

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

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

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

FOR CHIEF ENGINEER (M.M.CELL)

1.0 SCOPE OF WORK:

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

2.0 REQUIREMENT FROM TENDERERS:

2.1 The tenderer shall provide satisfactory evidence concerning that:

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

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

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

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

3.0 PRICE:

- a) The lumpsum price/unit rate prices quoted by the tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. design, engineering, (wherever applicable) manufacturer, packing and supply of the materials/equipment covered under these specifications and documents to the purchaser's stores / works site and commissioning (wherever applicable) shall be treated as the contract price. The tenderer shall quote the price per unit covering entire scope as stated above.
- b) The tenderer shall quote the price only on F.O.R. destination i.e. site or the store center of the Purchaser as the case may be inclusive of inclusive of Goods and Service Tax (GST for brevity) i.e. Integrated GST (IGST) for outside State / Central GST+ State GST (CGST+SGST) for with in State, risk in transit and freight prepaid along with the break-ups under each column as provided in Annexure-B. In case of any deviation in the manner of quoting prices on F.O.R. destination basis as stated above, the tender shall be rejected even though the offer of the tenderer is found to be lowest.
- c) The F.O.R. destination rate shall be quoted inclusive of IGST/(CGST+SGST). While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised. The same shall be indicated against respective clauses of Annexure 'B' without any ambiguity.
- d) It is imperative for the tenderer to indicate the amount of IGST/(CGST+SGST) 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.
- e) In case the IGST/(CGST+SGST) is not Payable partially / fully, the tenderer shall indicate the reasons thereof duly supported by documentary evidence.
- f) The Purchaser is registered under Goods and Service Tax Act and should comply with all the statutory compliance requirements of GST Law diligently.
- g) The person/entity should not have controlling stake in more than one entity applied for the tender/ bid. **Necessary certificate duly certified by chartered engineer/accountant to this effect shall be submitted along with the tender documents.**
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 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.

Further, if bidders found to be conflict of interest shall be disqualified A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:

- (a) Have controlling shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of a bid; or
 - (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the Employer regarding the bidding process.
- h) The tenderer shall quote prices in Indian Rupees only, although the material requires some imported components, if any. The tenderer shall arrange to import such material against his import license & Purchaser shall not be responsible for obtaining Import License or furnishing Essentiality certificate for import of such component of the custom duty payable on such material. The purchaser shall not be liable to pay custom duty or variation thereof including the variation on account of foreign exchange rate. The offers requiring the Purchaser to obtain Import License or to make payment of custom duty or any variation referred to above shall be rejected.
- (e) The tenderer should quote his prices in Annexure-B and also give the break-ups under the columns in Annexure-B as provided therein.
- (f) The prices to be quoted by the tenderer should take into account the credit available on input under the 'Input Tax Credit' scheme available under GST Law including such credit allowed on the stock available as on the appointed day of GST as per Transitional Provisions.

The tenderer should give a declaration that any input tax credit in respect of duties on inputs as admissible under GST 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 under the 'Input Tax Credit' scheme available under GST Law.

The tenderer should further agree to pass on such additional duties/taxes as input tax credit 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 under the 'Input Tax Credit' scheme available under GST Law by way of reduction of prices and advise the purchaser accordingly..

- (g) The tenderer shall be entitled to price variation as per the price variation formula as provided in Annexure-E. The offers containing any deviation in the price variation formula shall be summarily rejected.
- (h) Prices are acceptable only on F.O.R. destination basis inclusive of Goods and Service Tax (GST for brevity) i.e. Integrated GST (IGST) for outside State / Central GST+ State GST (CGST+SGST) for with in State, 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 IGST/(CGST+SGST)

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 IGST/(CGST+SGST). The F.O.R. destination price i.e. upto site or the Store Centre of the purchaser as the case may be inclusive of IGST/(CGST+SGST), risk in transit and freight prepaid will be programmatically calculated. While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised.

4.0 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%.

5.0 CLARIFICATION OF TENDER DOCUMENTS:

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

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

6.0 LOCAL CONDITIONS:

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

It shall be presumed by the Purchaser that all such factors, conditions etc. have been properly investigated and considered by the tenderer while submitting his tender. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser which are based on the lack of such clear information or its effect on the cost of the contract to the tenderer.

7.0 DISCLOSING THE NAME OF THE MANUFACTURER:

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

8.0 CONSTITUTION OF TENDERER:

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

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

9.0 EARNEST MONEY DEPOSIT (EMD):

The tenderer should pay the Earnest Money @1% (One Percent) of the Estimated Value of Tender.

The earnest money shall be paid online 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 by demand draft 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) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.

- 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.

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.

Exempted bidders should upload a latest valid certificate issued by any approved body of 'Ministry of Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) for EMD exemption.

10.0 EARNEST MONEY OF UNSUCCESSFUL TENDERER:

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

11.0 SUBMISSION OF SAMPLES:

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

12.0 SUBMISSION OF DRAWING & BILL OF MATERIAL:

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

The tenderer shall depute his representative immediately, either on hearing from the Purchaser for discussion on drawings or after receipt of Letter of Award. The formalities like submission of drawings, bill of material etc. and getting the same approved by the Purchaser, shall be completed by the successful tenderer within TEN WORKING DAYS from the date of Letter of Award of the contract. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the tenderer. Finalised drawings and bill of material will be attached to the A/T. The supplies against the contract shall conform to the approved detailed drawings and Bill of material along with detailed technical specifications. Please see modification to this clause in Section-III if any.

13.0 SIGNING OF THE TENDER DOCUMENTS:

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

14.0 TIMELY SUBMISSION OF OFFER:

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

15.0 SUBMISSION/SUPERSCRIBING OF THE TENDER DOCUMENTS: The offer is to be submitted as follows:

1) Online Submission:

[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.

The tenderer is requested to please make a note that in case of, the Price Bid (Part-II) is submitted instead of Techno-Commercial Bid in Part I or submitted Price Bid (Part-II) along with Techno-Commercial Bid in Part I , the offer shall be rejected.

[b] Price Bid (Part II)

This part shall contain only the Price Bid strictly in the prescribed format i.e. Annexure 'B'.

2) Offline Submission:

[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 later date. This date shall be intimated to such tenderers separately.

16.0 QUANTITIES OFFERED:

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

17.0 INFORMATION REQUIRED WITH TENDER:

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

18.0 OFFER OF MICRO & SMALL ENTERPRISES 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 and procurement of reserved items as per GoM G.R. dtd. 30-10-2015 amended upto date. 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.

Based on concession of Central Government's Micro & Small Enterprises office order dtd. 23-03-2012, 241 items are being kept reserved. As per above reservation of items 100 % reserved items to be purchased from Micro & Small Enterprises out of which 20 % reserved items to be purchased from S.C./S.T. enterprises. Reservation is applicable for a limited period unless & until re-examined. If Micro & Small Enterprises participated in the tender and the tendered item is not reserved then 20 % order with L-1 rate to be given to Micro & Small Enterprises and out of this 20 % , 4 % to be given to S.C./S.T. enterprises.

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

19.0 PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER:

The lowest acceptable rate will be the unit rate worked out without considering IGST/(CGST+SGST) as applicable and the same rate will be considered as applicable to the respective tenderer who has agreed to accept order at lowest acceptable rate.

- 1) If the lowest acceptable rate received against the tender is from a tenderer outside Maharashtra, then they shall be considered for order upto 50% of Purchaser's requirement and if 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 unit rates exclusive IGST/(CGST+SGST).

However, if industrial units located in Maharashtra are not agree to accept order at such lowest acceptable rate, then full supply order shall be placed on tenderers outside Maharashtra. The Purchaser reserves the right to distribute the quantity among Tenderers after matching their rates with the rate of lowest acceptable tenderer.

Further, it is to note if the bidder registered outside Maharashtra submitted offer and given address of Maharashtra will be considered as bidder from Maharashtra only if offered the rate with (CGST+SGST).

- 2) 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) 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) and 5(b) of Annexure 'C-1'.

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 5 % 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 5 % in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid tenderers within the range of 5 % 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 75% of requirement or any reasonable quantity subject to his capacity and capability with following restrictions:

Trial Order: - New firms, who have not supplied tendered item to any Government / Semi Government Utility or SEB, may be considered for trial orders limited up to 20 % of total requirement.

Restricted Order:-Firms which are new to Purchaser but have supplied tendered item to any Government / Semi Government Utility / SEB or the firms which have executed MSEDCL's one order, may be considered for restricted order up to 25% of the requirement.

Regular Order:-Firms who have satisfactorily executed MSEDCL's two orders for tendered items, may be considered for regular order.

If any balance quantity remained after allocation as mentioned above will be allocated amongst the bidders whose quoted price(s) are within 5% and have matched with Lowest Acceptable Tenderer, subject to their capacities.

Further quantity allocation in following events to be done as under:-

If matching rate offer is not available, 100% quantity will be allotted to L-1 bidder provided he is regular supplier and have capacity to supply total quantity. If L-1 bidder is new or semi regular then after allocation of quantity as per quantity allocation criteria, balance quantity will be allotted to offers available with matching rate who have quoted above the range of 5% in comparison with the lowest acceptable rates.

In case L-1 offer is either from new/semi regular supplier and only 1 matching rate offer from regular supplier is available then quantities will be allocated as per quantity allocation to new/semi regular supplier. The remaining quantities will be allotted to regular supplier.

In case L-1 offer is either from new/semi regular supplier and only 1 matching rate offer from new/semi regular supplier is available then quantities will be allocated as per quantity allocation to new/ semi regular supplier. The balance quantity will be allotted to offers available with matching rate who have quoted above the range of 5% in comparison with the lowest acceptable rates.

It is summarized as Wherever, only one offer of Regular supplier is available at L-1 or at matched price, after allotting quantity to new/ semi regular supplier if any, all remaining quantities shall be allotted to Regular Supplier.

20.0 DELIVERY OF THE EQUIPMENT/S:

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

21.0 PRINTED TERMS OF THE TENDERER:

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

22.0 FILLING IN OF QUESTIONNAIRE:

Tenderer is requested to ensure that the comments against each and every item/ clause of Annexure / Section / Questionnaire shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item / clause is not applicable, the words "Not Applicable" shall be written against it.

23.0 MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

24.0 LANGUAGE OF THE TENDER:

The tender filled in by the tenderer and all correspondance & documents relating to the tender exchanged between the tenderer and Purchaser shall be written in English language.

Any document furnished alongwith the tender in a local vernacular language shall be accompanied with the English translation.

25.0 AMMENDMENT OF THE TENDER:

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

26.0 DISREGARD OF TENDER CONDITIONS:

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

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

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

27.0 EXAMINATION OF TENDERS:

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

28.0 POLICY FOR TENDERS UNDER CONSIDERATION:

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

29.0 ACCEPTANCE OF TENDER:

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

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

30.1 AMBIGUITY IN QUOTATION OR DEVIATIONS:

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

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

31.0 WITHDRAWAL OF INVITATION OF TENDER:

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

32.0 NAME OF AGENT / REPRESENTATIVE:

The digital certificate shall be in the name of 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 shall be used. The registered vendors are requested to check the validity of digital signature and prior to the expiry date & they are requested to get their Digital signature key validated before expiry of the same. MSEDCL shall not be responsible for Non-submission of any of the Bids (Techno Commercial Bid, Deviation Bid, Price Bid, Annexure-C-1) by vendors due to expired/Invalid Digital signature. All vendors are requested to opt for class-III digital certificate from any of the certifying authority licensed from controller of certifying authorities (CCA) mentioned in certificate link(for registered vendor) & get digital certificate link (for new vendor) . You may please visit their center nearest to you or website or call on any of their phone numbers for new class-III digital signing certificate.

The registered vendors are requested to update their vendor registration details & documents from time to time and get the approval of the MSEDCL authority accordingly after verification of original documents.

The tenderer is responsible for all the contractual liabilities and responsibilities thereof.

In case the tenderer authorizes 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.

33.0 NOTIFICATION OF AWARD OF CONTRACT:

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

34.0 VALIDITY OF THE TENDER:

The tenderer shall keep the offer valid for acceptance upto and including last date of calendar month, covering the date of completion of 120 days (one hundred and Twenty days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The tenderer shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

35.0 PROCEDURE FOR SUBMISSION OF TENDER

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

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

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

36.0 The Policy & Procedure for Debaring of Agency from Business Dealings with MSEDCL is as per Section-IV in order to ensure participation of reliable and honest bidders / contractors / vendors, etc. and forms the parts of tender document.

The bidder shall submit the declaration along with the bid as below:

- a) The business dealings with the agency have not been debarred by any Ministry of GoI / GoM / State owned electricity distribution utility and still in force.
- b) The Directors, Proprietors, Partners, Employee(s) or owner of the agency have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

37.0 CORRUPT OR FRAUDULENT PRACTICES:

The Maharashtra State Electricity Distribution Company Ltd. and the State require that bidders/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL:

(a) defines for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they

are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MSEDCL contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL contract.

38.0 INFLUENCE:

Any efforts by the bidders to influence the owner during evaluation process before order placement will be rejected. Similarly deviation in the term of payments, penalty, security deposit, delivery period will be treated as non-responsive quotation / offer and will not be considered for evaluation /order placement.

Bidder shall submit the undertaking certifying that they have not approached any one for undue influence.

39.0 TENDER FEES EXEMPTION:

Tenderers from the following categories are exempted from payment of Tender fees:

- 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) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.
- 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.

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.

The tender fee paid against the particular tender shall not be refunded /transferred /adjusted at all.

40.0 PRE-BID MEETING :

- 1) The bidder or its official representative is invited to attend pre-bid meeting(s) which will take place at the place, date and time designated in the Bidding Data.
- 2) The purpose of the pre-bid meeting(s) will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the Conditions of Contract (including payment terms and conditions), the technical features of the project, and to clarify issues and to answer questions on any matter that may be raised by the bidders.
- 3) The bidder is advised to visit the Site and study the bid document thoroughly, and is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the pre-bid meeting.
- 4) Minutes of the meetings, including the text of the questions raised and the responses given, will be transmitted without delay to all the prospective bidders through the website cpal.mahadiscom.in/www.mahadiscom.com. Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.
- 5) Non attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Nevertheless, senior representatives of the bidders are strongly encouraged to participate in the pre-bid meeting to help ensure that they fully understand the key concerns of the Employer and the Employer's requirements.

41.0 CLARIFICATION ON DEVIATIONS:

The purchaser, if necessary, shall obtain clarifications on deviations by requesting for such information from any or all the tenderers in writing, as may be necessary.

The same should be submitted online on or before the due time and date of submission of Deviation Bid. The clarification shall be opened online on due time and date of opening of Deviation Bid.

The Schedule for submission and opening of Deviation Bid shall be communicated by auto generated e-mail of the e-tender website cpal.mahadiscom.in.

42.0 E-REVERSE AUCTION: (Where ever Applicable)

E-Reverse Auction shall be conducted for finalization of contract, order shall be placed on overall lowest tender basis. For the reverse auction, technically and commercially acceptable tenderers and whose price bids have been opened only shall be eligible to participate.