

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 SUBMITTED ONLINE 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 CHIEF ENGINEER (STORES)

INSTRUCTIONS TO THE TENDERERS

I. SCOPE OF WORK:

This tender is invited for the material as specified in Annexure 'B' / Price Bid and for supplies at various places in Maharashtra.

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 alongwith applicable rate of excise duty, Sales Tax / VAT. The F.O.R. destination price i.e. upto 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. The same shall be indicated against respective clauses of Annexure 'B' without any ambiguity.
- (ii) 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, so also 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 or on variable 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. PRICE VARIATION:

In case of offer which is called on price variation basis, the price variation shall be admissible as per the price variation formula specified in Annexure 'G' of this tender. No deviation shall be acceptable in the price variation formula. For any deviation, the offer shall be summarily rejected.

VI. DELIVERY:

- (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 despatch 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 WORKSWISE / SLAB BASIS:

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., ISI license, etc, for each of his offer, failing which, all such offers shall be rejected.

Tenderers 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.

Tenderers 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 tones or in numbers or in kilometers or in coils, the rate of delivery shall only 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.

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.
- (iii) 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 Annexure 'B' / Price Bid) 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. However the offered quantity for Distribution transformers and conductors shall be minimum 10%.

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.

X. FILLING IN OF 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:

Whenever a material is described by name of the particular brand or being offered on resale basis, the tenderer shall specifically disclose the name of the original supplier or the manufacturer in vendor registration form. 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 online duly filled in; attaching all the required documents, completed in all respects and should be digitally signed.

XV. 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.

XVI. 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 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.

The tenderer who sends the offer/sample by post should ensure superscribing the details of despatches of samples on the envelope containing their offer. .

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:

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

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 form.

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.

XIX (B) 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 rate is known only on the date of decision by the Competent Authority, hence 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' of the tender documents. The same should be submitted online on or before the due time and date of submission of Annexure 'C-1'. The confirmation shall be opened online on due time and date of opening of Annexure 'C-1'. Schedule for submission and opening of Annexure 'C-1' shall be communicated separately by e-mail and on the website. 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 on the date and time intimated subsequently in the presence of tenderers who chose to be present. 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.

Above confirmation for the quantity less than as indicated in Clause VIII (iii) of Instructions to the Tenderer 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 offer by matching rates 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.

XX. EARNEST MONEY DEPOSIT (EMD):

The tenderer should pay the Earnest Money @3% (Three Percent) of the offered value upto 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. 10,00,000/- (Rupees Ten Lakhs).

The earnest money shall be paid in Cash in the office of G.M. (F&A-SB), Prakashgad, Station Road, Bandra (E), Mumbai - 400 051 or by demand draft drawn on the scheduled bank in Mumbai in favor of MSEDCL, Mumbai. Reference to the tender no. should be given in case the EMD is paid in cash before the due date of the tender and the relevant deposit amount should be mentioned in the tender. 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.
- 4) The firm having a valid permanent bank guarantee of Rs. 10,00,000/- (Rupees Ten Lakhs) with the Purchaser.

The bank guarantee of the value of Rupees Ten Lakhs furnished to the Material Management Cell section will be valid only for the tenders initiated by the Material Management Cell section in respect of supply and supply cum supervision nature only. 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 have to be updated by editing the vendor registration details with due approval of the purchaser.

XXI. SIGNING OF THE TENDER DOCUMENTS:

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

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 EE (SM) 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.

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 online on or before due date and time of submission to the Purchaser at website.
- (b) It is advisable to submit the digitally signed offer sufficiently in advance of due date and time so as to avoid last minute trafficking at server. (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', 'E', 'G' shall not be acceptable.

The tenderer having digitally 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 despatch 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 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 despatched within the validity period.