / Implementing Agency Eligibility Certificate is enclosed with your offer (c) Please indicate the developing region (B,C,D) where your unit is located or if you are a pioneer industry and also the date of commencement of commercial production, etc (d) Please confirm the date upto which your unit is eligible for purchase preference upto 33% as mentioned in Annexure ‘C-1’ at 5 (b)	
5	MARKETING ASSISTANCE AND PURCHASE PREFERENCE TO THE UNITS FROM MAHARASHTRA Please confirm you have read Clause No. XIX (A) & (B) of Instruction of Tenderer for Distribution Material of the tender documents and you are agreeable to the method of matching of prices prescribed therein and you shall give necessary	

	confirmation on or before prescribed date and time.	
6	<p>STATUS OF TENDERER:</p> <p>(a) Whether you are a Manufacturer /Authorised dealer</p> <p>(b) In case you are a Dealer, please indicate name and address of Manufacturer whose products you have offered. Also, enclose the details of Machinery and testing facilities available with your Manufacturer. (Separate sheets to be attached, if necessary)</p> <p>(c) In case bought out items form / constitute major portion of equipment / item offered, please furnish details of the products and their make.</p>	
7	<p>TYPE OF CONCERN:</p> <p>(a) Please indicate the type of Concern i.e whether proprietary, partnership, private limited or limited company</p> <p>(b) Please indicate locations of your factory and its full address</p> <p>(c) Please indicate full address for correspondence against this tender and against the contract, if awarded. Telegraphic address, telex, telephone nos, etc may be available be also indicated</p> <p>(d) Please give the name and full address of all the partners in case, yours is a partnership firm. Similarly, please indicate the name and full address of the Proprietors / Directors of your concern in case your concern is a proprietary, private limited or limited company</p> <p>(e) In case yours is a proprietary concern, please state that you have not participated against this tender in the name of other company of which you are the sole proprietor.</p>	

Sr. No.	Particulars	Comments of the Tenderer
8	NAME OF AGENT / REPRESENTATIVE: Not applicable	
9	I.S.I. LICENSE: (a) Whether you hold relevant ISI License to manufacture the goods as per ISI Specification and supply the same with ISI Mark (b) Please quote your ISI License No. (c) Please quote the date upto which ISI License is valid (d) Please confirm whether Xerox copy of ISI License is enclosed with the offer (Whenever the items are to be produced with ISI Mark)	
10	PAST PERFORMANCE: (a) Whether you have received from Maharashtra State Electricity Distribution Co. Ltd., any time any order / orders for the item offered by you and if so, please give order / orders no. details of execution of the same, pending supplies, etc. programme of your completion (b) Whether you have received any order / orders for the material offered from other Electricity Boards. Public Undertakings, Government Depts, etc and if so please furnish the order reference, value of the order, details of execution, pending supplies, etc	
Sr. No.	Particulars	Comments of the Tenderer
11	RELATIONS IN THE PURCHASER COMPANY: (i) Please intimate if you or your Agent have relations in the Company (ii) If yes, give full name and designation and address of the relation (s)	

12	<p>OTHER DETAILS: (Readable Xerox copies of the following documents (a) Factory License indicating validity (b) Registration with Directorate of Industries / DGS&D / NSIC, etc (c) Industrial License to manufacture the items offered (d) Assessed Capacity per month of the unit, quantitative and product mix with documentary evidence. (e) Turnover per Annum for the last 3 years duly certified by external chartered accountant</p>	
13	Mention the Type Test Report No. of the Item Offered	
14	Confirm Submitted Drawings of Item Offered	
15	Confirm Submitted Sample of Item Offered	