

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		04-07-2022 06:39:16
Tender Code	MMD/T-LTM-08/0722	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Portable Inflatable Metal Halide Emergency Lamp	
Estimated Cost (In Lakhs)	677	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	4	
Tender on rate contract basis	NO	
Tender Fee (In INR)	10000	
GST In INR (@18% on Tender Fee: SAC No.	1800	
Total Tender Fee Amount including GST in INR.	11800	
Contact	Mrs Varsha L Karande , 9819819720 ,cemmcmsedcl@gmail.com	
Pre-Qualifying Req	As per tender document CI-No-II of Instructions To Bidder	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Material Management Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	OFFICE OF THE CHIEF ENGINEER, Maharashtra State Electricity Distribution Co. Ltd. Material Management Department, Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg, Bandra (E),Mumbai-400051	
Bid Opening Address	OFFICE OF THE CHIEF ENGINEER, Maharashtra State Electricity Distribution Co. Ltd. Material Management Department, Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg, Bandra (E),Mumbai-400051	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	20	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	04-07-2022 19:00	
Tender Sale End Date	19-07-2022 13:00	

Bid Start Date	04-07-2022 19:05
Bid End Date	19-07-2022 15:00
Pre-Bid Meeting Date	08-07-2022 17:00
Techno-Commercial Bid opening on	19-07-2022 15:30
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	Will be declared later
Winner Selection Date	Will be declared later



MATERIAL MANAGEMENT DEPARTMENT
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
Tender No. MMD/T-LTM-08 /0722

BID NOTICE

The Chief Engineer, Material Management Department (MMD), on behalf of Maharashtra State Electricity Distribution Company Limited (the Purchaser), hereby invites sealed bids from eligible bidders for procurement of Portable Inflatable Metal Halide Emergency Lamp. Entire bidding document is available online on <https://etender.mahadiscom.in/eatApp/as> per date indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via MSEDCL's website. Prospective bidders are therefore requested to regularly check the website for any updates.

Tender No. MMD/T-LTM-08/0722

Estimated Tender Cost: Rs. 677.00 Lakhs (with GST)

Tender Fee: Rs. 10,000.00 + 18% GST

The bidder should submit non-refundable Bid Fee of Rs. 10,000.00 + 18% GST paid through online payment only, prior to the dead line for submission of bids as per the procedure laid by the MSEDCL.

Earnest Money Deposit: The bid must be accompanied with EMD @0.5% (half percent) value of the estimated cost for offered quantity of the tender in the form of BG as per the Annexure-M enclosed with tender documents having validity of 120 days from opening of tender. Interest shall not be allowed on EMD.

The scanned copy of the online payment receipt / Demand Drafts / BG should be uploaded (in e-tendering) and the Demand Drafts/BGs should be submitted to this office on or before submission date and time.

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	04/07 /2022
End Sale of Bid Document	19/07/2022 at 13:00 Hrs
Date and time of submission of Bids	19/07/2022 at 15:00 Hrs
Date and time of Bid Opening	19/07/2022 at 15:30 Hrs
Date and time of Pre bid meeting	08/07/2022 at 17:00 Hrs. (Online Link meet.google.com/jns-ebyd-bbr)

THE CHIEF ENGINEER
Maharashtra State Electricity Distribution Co. Ltd.
Material Management Department,
Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,
Bandra(E), Mumbai-400051.
E-mail- cemmcmedcl@mahadiscom.in/cemmcmedcl@gmail.com

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR

**Procurement of Portable Inflatable Metal
Halide Emergency Lamp**

Tender No: **MMD/T-LTM-08/0722**



**OFFICE OF THE CHIEF ENGINEER,
Maharashtra State Electricity Distribution Co. Ltd.
Material Management Department,
Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,
Bandra (E), Mumbai - 400 051.
E-mail- cemmcmsedcl@mahadiscom.in
cemmcmsedcl@gmail.com**

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SECTION-I**INVITATION TO TENDER AND INSTRUCTION TO BIDDERS****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 bidder can login at the specified time and date of opening of the tender, if he desires so.

The bidder 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.

The modifications made to the terms & conditions shall applicable to this tender only.

FOR CHIEF ENGINEER (M.M.DEPARTMENT)

INSTRUCTIONS TO THE BIDDERS

I SCOPE OF WORK:

The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, packing and supply of Portable Inflatable Metal Halide Emergency Lamp as specified in Annexure-D / Technical Specifications, at various destination sites / stores Centers of the Purchaser in Maharashtra. The quantity for procurement is as below.

Item No.	Item Description	Quantity Required in Nos.	Estimated cost of Tender including GST (in Rs. Lakh)
1	Portable Inflatable Metal Halide Emergency Lamp	300	677.00

The Actual Quantity of the of Portable Inflatable Metal Halide Emergency Lamp that will be procured may vary depending upon the site requirement. The Quantity mentioned as above against various capacities can undergo change. However, the Minimum Assured Quantity for procurement shall be 50% of the total tendered quantity as mentioned above.

The list of various destination sites / stores centers of the Purchaser is enclosed as Annexure K.

II Qualifying Requirements:

1. Original Equipment Manufacturer:-The bidder shall be an Original Equipment Manufacturer (OEM).
2. Experience: The bidder should have experience in Design, Manufacture, Testing at work and supply of material i.e. Portable Inflatable metal halide emergency lamp for 3 years up to the preceding financial year to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking and should have executed one order of 30% of tender quantity for offered item during last three financial years (i.e. 2018-19, 2019-20 & 2020-21) OR two orders each of 15% of tender quantity for offered item during last three financial years (i.e. 2018-19, 2019-20 & 2020-21) OR three orders each of 10% of tender quantity for offered item during last three financial years (i.e. 2018-19, 2019-20 & 2020-21). The bidder should submit the order completion certificate of the utility for offered item only.
3. The equipment offered shall be fully tested from accredited national / international test labs. In case the type and design of the equipment offered has already been tested in an accredited test laboratory, the bidder shall furnish one set of the test reports along with the offer, where ever applicable. Certificate of accreditation of the laboratory where tests have been conducted shall be submitted along with the offer. These tests must not have been conducted earlier than five years from the date of opening of the bids.
4. Average Annual Turnover – The Average annual turnover of last three financial years of the bidder shall be 30% of the offered value. The bidder has to submit the annual turnover certificate of the company of last three financial years (i.e. 2018-19, 2019-20 & 2020-21).

5. The bidder should have in-house testing facilities for conducting acceptance & routine tests in accordance with the technical specifications amended up to date.
6. The bidder shall have ISO certification for quality management system & environmental management system.
7. The bidders are required to submit 1 no. of sample of tender item & all necessary accessories before submission of bid. The sample & all necessary accessories as per technical specification shall be submitted free of cost to the E.E.(St.)/ Add.E.E.(St.), MSEDCCL, Common stores, Airoli at Airoli (Contact Mobile No.-8879655562) 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.
Joint inspection of Sample will be carried out in presence of respective manufacturer's representative and MSEDCCL representative.
8. Following Documents should be submitted by the bidder along with the bid.
 - (a) Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant for preceding three financial years.
 - (b) Copies of orders executed by the bidder, and the Certificate from the purchaser with regards to successful execution of the order for preceding three financial years.
 - (c) List of orders in hand.
 - (d) Documentary evidence (for e.g. MSE/NSIC Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
 - (e) List of in house manufacturing and testing facilities as well as quality control set up.
 - (f) Certificate from Chartered Accountant for not having controlling stake in more than one entity as per clause no VII.
 - (g) Test certificates from accredited national/international test labs conducted within last 5 years.
 - (h) Annexure-E Consent for supplying material as per MSEDCCL's standard technical specifications if not filled the online GTP.

III PRICES:

- (i) 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 within 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 bidder's offer may be lowest. The bidder shall quote Ex-Works Price and element of freight and insurance along with applicable rate of IGST/(CGST+SGST). 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 IGST/(CGST+SGST), risk in transit and freight will be programmatically calculated. While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised.

- (ii) For each of the items quoted, bidder shall specify offered quantity. However, the offered quantity shall not be less than 20% of the advertised quantity (Advertised quantity means the quantity required as indicated in Annexure 'B' / Price Bid) so as to deliver the said quantity within the delivery requirement of the Purchaser as indicated in the tender documents.

IV TAXES:

- (i) The Purchaser shall be registered under Goods and Service Tax Act and should comply with all the statutory compliance requirements of GST Law diligently.
- (ii) It is imperative for the bidder 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 X of tender form.
- (iii) After awarding the contract, the supplier shall not charge any additional amount towards GST; during the currency of contract except statutory variation by Central / State Government in normal (full) rate of integrated GST. In case the GST is decreased than the rate indicated in the price bid, the benefits of the reduction in the GST shall be passed on to the purchaser. The increase in the GST rate due to increase in turnover during the contractual delivery period shall not be charged to the purchaser.
- (iv) Necessary documentary evidence for the GST claimed shall be submitted along with the bills.

V BASIS OF PRICES:

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

VI PRICE VARIATION: (NOT APPLICABLE FOR THIS TENDER)

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.

No deviation shall be acceptable in the price variation formula. For any deviation, the offer shall be summarily rejected.

In case supplies are effected within the delivery period of lot, the "date of delivery" for PV purpose is the date on which the material is notified as being ready for inspection or actual date of receipt of material at stores whichever is less.

In case, supplies are effected after delivery period of lot, but within contractual period the date of delivery for PV purpose would be the date on which the material is ready for inspection or delivery date of lot or actual date of supply on which the PV is less.

For quantity supplied beyond contractual delivery period negative price variation and statutory variations shall be applicable. However, the positive price variation and

statutory variations for quantity supplied beyond contractual delivery period shall not be allowed except where such delay in delivery is attributed to MSEDCL.

VII DELIVERY:

- (i) Bidder is requested to quote delivery F.O.R. DESTINATION only & 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.
- (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 bidder. The Purchaser will also have the liberty of modifying the size mix for the purpose of delivery, 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.
- (v) The scheduled delivery period is 4 months from the letter of award will be as below;
 Commencement Period (CM): Min. 20% of offered quantity within 2 months from the date of LOA.
 Completion Period (CP) : Balance offered quantity in 2 or less months in equated lots.
- (vi) MSEDCL may issue dispatch instructions as per requirement. The quantity demanded per consignee may be less than or equal to monthly lot specified in contract. Wherever as per demand, if the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity; the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- (vii) MSEDCL may instruct the supplier to withhold entire or part of monthly supply of material for a specified period by giving two months advance instruction.
- (viii) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

The bidder is advised to get their type tests & drawing approval immediately after placement of LoA so that the material is received by the purchaser well within the committed delivery period. If there is any delay in delivery of material as per schedule, the undelivered quantity as per schedule can be diverted to other good performing bidder.

VIII OFFERING THE MATERIAL:

- (A) The bidder may offer the material as per MSEDCL standard technical specifications as per Annexure-D. In case the material is being offered as per MSEDCL Standard Technical Specifications, the bidder does not have to fill the entire guaranteed technical particular (GTP). The bidder shall only submit the consent in this regard as given in Annexure-E and submit the type test reports & drawings for approval of MSEDCL. However; the bidders, who do not want to offer the material as per MSEDCL Standard Technical Specifications and have deviations in lieu of Indian Standards, will have to fill the entire GTP.
- (B) The person / entity should not have controlling stake in more than one entity applied for the tender / bid. **Necessary certificate duly certified by Chartered Accountant to this effect shall be submitted along with the tender documents.**
- (C) Factory address, from which the bidder intends to supply the material against the tender, shall be as indicated in the latest approved online vendor registration form on e-tendering through which the vendor is submitting the offer.
- (D) The bidder shall offer the rates, taxes as applicable for the factory location indicated in his latest approved online vendor registration form on e-tendering through which he is submitting his offer.

IX CONFLICT OF INTEREST

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 director in direct 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 the bidder in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the purchaser regarding the bidding process.

Bidders found to be in conflict of interest, shall be disqualified.

X QUOTATION:

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

XI AMBIGUITY IN QUOTATION:

The bidder is requested to please make a note that in case of ambiguous terms in respect of offered quantity in Annexure- B and schedule 'C', F.O.R. condition, GST, basis of price (i.e. firm / variable) or if the blanks are left out in the offer, the item / tender shall be rejected.

XII FILLING IN OF ANNEXURE:

The bidder is requested to ensure that the comments against each and every item/clause of Annexure 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.)" check box shall be selected.

XIII ADDITIONS/ALTERATIONS PROHIBITED:

The bidder 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 check box 'Not quoted' against each of the item in Annexure 'B' / Price Bid.

XIV B.I.S. LICENCE AND BEE CERTIFICATE : (NOT APPLICABLE FOR THIS TENDER)

A scanned copy of valid BIS License (full Copy) & BEE certifications for offered items ratings duly sealed & signed must be uploaded and submitted along with offer, failing which, the offer shall be rejected.

In case the validity of the BIS license is expiring before date of submission of tender, necessary documentary proof of having applied for renewal of validity of the BIS license must be uploaded while submitting the bid. The renewed copy of the BIS License shall be submitted before commencement of supply.

However, valid BIS license scan copy of offered material must be submitted by the qualifying bidders before commencement of supply, failing which their order will be cancelled with financial liability on supplier.

XV 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.

XVI SUBMISSION OF DRAWING & BILL OF MATERIAL:

The bidder 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 bid shall not be considered for evaluation of the offer but the drawings and bill of material of the successful bidder shall be scrutinized when the Purchaser decides to accept such bid. It may, however, be noted that Purchaser's action of evaluation of the tendered bid would not mean approval of the drawings and bill of material submitted along with the tender bid.

The bidder shall depute his authorized 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 bidder within TEN DAYS from the date of Letter of Award of the contract. The approval to drawings complete in all respects mentioned in technical specifications (Annexure-D) will be accorded within SEVEN working days thereafter. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the bidder. The supplies against the contract shall conform to the approved detailed drawings / bill of material and the detailed technical specifications.

XVII NAME OF AUTHORIZED REPRESENTATIVE:

The digital certificate shall be in the name of person authorized by the firm. 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 bidder to revoke this certificate and obtain the fresh certificate. While submitting the bids online only valid digital certificate shall be used. The 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.

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

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

XVIII (A) OFFER OF MICRO & SMALL ENTERPRISES AND OTHER UNITS:

The bidder 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 up to date. These benefits shall be available only to those items approved during the registration process and subsequent updates in registration up to 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.

(B) PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE BIDDER

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 bidder who has agreed to accept order at lowest acceptable rate.

- 1) If the lowest acceptable rate received against the tender is from a bidder outside Maharashtra, then they shall be considered for order up to 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 up to 50% of Purchaser's requirement by matching their rates with lowest acceptable unit rates exclusive of 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 bidders outside Maharashtra. The Purchaser reserves the right to distribute the quantity among Bidders after matching their rates with the rate of lowest acceptable bidder.

- 2) The bidders 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 bidders shall be considered for the order by matching their rates with the rate of lowest acceptable bidder after allocating reasonable quantities first to the industrial units of Maharashtra eligible under Clause 1(a) and 1(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 bidders, the bidders, 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 bidders who chose to be present. Provided, however, that the Annexure 'C-1' of the bidders, who have quoted above the range of 5% in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid bidders 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 bidders.

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

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 bidder shall be forfeited.

The lowest acceptable tenderer would be considered for awarding order for quantity subject to his capacity and capability as under.

Trial Order: Minimum 10% but limited up to 20% of tendered quantity.

Regular Order: Minimum 40% of tendered quantity.

Any balance quantity remained after allocation as mentioned above, will be allocated amongst the one or more bidders who have matched with Lowest Acceptable Tenderer, subject to their capacities and restricted to maximum 3 bidders over L-1.

Wherein

Trial order means the firm who have not supplied tender item to any Government / Semi-Government Electricity Dist. Utility / SEB or MSEDCL during preceding five years. &

Regular order: The firm who have supplied minimum two orders of tender items to any Government / Semi-Government electricity Dist. Utility / SEBs or MSEDCL during preceding five years.

If matching rate offer is not available, 100% quantity will be allotted to L-1 bidder subject to capacity & capability to supply total quantity.

However, if the above conditions are not getting fulfilled in tender, then quantity allocation will be at the sole discretion of MSEDCL.

XIX EARNEST MONEY DEPOSIT (EMD):

The bidder should pay the Earnest Money of 0.5% (half percent) value of the estimated cost for offered quantity of the tender in the form of BG as per the Annexure-M enclosed with tender documents having validity of 120 days from opening of tender. Interest shall not be allowed on EMD. EMD shall be forfeited (i) in case the bidder withdraws the tender / offer during the validity period (ii) in case the bidder fails to pay the performance deposit if the contract is awarded.

However, bidders 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 bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate for the items mentioned in their permanent 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 up to 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.

XX 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.

XXI SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows.

(a) **Online Submission:**

- (i) 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 bidder 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.

- (ii) Price Bid (Part-II)

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

(b) Off line Submission:

Physical submission of documents (Part-III) – Not mandatory.

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 (LTM) in the office of Chief Engineer, Material Management Department in sealed envelope on or before due date & time of submission.

METHOD OF SUBMISSION OF PART-III AND THEIR OPENING:

This envelope shall be individually sealed and shall be superscribed with the name and address of bidders 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 as prescribed.

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

XXII TIMELY SUBMISSION OF OFFER:

- (a) The bid 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 congestion of network / 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.

XXIII PURCHASERS RIGHT:

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

The Purchaser reserves the right to make any changes in terms & condition at any stage of the process without assigning any reason whatsoever.

XXIV 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' and schedule 'C' shall not be acceptable.

The bidder having digitally signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated annexure 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.

XXV PROHIBITION FOR POST TENDER CORRESPONDENCE:

The Bidder 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.

The Bidder should also note that no correspondence shall be entertained or considered after the placement of LoA/AT unless otherwise sought by the Purchaser.

XXVI RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY:

The Purchaser reserves the right to order out / procure any quantity in excess of the offered quantity with change in delivery period with mutual consent. The quantity specified may be for dispatch to one destination or several places.

XXVII 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 bidder 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.

XXVIII 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 or by E-mail to the successful bidder by the Purchaser. It could also be made by e-mail or by Fax to be confirmed in writing by registered post to the successful bidder by the Purchaser.

Acceptance of the same to be conveyed within 3 working days by the supplier.

XXIX EARNEST MONEY OF UNSUCCESSFUL BIDDER:

Earnest money deposit will be returned to the unsuccessful bidder by RTGS within 7 (seven) working days 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, Prof. A.K. Marg, Bandra (East), Mumbai-400051. Earnest money deposit in the form of BG will be returned to the unsuccessful bidder within 7 (seven) working days by Chief Engineer, Material Management Department after the tender has been decided.

XXX VALIDITY OF OFFERS:

The bidder shall keep the offer valid for acceptance up to 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 bidder shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

XXXI DECLARATION FROM BIDDER:

In order to ensure participation of reliable and honest bidders / contractors / vendors, etc. the bidder shall submit the declaration along with the bid in Annexure-I.

XXXII 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.

XXXIII 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, performance 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.

XXXIV TENDER FEES EXEMPTION:

Tender fee to be paid at the time of uploading / online submission of the tender. Bidders 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 bidder 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 up to the date of submission of this tender.

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

XXXV 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 E-mail, to reach the Employer not later than one week before the pre-bid meeting.

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 <https://etender.mahadiscom.in/eatApp/>. Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.

- 4) 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.

XXXVI CLARIFICATION ON DEVIATIONS:

The purchaser, if necessary, shall obtain clarifications on deviations within 1 or 2 working days by requesting for such information from any or all the bidders 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.

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 up to the date mentioned in tender details and shall be bound by communication of acceptance dispatched within the validity period.

Seal & Signature of bidder

(SECTION II)**ANNEXURE 'A'****CONDITIONS OF TENDER AND SUPPLY****1) EFFECT OF CONTRACT:**

The contract shall be considered as having come in to force and shall be in operation for a period of 4 months from the date of Notification of Award. The bidder whose offer is accepted is hereinafter called "the supplier".

2) QUALITY OF SUPPLIES:

All materials supplied shall be strictly as per specification laid down by MSEDCL and in accordance with the approved standard Guaranteed Technical Particulars (GTP), drawings and type test reports.

3) 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.

4) ACCEPTANCE OF SUPPLIES / INSPECTION:

- i) The supplier shall normally offer at a time, the entire quantity required to be delivered every month as per the delivery schedule indicated at Annexure 'B' of A/T for the purpose of inspection by the Purchaser.

Time being the essence of contract; the supplier shall strictly maintain the monthly delivery schedule.

- ii) 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 quantity, shall have to be given to the Executive Engineer / or the representative authorized by the Purchaser before dispatch so as to reach him 10 working days in advance, failing which, the supplier shall be responsible for delay in delivery on account of inspection.

The intimation in the prescribed proforma (Inspection call) shall be forwarded on MSEDCL Material Inspection Portal i.e. <https://mip.mahadiscom.in/InspectionPortal/>. Inspection calls sent via any other media will not be entertained and the supplier will be responsible for delay in delivery on account of inspection.

On receipt of such intimation, the materials shall be inspected within 10 working 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 30 days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof so that material should be reached at the respective consignee within scheduled delivery period.

After this period of 30 days, the validity of this inspection approval letter will lapse. If the material is not reached within scheduled delivery period to respective consignees, the approval of purchaser is to be sought by the supplier for revalidation of inspection approval letter at the sole discretion of MSEDCL.

For quantity supplied beyond contractual delivery period, negative price variation and statutory variations shall be applicable. However, the positive price variation and statutory variations for quantity supplied beyond contractual delivery period shall not be allowed unless the delayed delivery is attributed to MSEDCL.

- iii) The supplier shall notify the names of the consignees as per DI, to whom the inspected lot would be dispatched. The supplier shall get the copies of inspection approval letter together with witness certificate duly signed by the concerned Inspecting Officer 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. The inspection report shall be filled in online on the same day by the Inspector from the site on MSEDCL web portal after the inspection.
- iv) Factory address, from which the bidder has to supply the material, shall be as indicated in the latest approved on line vendor registration form on e-tendering through which the bidder has submitted the offer.
- v) The supplier shall offer inspection call intimation of readiness of material as per the monthly schedule only. 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.
- vi) The supplier shall submit the test certificates / reports from any NABL approved laboratory or the 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.
- vii) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment / materials. Testing equipment's shall be arranged by the supplier.
- viii) MSEDCL may issue the dispatch instructions (DI) to deliver the ordered quantity to the bidders in Maharashtra within same districts of factory location of the supplier. However, it will not be binding on the MSEDCL; supplier has to deliver the material in other districts as per MSEDCL requirement. Further outside Maharashtra bidders have to deliver the material as per MSEDCL requirement to the designated consignee.
- ix) MSEDCL on its sole discretion may get material inspected and tested by third party NABL lab.

5) 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.

6) RIGHT TO REVISE DESPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES:

- i) The Purchaser reserves its right to revise the dispatch instructions issued along with 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 up to 60% of the agreed lot or by increasing the same up to 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.

7) WAGON LOADS / TRUCK LOADS:

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

8) 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 in first half so as to arrange their unloading during office hours, failing which, the Purchaser shall not be liable for delay in unloading and for inconvenience caused to the transport contractor in the form of detention etc. Unloading at stores will be arranged by the consignee.

9) DESPATCH INTIMATION:

The supplier shall inform by e-mail to the consignee details of dispatch along with e-way bill receipt in hard & soft format 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 on cemmcmedcl@mahadiscom.in or cemmcmedcl@gmail.com.

10) BILL OF MATERIALS:(wherever applicable)

The supplier shall furnish bill of materials for each type of equipment / material offered which should be consistent with the drawing, specification and guaranteed technical particulars. The copies of the bill of materials should always be enclosed along with 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.

11) 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, soft copy of the packing list should be sent to all the consignees and hard copy to G.M. (F&A-SB) should be enclosed with the bills along with other documents.

12) 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 the supplier with all necessary documents for settlement of the same with carriers at the supplier's end. The transit damages / shortages / losses reported by the consignee shall be repaired / replaced by the supplier duly inspected, free of cost, within one month from the date of such intimation of breakages / shortages / losses without waiting for settlement of the claims from carrier or insurance co. etc.

However, rectification of minor defects at store locations are allowed for following minor defects only. (Nut bolt tightening etc.)

13) REPLACEMENT OF REJECTED MATERIALS:

If, on inspection at the final destination, the Purchaser discovers any loss in the materials supplied or that they are received in damaged condition or that in the opinion of the Purchaser, they are not of the contracted quality or specification, the Purchaser shall be entitled (notwithstanding that the property in the materials shall have passed on to the Purchaser) to refuse to accept or reject the materials altogether and claim damages or cancel the contract and buy its requirements from any of its suppliers stipulating earliest possible delivery and in accordance with its tender system against the supplier and recover the damages if any, from the supplier from any outstanding sums that may be due to the supplier from the Purchaser against this contract or against any of the contract entered into with the supplier, without prejudice to other rights and remedies available to it in law and reserving always to itself the right to forfeit the performance deposit placed by the supplier for the due fulfillment of the contract.

In case the stores / materials are found not in accordance with the prescribed specifications and / or the approved sample, the same will be rejected and the supplier shall replace the rejected stores / materials free of cost within one month from the date of intimation. The replacement of goods shall also have to be got inspected as per inspection clause. Further if the stores / equipment supplied becomes incomplete on account of either rejection or short supply of its components, the complete cost of the stores / equipment shall be recovered from supplier's bills without notice.

14) TOLERANCE IN QUANTITY TO BE SUPPLIED:

Variation in quantity to be supplied against confirmed order shall be permissible upto FIVE PERCENT PER ITEM PER CONSIGNEE limited up to order quantity.

15) MATERIAL DESPATCHED AND PROGRAMME:

A statement as under indicating dispatches effected during every month shall be furnished to this office along with the programme of manufacturing / dispatches during the following two months. In the event of no dispatch, the statement shall contain nil information.

MONTHLY STATEMENT:

- I. Name of Supplier:
- II. Reporting Month:

Sr. No.	A/T No.	Material	Item No. as Per A/T	Consignee	RR / LR Delivery Challan No. With date	Date of Actual Receipt of Material	Qty. Dispatched Between 26 th of Preceding Month and 25 th of the Reporting month	Programme of supply during the next 2 months
1	2	3	4	5	6	7	8	9

Consolidated details of the above information shall be furnished to office of the Chief Engineer (M.M. Dept.) 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.

16) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:

On receipt of material at destination of consignee as per DI, Additional Executive Engineer (MM DEPT.) of respective store should ensure the receipt of material in good & healthy condition. While receiving the material, store in charge should ensure the receipt of material as per Dispatch Instructions issued by MM Dept. Further, the store in charge should ensure the receipt of original & scan copies of following documents:

- a) Tax invoice.
- b) Detailed packing list.
- c) Bill of Material.
- d) Delivery challan.
- e) E-way bill receipt.
- f) Dispatch document (RR/LR).

On confirmation & validity of above documents, store in charge will generate Provisional SR Note through ERP system immediately for receipt of material at stores thereof.

Where required by the Purchaser, the successful bidder must send the operation and maintenance manuals, test 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.

After satisfactory verification of the received material, the store in charge will generate final SR note through ERP system within 7 working days from receipt of material at stores.

17) PAYMENT OF BILLS:

(a) Terms of payment:

- a. The Bidder shall be paid 100% payment within 60 days from the date of receipt of material in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- b. 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 within 45 days from the date of receipt of material at Consignee Store in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within 45 days from date of submission of invoice along with requisite documents after the delivery of entire lot. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
- d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, 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 to facilitate payment with a copy to the Chief Engineer of respective Zone.
 - (i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.
 - (ii) Supplementary Invoice / Bill for price variation claim if applicable with the relevant documents in support of P.V. claim.
 - (iii) Inspection and Test Certificate approval.
 - (iv) E Way Bill
 - (v) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.
 - (vi) Packing list.
 - (vii) Approved Bill of Material.
 - (viii) Certificate of having dispatched Operation & Maintenance Manual, copies of Test Certificates and approved drawings / Bill of Material to consignees wherever applicable.

The supplier shall forward the original R.R. / L.R. direct to the consignee along with relevant documents. The original bill shall be forwarded to The G.M. (F&A-SB), MSEDC, Prakashgad, Bandra (E) and marked ORIGINAL. The bill should indicate the GST registration no. and date held by him under the GST Law. 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 Common Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the respective Common Stores to G.M. (F&A-SB) for payment.

Wherever the payment is to be effected against Material Receipt Intimation (MRI) and if the supplier fails to forward the documents such as inspection report, bill of materials, approved drawings, etc. wherever required along with the invoice to the respective consignees and no payment shall be made against the said MRI.

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.

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 bidder in the required documents of the online offer.

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

18) TAXES:

(A) Notwithstanding the fact that contract price is inclusive of GST:

- (i) GST shall be paid at actual on the basis of due date of delivery or actual date of supply whichever is lower against documentary evidence.
- (ii) Variation in GST on bought out items shall not be entertained.

(B) Structural changes in and due to 'Input Tax Credit' Scheme: -

- (i) In the event of any structural change occurred in the Input Tax Credit 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 the purchaser.
- (ii) In the event of 'Input Tax Credit' being extended by the GST Law which were otherwise ineligible for claiming Input tax credit thereof, the seller should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing such details and computation within such time as may be agreed between both the parties i.e. Supplier & MSEDCL.

19) 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.

20) GUARANTEE:

Material offered shall be guaranteed for a period of 24 months from the date of receipt of material at concern stores / consignee. In case of failure of material within the above guarantee period, tenderer shall make available other new material free of cost at stores for replacement within 30 days from the date of intimation from stores and lift the rejected material after replacement. If the defective material is not replaced/repared within the specified period as above, the Maharashtra State Electricity Distribution Company Ltd. shall recover/retain an equivalent end cost of material plus 15% supervision charges from any of the bills of the supplier or encashing available performance bank guarantee submitted against guarantee period or through any available sources, till the return of the material. No interest will be paid on the amount so retained / recovered. In case of material / item not replaced within 45 days, penalty shall be imposed @ 0.5% per week or part thereof maximum up to 10% of the cost of undelivered material / equipment beyond specified time limit. In case of material / item not returned duly repaired within 5 months, total cost of the material / item along with penalty will be adjusted / recovered from the pending bills of the supplier or encashing available performance bank guarantee submitted against guarantee period or through any available sources with MSEDCL.

The clause itself shall be the notice to the supplier about encashment of PBG to adhere to the timelines.

The outage period, i.e. the period from the date of failure till material is replaced shall not be counted for arriving at the guarantee period.

Further, in case of repeated failures of equipments / material, the Purchaser reserves the right to debar / disqualify the supplier for future tenders / orders irrespective of grounds for debarring in MSEDCL debar policy.

21) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:

- (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 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% (Plus GST as may be applicable) 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 give 7 days' notice for lifting of rejected material and if not lifted, will be also free to Scrap / dispose of such material, after the period of said 37 days, by Public auction/Tender notice/Destruction as may be deemed fit and storage charges @ 0.1 % (Plus GST as may be applicable) 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. The amount received from the sale of scrap/rejected material will be adjusted in the penalty.

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.

22) 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 @ 1% per week or part of week on the value of delayed material / unexecuted quantity plus taxes as applicable, if any 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. In addition to above if bidder fails to supply the material within contractual delivery period continuously for 3 lots, then the order shall be liable for cancellation.

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 10 days from the date of receipt of inspection call in its office wherever applicable, the period of more than 10 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.

23) ORDER PLACED ON TIME PREFERENCE BASIS (WHEREVER APPLICABLE):

In case of order on time preference basis (i.e. orders given at higher rate on delivery period considerations only) if order is given at higher rate of L-2 (or L-3 etc.), then the payment at higher rates will be made provided the firm makes supplies within the stipulated time period. In case of delay in supplies, the payment will be made at the rates offered by L-1. In addition, Clause No.22 above for Liquidated Damages for late delivery will also be applicable. However, the quantity allocation for order under this clause shall be at the sole discretion of MSEDCL & the specified quantity allocation for this tender will not be applicable in this case.

24) FORCE MAJEURE CLAUSE:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (herein after referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

25) ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER :

During contractual delivery period of supply, the quoted rates with PV / without PV shall remain the same , however for same specification of material if the rates will receive lower in another subsequent tender in extended period of contract then it is binding on the supplier to supply the same material at lower rate for balance quantity of material i.e. in case if price bid of next subsequent tender of similar technical specification is opened and FORD rate found lower than the ongoing contracts this FORD rate shall be made applicable for the balance quantity beyond contractual delivery period. Further the purchaser reserves the right to allow the supplier to deliver the quantity or otherwise beyond the contractual delivery period.

However other stipulations of clause No. 22 of Section-II i.e. Annexure-A will remain unchanged.

26) 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. 22 as stated above i.e. Liquidated damages for late delivery.

27) CONTRACT PERFORMANCE DEPOSIT:

- 27.1 The supplier will have to furnish contract performance deposit as per Annexure - N in the form of unconditional & irrevocable BG within 15 days from the date of issue of LoA, as mentioned in Clause 27.2.

- 27.2 The contract performance deposit shall be an amount equal to 5% of the contract value and shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment supplied.
- 27.3 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.
- 27.4 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.

28)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 bidder / supplier.

29)SETTLEMENT OF DISPUTE:

Permanent Dispute Resolution Committee (PDRC) comprises of Chief Engineer (MM Dept.), one member of Accounts Department and representative of supplier will resolve the dispute arise if any.

30)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.

31)TERMINATION OF CONTRACT

- 1) 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.
- 2) 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 performance of the supplied material is not found satisfactory, the Purchaser shall exercise in discretionary power either,
 - a) to purchase from elsewhere, after giving 15 days due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without cancelling the contract in respect of consignment not yet due for delivery,
 - OR
 - b) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.
 - c) 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.

- d) Purchaser reserves right to recover damages against risk purchase or 10% value of non-supplied material plus applicable taxes, if any whichever is higher.

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.

- 3) Further contract can be terminated in case of sub-standard /poor quality material.

32)DEBAR OF MANUFACTURER FROM PARTICIPATION IN TENDERS OF MSEDCL:

The Policy & Procedure for Debarring of Agency from Business Dealings with MSEDCL is provided on MSEDCL website link (<https://www.mahadiscom.in/supplier/wp-content/uploads/2018/06/Final-Booklet-Single-Page.pdf>) and forms the parts of tender document.

In case of failure on part of successful Bidder at any stage of tendering and execution, the Bidder may be debarred as per MSEDCL debar policy.

33)TAX DEDUCTED AT SOURCE:

The purchaser shall deduct tax at source in accordance with the provisions of the laws as and when the same is notified.

ANNEXURE - "B"

QUANTITY, PRICE AND DELIVERY PERIOD

ANNEXURE - "B" to be submitted online against commercial bid; attached separately

ANNEXURE 'C-I'

[To be submitted later on as per as per Clause XVIII (B) of Instructions]
CONFIRMATION FOR ACCEPTING ORDER BY MATCHING RATES WITH LOWEST
ACCEPTABLE BIDDER

APPLICABLE FOR INDUSTRIAL UNITS FROM MAHARASHTRA ONLY Marketing Assistance and Purchase Preference to the units from Maharashtra (refer Clause XVIII of Instructions to Bidders):-

- 1. (a)** In case your unit is located in Maharashtra and the lowest acceptable rate received against the tender is from the unit outside Maharashtra, please confirm whether you are agreeable to accept order at that lowest acceptable rate limited to 50% (fifty percent) of our requirement.

APPLICABLE FOR ALL BIDDERS INCLUDING THOSE
ELIGIBLE UNDER THE ABOVE CLAUSES:

- 1. (b)** Please confirm whether you are agreeable to accept order at the lowest acceptable rate received against the tender.

[Industrial units from Maharashtra can give option under 1(b) above for balance quantity]

Note:-

- 1.** If the bidder gives the above confirmation for the quantity less than as indicated in Clause III (ii) of the Instructions to the Bidders, then the above confirmation shall not be acceptable.
- 2.** Bidders may confirm matching for one or more items originally tendered.
- 3.** Any withdrawal of confirmation for order by matching rate within validity of offer will render the entire offer invalid and shall be summarily rejected and Earnest Money Deposit shall stand forfeited.
- 4.** A bidder will not be entitled to the benefit of offers by matching rates and will not be considered for orders if his original offer is rejected on the ground of ambiguity or because of not accepting /noncompliance of the terms & conditions of the tender.
- 5.** In the above confirmation, if the bidder indicates any rate, then the above confirmation given by the bidder will not be considered as valid.

ANNEXURE- 'D'

TECHNICAL SPECIFICATION

ANNEXURE-E
(On bidders' letter head)

CONSENT FOR SUPPLYING THE MATERIAL AS PER MSEDCL STANDARD TECHNICAL SPECIFICATIONS.

I/We, have understood and checked the tender documents for supply of Portable Inflatable Metal Halide Emergency Lamp and have not found any errors in them.

We have submitted price bids for Tender No. MMD/T-LTM-08/0722 for supply of Portable Inflatable Metal Halide Emergency Lamp.

We hereby declare and confirm that we accept the MSEDCL STANDARD TECHNICAL SPECIFICATIONS and agree to supply the material as per these STANDARD TECHNICAL SPECIFICATIONS if we are awarded the supply order.

In view of above, I/we have not filled the online GTP.

I/we am/ are enclosing the Type Test Report details covering all the type tests as per relevant IS as below.

Sr. No.	Details of Tests as per IS:.....	Type Test Report No. & Date
(1)		
(2)		

Yours faithfully,

Signature & Seal of company,

In the capacity of duly authorized to sign bids for and on behalf of

Address:

ANNEXURE - G
Not Applicable

Annexure - H

GUARANTEED TECHNICAL PARTICULARS

As indicated in E-Tendering GTP Parameter

Annexure- I

(On supplier's Letter Head)

I, certify that,

- a. The business dealings with our firm / agency M/s..... 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 our firm / agency M/s..... 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.

I hereby certify that I am duly authorized representative of M/s.-----
whose name appears above my signature.

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

Annexure- J

(On MSEDCL Letter Head)

Dispatch Instructions

BY R. P. A. D. / ORD. POST /E-MAIL

(SAP CONTRACT No: -----)

To,

M/s. -----

Email: -----

Sub: Supply of ----- against A/T No. ----- dt. -----

Ref: Final Inspection Call letter No. ----- dt. -----.

(I.W. Regn. No. ----- dt. -----)

Your readiness of material letter no. dtd.....

Dear Sir,

With reference to the above, you are requested to dispatch as given below:

Sr. No.	Consigned to	Meant for Circle	Meant Zone for	Qty. in Nos.

Further, you are requested to contact concerned S.E. (O&M) Circle / E.E. (O&M) Division / Addl. E.E. (MM Section) before dispatching / unloading the above material.

This is issued without prejudice to all other terms and conditions of the order.

Yours faithfully,

Chief Engineer (M M Dept.)

Copy f.w.cs.to: The C.E., MSEDCL, -----.

Copy to:

The G.M. (F & A – SB), MSEDCL, Mumbai.

The E.E. (IW), MSEDCL, Mumbai.

The E.E. (O & M Division), MSEDCL, -----

The Addl.E.E. (MM Section), MSEDCL, -----

Annexure- K

List of Stores

Sr. No.	Name of Stores	Address
1	Common Stores Ahmednagar	Nagar-Pune Road, Opp. Arti Hotel, Kedgaon, Ahmednagar.
2	Common Stores Airoli	Power House, Thane-Belapur Road, Airoli, Navi Mumbai.
3	Common Stores Akola	Major Store Babhulgaon NH No 6 Akola.
4	Common Stores Amravati	Major Store MSEDCL Power House, Mulshi Road, Amravati.
5	Common Stores Aurangabad	MIDC Plot No. J-13, Opp. Garware Stadium, NaregaonPhata, Chikhalthana, Aurangabad.
6	Common Stores Beed	Near 132 kV Sub-station, Idgah Nagar, Nalvandi Naka, Beed.
7	Common Stores Chandrapur	Near Vidyut Bhavan, Bagala Chaowk, Babu Peth, Chandrapur.
8	Common Stores Jalgaon	Old MIDC Area, Behind Ajanta Lawns, Ajanta Road, Aurangabad Highway, Jalgaon.
9	Common Stores Kalyan (Netivali)	MIDC Phase 1, Near Tata Power House, Kalyan - Dombivali Road
10	Common Stores Kamptee	Maldhakka Godown, Behind Railway Station Kamatee, Nagpur.
11	Common Stores Khamgaon	Manav Dharm Bld. Near 132 kV Sub-Station, Shegaon Road, Khamgaon, Dist. Buldhana.
12	Common Stores Kolhapur	Kaneri Math Road, A/P Gokulshirgaon, Tal. Karveer, Dist. Kolhapur.
13	Common Stores Kudal	Malwan Road, MIDC Pinguli-Nerur, Kudal, Sidhudurg.
14	Common Stores Latur	MIDC Plot No. P-21/P, In Front of Kirti Gold Oil Mill, Latur.
15	Common Stores Mulshi	Phursungi-Saswad Road, Near Overhead Bridge, Mulshi/ Phursungi, Dist. Pune.
16	Common Stores Nanded	Taroda Naka Main Road, Nanded.
17	Common Stores Nashik	Aringale Plot, Hanuman Nagar, Jail Road, JunaSaykheda Road, Panchak, Nasik.
18	Common Stores Osmanabad	Near MSEDCL Rest House, Tuljapur Road, Osmanabad.
19	Common Stores Palghar	Near 33/11 kV Sub-Station, MSEB Coloney, Boisar Road, Palghar.
20	Common Stores Parabhani	Old Power House Jintur Road, Parbhani.
21	Common Stores Ratnagiri	MIDC Area Mirjole, Kuwarbav, Ratnagiri.
22	Common Stores Sangli	Near Walchand Engineering College, VishramBaug, Sangli.
23	Common Stores Satara	A/P Satara, Tal. Koregaon, Dist. Satara.
24	Common Stores Solapur	Plot No P-4, MIDC Chincholi, Behind Post Office, Solapur
25	Common Stores Tumsar	Near Power House, Nakaq Dongari Road, Old Bus Stop, Tumser, Bhandara.
26	Common Stores Yavatmal	MIDC Lohara, Yavatmal.

ANNEXURE-M

BANK GUARANTEE FORMAT

EARNEST MONEY DEPOSIT BANK GUARANTEE AGAINST TENDER

B.G. No. & DATE:

The Bank of _____ (full address of Branch) hereby agree unequivocally and unconditionally to pay, at Mumbai within 48 hours, on demand in writing from the MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD. (name of the company formerly known as M.S.E.B.) on behalf of M/s _____ (Address as per MSEDCL REGISTRATION) who have tendered and/or contracted or may tender or contract hereafter for supply of materials. Equipments or services to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD. against Tender No. ----- dated ----- total value of Tender is Rs. -----

This agreement shall be valid and binding on this Bank up to and including validity (date) and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made given conceded or agreed with or without our knowledge or consent by or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD. (name of the company- formerly known as M.S.E.B.).

In case of any dispute arising out or it connection with the extension or encashment of Bank Guarantee, the Courts in Mumbai will have jurisdiction.

Our liability under this Guarantee is restricted to Rs.-----/- (Rupees----- only). Our Guarantee shall remain in force until (date). Unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Place:

Date:

Sign-----

For-----

(Banker's Rubber Seal & Bank Code No. of signatory)

Please note that:

1. The value of non-judicial stamp paper for this Bank Guarantee is Rs.200/- should be purchased in the name of Guarantor Bank.
2. The Bank Guarantee should be furnished from any Scheduled Bank/Nationalized Bank.
3. Please state the full and complete postal address of the Bank undertaken the guarantee.
4. The Bank Guarantee may be valid as per terms and condition of A.T.
5. B.G. should be submitted along with covering letter of Bank.

ANNEXURE-N

BANK GUARANTEE FORMAT

FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT

B.G. No. & Date:

This deed of Guarantee is made thisday of.....
By.....branch having at H.O. at..... (here in after called
"the Surety" which expression shall where the context so admits include its permitted assign) in
favour of MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (name of the
company formerly known as M.S.E.B.) being a government company formed as per the
provisions of the Maharashtra Electricity Reforms Transfer Scheme. 2005 having its registration
no. U40109 MH 2005 SGC 153645 (here in after called the "Creditor" which expression shall
include its permitted assigns). WHERE AS M/s. (Name of Party)..... (Postal address as per A/T)
have entered into a contract to supply (Name of Material) to the MAHARASHTRA STATE
ELECTRICITY DISTRIBUTION COMPANY LTD. (Name of the Company formerly known as
M.S.E.B.). vide contract No.dtd.....on the terms and conditions in the said
contract. (here in after for brevity sake called "the said contract").

In accordance with terms of the said contract, the creditor has agreed to pay to
M/s.....(Name of Party)..... the said sum representing the 5 % of the total contract
price for the Rs...../- and WHEREAS M/s. (Name of Party).....is required
under the terms of contract to furnish a Bank Guarantee for Rs...../- (Rupees:.....Only) the
said sum representing the 5 %price as given in the said contract.

The surety as he requests of M/s.(Name of Party).... has agreed to give this
guarantee.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

1. In consideration of the creditor agreeing to make to the debtor at Mumbai the payment of
Rs..... (Rupees.....only) being the value of 5 % of the total contract
.....price as given in the said contract on supplying the complete material as per the
contract by the debtor failing which the surety does undertake to pay to the creditor on
demand such amount of amounts as the surety may be called upon to pay not exceeding in
the aggregate sum of Rs./- (Rupees.....only).
2. The surety hereby guarantee to the creditor the due performance and observance by the
debtor of the terms and conditions of the contract.
3. The surety also agrees that it shall not during the currency of the guarantee herein given
or during the period of its execution revoke the same even by giving notice to the creditor.
4. On account of the non-fulfillment of the contractual obligation by the debtor or in case the
surety or contractor do not renew this guarantee bond as herein provided, the surety will
on simple demand from the creditor, pay at Mumbai the creditor, the sum of
Rs.....(Rupees only) as indicated under clause -1 above, without demure and
without the creditor to invoke any legal remedy that may be available to them to compel
the surety to pay the same even if the debtor consider such demand of the creditor
unjustified.
5. The surety agrees and declares that notwithstanding anything contained in Section 133 to
135 of the Indian Contract Act 1872 (IX of 1972) or any other rule of law or equity in the
view of any variance in the terms of the said contract shall not operate as a discharge of
his obligations hereunder or shall any composition made by the creditor with debtor in

respect of any breach of the terms and conditions of the said contract operate as a discharge of the surety's obligation and surety further expressly agrees and declares that though as between the creditor and surety, the surety shall be liable for sum payable or falling due hereunder equally with the debtor and the surety save as otherwise herein provided hereby waives all his rights which he might as guarantor be entitled to claim and enforce.

6. The decision of the creditor that any sum has become payable shall be final and binding on the surety.
7. The guarantee shall come into force on supply of material shall remain in force till the end of(date)The surety, at the request of the creditor shall extend the validity of the Bank Guarantee for a further period of 12 months, one month prior to its present validity period.
8. In case of any dispute arising out of or in connection with the extension or encashment of the Bank Guarantee, the courts in Mumbai will have the jurisdiction.
9. The guarantee herein contained shall not be effected, by the change in the constitution of the surety or the debtor.
10. Our liability under this guarantee is restricted to Rs.(Rupees.....only) and our guarantee shall remain in force until (Date....) unless a claim under this guarantee is lodged with us within six months from the date of expiry of guarantee i.e. on or before ..(date)...all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS WHERE OF THE surety has executed this deed in presence of

Place: Signature.....

Date: for.....

(Banker's Rubber Seal & Code No. of signatory)

Witnessed (2 witness is required from bank only)

1) Name & Address

Signature

Bank employee code number

2) Name & Address

Signature

Bank employee code number

Please Note:

- 1) The Bank Guarantee should be furnished from any Nationalized Bank/ Scheduled Bank along with covering letter of Bank.
- 2) The minimum value of non-judicial stamp paper for this Bank Guarantee is Rs.200/-.
- 3) The stamp paper is to be purchased in the name of Guarantor Bank i.e. Bank Guarantee issuing Bank Only.
- 4) Please state the full and complete postal address of the Bank undertaking the guarantee.
- 5) Signature & Bank employee code number of two signing authority are required on the Bank Guarantee document.
- 6) The correct contract number (A/T No.) and date, amount in Rs. is to be mentioned correctly in the Bank Guarantee document.
- 7) Name & Full address of the company is to be mentioned correctly in the Bank Guarantee document.
- 8) B.G. should be valid as per terms of A/T including guarantee period of material.

Format-1

Undertaking for not approached any one for undue influence.

(To be submitted on letter head of the bidder)

TO WHOM SO EVER IT MAY CONCEREN

I / We _____ hereby submit the undertaking that our firm or our partners or directors have not approached any one for undue influence against the Tender/Bid.

If it is found that we have given wrong or misleading information then our offer shall be summarily rejected.

Date:

Place:

(Signature, Name of Authorized Representative
& Company Seal)

Format-2

Format of Certificate from Chartered Accountant for not have controlling stake in more than one entity applied for the Tender/Bid.

(To be submitted on Letter Head of the Chartered Accountant)

TO WHOM SO EVER IT MAY CONCEREN

I _____ hereby certify that the firm M/s _____ or its partners or directors does not have controlling stake in more than one entity applied for the Tender/Bid.

If it is found that they have given wrong or misleading information then their offer shall be summarily rejected.

Date:

Place:

(Seal, Signature & Name of C.A.with Regn. No. & UDIN No.)

FORMAT-3

Format of Certificate from Chartered Accountant for Annual Turnover
(To be submitted on Letter Head of the Chartered Accountant)

TO WHOM SO EVER IT MAY CONCERN

We have examined the audited financials of M/s_____, having its registered office at _____, for the financial years (i.e. 2018-19, 2019-20 & 2020-21). Based on our examination, we hereby certify that Annual Turnover for respective financial year mentioned below is in accordance with the audited financial statements:

Financial Year	Assessment Year	Annual Turnover Amount In Rupees Lakhs.
Total. Rs.		
(Rs. ... Figure in words)		
Average Annual Turnover Of Last Three Financial Years		

This certificate is given on the basis of copy of audited financial reports for profit/loss account and balance sheet.

Date:

Place:

(Seal, Signature & Name of C.A. with Regn. No. & UDIN No.)

FORMAT-4

Format for No Deviation Form
(To be submitted on letter head of the bidder)

Tender Name: Tender for
Tender No. :

CERTIFICATE FOR NO DEVIATION

We, (Bidder's Name), hereby certify that there is no technical or commercial deviation from the Conditions mentioned in Tender Document and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

Bidders Name:
Authorized representative's signature:
Authorized representative's Name:
Seal of the company
Name and address of the Bidder
Date:

FORMAT-5

PRE-BID QUERY FORMAT
(To be submitted on letter head of the bidder)

Tender Name: Tender for.....

Tender No. :

Name of the Company:

Name of Key Person:

Key Person Contact details:

Mobile:

Email:

Tender Purchased: YES/NO :

Section & Clause

Sr. No.	Clause No.	Page No.	Section & Clause	Query

Note:

1. It is to be noted that Pre-Bid Queries must be sent within **two days** after Pre-Bid meeting in the *above prescribed format only*. Any query sent afterwards shall not be entertained.
2. Pre-Bid queries should be sent on [cemmcsedcl@mahadiscom.in/](mailto:cemmcsedcl@mahadiscom.in)
cemmcsedcl@gmail.com only. Other mode of communications shall not be accepted.
3. MSEDCL is not bound to reply all the queries.
4. Replies of Pre-Bid Queries shall be published on MSEDCL e-Tender website.

Authorized Signatory with seal

Format-6

Format of List of order in hand
(To be submitted on Letter Head of the Chartered Accountant)

TO WHOM SO EVER IT MAY CONCERN

We have examined the information and records of M/s_____,
having its registered office at _____. Based on our examination, we
hereby certify that following purchase orders are in under execution which are received to
M/s_____, for material mentioned below from the Electrical
Utilities/ Government departments/ Discoms/SEBs:

Sr. no.	Item Description	Purchase name	Purchase order no.	Purchase date	Order quantity	Supplied quantity	Balance Quantity to be supplied

Date:
Place:

(Seal, Signature & Name of C.A. with Regn. No. & UDIN No.)

Format-7**Format for –Readiness of Material for Inspection**

[THIS IS ONLY A PROFORMA, ACTUAL INSPECTION CALL HAS TO BE GIVEN ON YOUR COMPANY LETTER HEAD ONLY]

Ref. No.**Date:**

To,
The CE (MMD),
M.S.E.D.C.L., Prakashgad,
Bandra (E), Mumbai - 400051.

Sub: Readiness of material for inspection against LOA/AT No. ----- dated. -----
-- for Supply of -----.

Against the LOA/AT cited above, the material as detailed below is hereby offered for inspection

1. Brief description of the material Offered for inspection:
2. Reference of drawing Approval (If applicable):
3.
 - a) Reference of approval of type test(If applicable):
 - b) Reference of approval of prototype test(If applicable):
 - b) Reference of approval of balance type test (If applicable):
4. Whether it is a joint inspection with EE (Testing)/ SE (TQA) etc. (if applicable) (Say Yes or No):
5.
 - a)Whether contract performance deposit has been paid against the order:
 - b) if paid, please give details:
6. Sr. No. of the items as per LOA/AT:
7. Total Quantity of the items Ordered:
8. Total quantity of the items inspected so far:
9.
 - a) Quantity monthly committed in delivery schedule:
 - b) Lot No. for which the Quantity is offered for inspection now:
 - c) Due date of delivery as per LOA/AT for offered quantity:
10. Date of readiness of Material:
11. Complete address of the factory where materials is to be inspected:
12. Name of the person to be contacted in connection with inspection & his Office/Factory/Residence Tel. No.:

13. Staggering holiday of Factory/Office at the place of inspection:
14. a) Whether Dispatch Instructions are available (Say Yes or No):
 b) Quote Letter No.:
 c) Brief destination & Qty. per consignee of this present lot offered:
- | | | |
|--|----------------------|------|
| | Name of
consignee | Qty. |
|--|----------------------|------|
15. Last visit of our Inspecting Officer:
16. a) Whether the entire material is dispatched against last inspection. (Say Yes or No) (MSEDCL's E.E.[Inspection/Testing] will ensure before inspection of this lot that the earlier inspected lot is already dispatched)
 b) Quantity dispatched:
- | | | |
|--|----------------------|------|
| | Name of
consignee | Qty. |
|--|----------------------|------|
17. Further programme of production Quantity likely to be offered & by what date:

Yours Faithfully,

Authorized Signature
For (Name of the firm)

Copy f.w.c. to :

1) The Executive Engineer (LTM), Material Management Dept., MSEDCL, H.O., Mumbai-51.

Special instructions for suppliers:

1. Inspection call letter with incomplete information will not be accepted.
2. The material should be offered complete as per approved bill of material wherever applicable.
3. Material should be properly stacked for quantity verification.
4. Inspection call should be given in the firm's Letter Head only and to be submitted on MSEDCL Material Inspection Portal <https://mip.mahadiscom.in/InspectionPortal/>
5. For any query please e-mail on Inspection Portal support Email ID: inspection.portal@mahadiscom.in

Format-8

Format for –Final Inspection Approval

[On MSEDCL's Letter Head]

Ref. No.

Date:

Camp:

To,

M/s.....

Works Address:.....

Sub: Final inspection and approval of LTDB against LOA/AT No. ----
 ----- dated. -----for Supply of -----

Ref:1) Readiness of material for Final inspection vide no..... dtd.....

[Date of readiness: dd/mm/yyyy]

2) Authorization letter for Final inspection vide no.....dtd.....

3) Drawing approval no. dtd.

4) Type Test approval no..... dtd.

5) Dispatch Instruction No..... dtd.....

6) MSEDCL's Material Inspection Portal Call Id No.

Dear sir,

The routine test certificate submitted by you and the acceptance tests carried out at the time of inspection for the material & quantity mentioned below have been scrutinized with as per MSEDCL Specification and GTP Approval have been generally found in order and hence approved. Therefore the material is cleared for dispatch.

Sr.No.	Details	Item 1	Item 2
1	Description of material offered for inspection:			
	(a) Sr.No./Item as per LOA/AT			
	(b) Item code no.			
	(c) Total order quantity for above item/s. (...UoM)			
2	Quantity offered for inspection (...UoM)			
3	Quantity Inspected (...UoM)			
4	Quantity Accepted (...UoM)			
5	(a) Progressive Total Quantity so far inspected (Including this inspection): (...UoM)			
	(b) No. of inspection carried out against order for this item.			
6	Material to be dispatched as per			

Procurement of Portable Inflatable Metal Halide Emergency Lamp

	dispatch instructions as indicated below:									
	Name of the offices	Name of the consignees (Major Stores/ Store Centre)	Meant for Circle	Qty in (UoM)			Qty in (UoM)			Material to be reached to destination stores on or before
				Item no...			Item no...			
				Item description			Item description			
				Scheme-1	Scheme-2	Total	Scheme-1	Scheme-2	Total	
	dd/mm/yyyy
..		
		Total								
7	Sealing:			Sealing of no. each of ... (name of item).....are carried out on randomly selected & tested for acceptance test bearing sr nos./Seal No. sealed with paper seal sign by the undersigned.			Sealing of no. each of ... (name of item).....are carried out on randomly selected & tested for acceptance test bearing sr nos./Seal No. sealed with paper seal sign by the undersigned.			
				Sr.No.... / Seal No...			Sr.No.... / Seal No...			
				Sr.No.... / Seal No...			Sr.No.... / Seal No...			
				Sr.No.... / Seal No...			Sr.No.... / Seal No...			
8	Other Details:									
	(1) Material inspected at & place where the material is inspected. [Name of premises]									
	(2) Date of Inspection									
	(3) Test Report signed in blue ink (Say Yes or No)									
	(4) Matching materials earlier inspected are already dispatched.(Say Yes or No)									
	(5)Whether all the equipments used during inspection have valid calibration.(Say Yes or No)									

The above approval is given without prejudice to the other terms and conditions of the LOA/AT.

Enclosed: Test Results.

Yours faithfully

(Sign & Name of MSEDCL's Inspector)
Executive Engineer (Testing)
.....Testing Division

Copy s.w.r.t.:

- 1) The Chief Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.
- 2) The Superintending Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.
- 3) The Executive Engineer (LTM), MMD, MSEDCL, Prakashgad, Mumbai-51.

Annexure 'B'(Price Schedule)

Sr.No	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWorks including packaging charges but excluding duties & taxes etc (In Rupees)	Freight Charges Per Unit (In Rupees)	Transit Insurance Charge s Per Unit (In Rupees)	Integrated GST for outside State Transaction on (Ex- Works Price+Freight Charges + Transit Insurance Charges)(In Rupees)	Central GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	State GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
1	17790091117	Portable Inflatable Metal Halide Emergency Lamp	NO	300	85131090								

Delivery Details

[Delivery must in the units specified for the items as per Price Schedule]

First lot of ____ in assorted sizes will be delivered within 2 Months from the date of LOA Award. After this period supply will be completed at the rate of ____ in assorted sized per month

Confirmation Details

We Confirm The Following :

I) Goods and Services Tax(GST) i.e Integrated GST / (Central GST+ State GST):

The GST is included in our prices quoted in price bid (Central GST+ State GST) for within Maharashtra State/Integrated GST for outside State and we shall not charge any additional amount towards Integrated GST / (Central GST+ State GST), during currency of contract except statutory variation by Central / State Government in normal (full) rate of Integrated GST / (Central GST+ State GST), in case of Integrated GST / (Central GST+ State GST) Rate is increased. In case the Integrated GST / (Central GST+ State GST) is decreased than the rate indicated in the price bid, the benefits of the reduction in the Integrated GST / (Central GST+ State GST) shall be passed on to the Purchaser. The increase in the Integrated GST / (Central GST+ State GST) rate due to increase in turnover during the contractual delivery period shall not be charged to the Purchaser. If the Integrated GST / (Central GST+ State GST) is not payable at present, we shall not charge the same, if it becomes applicable during the currency of contract due to expiry / withdrawal of tax concessions and incentives during the currency of contract except for statutory variation by Central / State Government.

(i) Necessary documentary evidence for the GST claimed by us shall be submitted along with the bills.

(ii) We here by declare that while quoting the price in the Price Bid, we have taken into account the entire credit on inputs available under the GST Act.

Technical Specification Item: Portable Inflatable Metal Halide Emergency Lamp



Maharashtra State Electricity Distribution Company Limited

SPECIFICATION NO.MMC: MSC/DB/01 /2018

TECHNICAL SPECIFICATION

For

Portable Inflatable Metal Halide Emergency Lamp

For

DISTRIBUTION SYSTEM

IN

MSEDCL

MATERIAL SPECIFICATIONS CELL

TECHNICAL SPECIFICATION

OF

PORTABLE EMERGENCY LIGHTNING SYSTEM OF INFLATABLE
METAL HALIDE LAMP TOWER

INDEX

SR. NO	PARTICULARS
1	SCOPE
2	SERVICE CONDITIONS
3	GENERAL TECHNICAL REQUIREMENTS
4	TESTS
5	GUARANTEED TECHNICAL PARTICULARS
6	DEMONSTRATION
7	TRAINING
8	DOCUMENTATION
9	PRE-DESPATCH INSPECTIONS
10	GUARANTEE
11	PACKING
12	SCHEDULES

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

1.00 SCOPE

- 1.01 This specification covers design, manufacture, assembly, testing at manufacturer's works before dispatch and supply, at site and site testing of Portable Emergency lightning system of Inflatable Metal Halide Lamp Tower specified herein along with all their associated accessories required for satisfactory operation in MSEDCL network at coastal, Tribal and Forest areas.
- 1.02 It is not the intent to specify completely herein all the details of the design and construction of the system. However, the system shall conform in all respects to the high standards of engineering, design and workmanship and shall be capable of performing in continuous field and laboratory, operation up to the suppliers guarantee, in a manner acceptable to the purchaser who will interpret the meanings of specification and shall have the power to reject any or all equipments which, in his judgment is not in accordance therewith. The offered system shall be complete with all components necessary for their effective and trouble free operation. Such components shall be deemed to be within the scope of tenderer's supply irrespective of whether those are specifically brought out in this specification and/or commercial order or not.

2.00 SERVICE CONDITIONS:

The system and accessories to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions:

Maximum ambient temperature (deg C)-50

Maximum ambient temperature in shade (deg C)-45

Minimum temperature of air in shade (deg C)-3.5

Maximum daily average temperature (deg C)-40

Maximum yearly weighted average temp.(deg C)-32

Relative Humidity (%)-Up to 95

In general the climate is heavily polluted, moderately hot and humid as also conducive to rust and fungus growth.

3.00 GENERAL TECHNICAL REQUIREMENTS:

- 3.01 The equipment shall be lightweight, portable & easy to operate. All necessary accessories/components shall be supplied with the equipment so as to achieve the intended purpose in all respect.
- 3.02 Base Frame: It shall consist of MS tube frame and a base plate of aluminium sheet of minimum 3 mm thickness to support generating set

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

- and control gear box and shall be provided with anti vibration rubber pads. M.S. Parts shall be powder coated.
- 3.03 Top Cover: Made of moulded fibre glass or suitable material designed to fasten the tower balloon by suitable steel strip so that there is no air leakage at the joint. It shall provide suitable nipple for filling air into the balloon and provide support for it to remain erect at wind speed of 45 km/hr.
 - 3.04 Generator Set: 750 VA genset Central Pollution Control Board (CPCB) approved with 3 Litres Petrol tank capacity, running time 4 hrs minimum.
 - 3.05 Balloon: It shall be cylindrical shaped made of suitable polyester based cloth to ensure emission of light with minimum loss and shall be waterproof and strengthened with flexible stiffeners to sustain inside air pressure and to remain erected against outside wind speed of 45km/hr. The cylindrical shape balloon when folded should be protected by an inbuilt dust cover.
 - 3.06 One 400W High Pressure Metal Halide (HPMH) lamp to give 42000 lumens shall be mounted inside the balloon at the top end such that it goes up/down while inflating and deflation. Balloon height in inflated condition shall be 4.5 to 5m from base plate. The length of nylon rope required for the stays should be 5 meter and of 3 mm dia. The lamp should not switch off when the change over switch is moved from the generator mode to external grid power mode
 - 3.07 The System shall be suitable for continuous running for 4 hours, without adversely affecting the components.
 - 3.08 Control Gear shall be suitable designed and fitted with MCB, lamp ballast, igniter, capacitors, change over and on/off switches with indicating lamps for controlling HPMH lamp and air blowers.
 - 3.09 A fuel level indicator should be on display panel.
 - 3.10 The balloon must remain erected at the 45 km/hr Outside Wind Speed
 - 3.11 The equipment must cover 55 Meter Radius up to which min. lux value of 1 shall be available after 5 minutes of Starting.
 - 3.12 The sheet thickness of Aluminum Base Plate shall be minimum 3 mm.
 - 3.13 Inflated tower must have IPX5 Ingress protection rating as per IS:10322 Part 1/82.
 - 3.14 The equipment/system shall have minimum two nos. of compressors/air blowers of suitable rating.
 - 3.15 The Inflated tower shall be rain proof.
 - 3.16 Maximum Deflation time including repacking time shall be 5 minute.

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

- 3.17 The length of nylon rope to be supplied for the stays shall be minimum 5 meters.
- 3.18 Minimum 3 nos. of Rope (3 mm dia) shall be supplied with the system.
- 3.19 The weight of complete system shall not be more than 50kg (excluding storage box).
- 3.20 It shall be able to inflate the balloon in within 60 sec.
- 3.21 In the system, High pressure Metal Halide lamp shall be mounted inside the balloon at the top end such that it goes up/down while inflating and deflation.
- 3.22 The System must also work on 220/230V 50 Hz AC mains with provision for 3-pin socket Rating and a suitable lead wire with plugs at both ends. (Amp).
- 3.23 The system shall be supplied with following items/accessories:
 - Puncture Repair Tape (3 Nos.): Size 10cm x 10 cm.
 - Lamp with requisite control gear (One No.)
 - Lamp with requisite control gear (One number each of Lamp, Ballast and Igniter)
 - A Tool Kit Consisting of one number each of screw driver plug spanner and nut drive.
 - Number of blower (One No.)
 - Storage Box Suitably designed to accommodate the tower and other spare and easy to handle with proper locking arrangements (One No.)

4.00 TESTS:

The equipment offered shall be fully tested from accredited national / international test labs. In case the type and design of the equipment offered has already been tested in an accredited test laboratory, the bidder shall furnish one set of the test reports along with the offer, where ever applicable. Certificate of accreditation of the laboratory where tests have been conducted shall be submitted along with the offer. These tests must not have been conducted earlier than five years from the date of opening of the bids.

One sample of each model of Emergency Lighting System shall be tested and test reports shall be required from NABL accredited Laboratories along with the Bid. Test Reports shall consist of verification of all the feature & functional Parameters as per technical specification requirements.

If there are any changes in the components or in the design / already

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

tested and the design / type offered against this specification, the purchaser reserves the right to demand repetition of tests without any extra cost before commencement of supply. The bidder shall clearly bring out in his offer all such changes made in components, materials, design etc. as the case may be.

5.00 GUARANTEED TECHNICAL PARTICULARS:

The tenderer shall also furnish the particulars giving specific required details of equipment in schedule 'A' attached. The offers without the details in Schedule 'A' stand rejected.

6.00 SAMPLE SUBMISSION

The bidders are required to submit 1 no. of sample of tender item & all necessary accessories before submission of bid. The sample & all necessary accessories as per technical specification shall be submitted free of cost to the E.E.(St.)/Add.E.E.(St.),MSEDCL, Common stores, Airoli. 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. The physical verification of the sample submitted shall be carried out by E.E., Testing Division, within 10 days from the date of tender opening. The inflatable light tower should be one man operation for inflating the tower without any external help. The tower inflation should be done by the power drawn from genset and respective blower only. Those bidders who failed in sample physical verification, their offer shall be liable for rejection against the tender. The sample of successful bidders & unsuccessful bidders shall be returned to manufacturer.

7.00 DEMONSTRATION

The acceptance of the equipment shall be subjected to the successful demonstration of the offered equipment by the Bidder to the satisfaction of MSEDCL at prescribed site. The functionality, quality, user friendliness of the offered equipment will be verified at site during demonstration. All necessary permissions required for demonstration shall be arranged by the bidder. The equipment meeting the requirement will be summarily rejected. The bidder has to carry out the demonstration of the offered equipment within 1 month from the date of opening of the tender.

8.00 TRAINING

The successful bidder shall be required to provide training to about 8-10 engineers per site for system supplied, at no extra cost to the purchaser. The training shall cover operation, maintenance and trouble shooting of the system. The training programme shall be finalized in consultation with Office of the Executive Director (Dist-II), Corporate Office, Mumbai.

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

9.00 DOCUMENTATION:

- 9.01 One set of documents incorporating the following particulars shall be included in the offer: i) Technical literature/Instruction Manual for the offered system.
- 9.02 The successful bidder shall, within 4 weeks of placement of order, submit the detailed Bill of Material, Packing List etc. for the purchaser's approval in suitable folders/files. The purchaser shall communicate his comments/approvals to the supplier within two weeks.
- 9.03 Adequate copies of type/routine test certificates duly approved by the purchaser, shall accompany the dispatched consignment.
- 9.04 The manufacturing of the system shall be strictly in accordance with the requirements of technical specification.
- 9.05 One set of nicely printed and bound volume of operation and maintenance manual in English language shall be submitted by the supplier for use in each substation, along with the dispatch of the system/equipment. The manual shall contain all drawings and information required for operation and maintenance of the system. The manual shall also contain a set of all approved drawings, type test reports, etc.
- 9.06 Approval of drawings/work by purchaser shall not relieve the supplier of his responsibility to supply the system as per the requirements of technical specification. The system shall conform in all respects to the high standards of engineering, design, workmanship and latest revisions of relevant standards at the time of ordering. Purchaser shall have the power to reject any work or materials which, in his judgment, is not in full accordance therewith.

10.00 PRE DESPATCH INSPECTIONS:

The inspection shall be carried out at all the place of manufacturer unless otherwise agreed upon by the manufacturer and purchaser at the time of purchases. The acceptance of the equipment shall be subjected to the successful demonstration of the offered equipment by the Bidder to the satisfaction of MSEDCL. For imported equipments the supplier/tenderer shall offer the equipment at the authorized service centre /works of the original manufacturer in India or at the supplier's works/Testing centre. The manufacturer shall offer to the inspector representing the purchaser all the reasonable facilities, free of charge, for inspection and testing to satisfy him that the material is being supplied in accordance with this specification.

The joint inspection of the equipment will be carried out by inspection wing & the appointed Executive Engineer testing division

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER

11.00 GUARANTEE:

The equipment supplied against this specification shall be guaranteed for a period of 24 months from the date of receipt at the destination store center. Any engineering error, omission, wrong provision, system failure etc. shall be attended by the supplier up to the end of guarantee period. If the defective/failed system are not replaced/repared as per the above guarantee clause the purchaser shall recover the total purchase cost of the system plus 15% supervision charges from any bills of the bidder/supplier.

12.00 PACKING:

12.01 The instrument shall be suitably packed in order to avoid damage or disturbance during transit or handling each instrument may be suitably packed in the first instance to prevent ingress of moisture and dust and then placed in a cushioned carton of a suitable material to prevent damage due to shock during transit. The lid of the cartoon may be suitably sealed. A suitable number of sealed cartoons may be packed in case adequate strength with extra cushioning if considered necessary. The cases may be then properly sealed against accidental opening in transit. The packing cases may be marked to indicate fragile nature of contents.

12.02 The following information shall be furnished with the consignment:

- Name of the consignee
- Details of consignment
- Destination
- Total weight of the consignment
- Sign showing upper / lower side of the crate
- Sign showing fragility of the material
- Handling and unpacking instructions
- Bill of Materials indicating contents of each package & spare material

13.00 SCHEDULES:

The tenderer shall fill in the following schedules, which are part and partial of the tender specification and offer. If the schedules are not submitted duly filled in with the offer, the offer shall be liable for rejection.

Schedule A – Guaranteed Technical Particulars

The discrepancies if any between the specification and the catalogs and / or literatures submitted as part of the offer by the bidders, the same shall not be considered and representations in this regard shall not be entertained.

TECHNICAL SPECIFICATION OF INFLATABLE METAL HALIDE LAMP TOWER
SCHEDULE 'A'
GUARANTEED TECHNICAL PARAMETERS

Sr. no.	Particulars	Requirement
1	Manufacturers name and country of manufacturer	To be filled by Manufacturer
2	Type/Model details of offered Equipment	To be filled by Manufacturer
3	Machine frame requirements	MS tube frame and a base plate of aluminium sheet of minimum 3mm thickness to support generating set and control gear box.
6	Base plate material & thickness	Aluminium sheet of 3mm
7	Light Bulb details	One 400W High Pressure Metal Halide (HPMH) lamp to give 42000 lumens
8	Balloon material and Height	Polyester based cloth. Balloon height in inflated condition shall be 4.5 to 5m (15 feet) from base plate
9	No. of compressor/air blowers	2
10	Ingress Protection rating of the inflated tower	IPX5
11	Top cover	Rust Free Stainless Steel 204 1.2 mm thick sheet. (Plastic and fibre cover is not acceptable)
12	Generator Power Output	Minimum 750 VA & Central Pollution Control Board (CPCB) approved
13	Whether fuel level indicator on display panel	Yes
14	Lamp Lumens	Minimum 42000 Lumens
15	Whether system is Rain proof	Yes
16	Lamp Wattage	Minimum 400 watt
17	Maximum Deflation time including repacking time	Maximum 5 minutes
18	Length of nylon rope	Minimum 5 meter
19	Total weight of complete system	Maximum 50 kg
20	Balloon height in inflated condition from base plate	4.5 meter
21	Maximum time taken to inflate the balloon	60 second
22	Generator requirement of petrol	3 Litres Petrol for 4 hrs .

Portable Inflatable Metal Halide Emergency Lamp

GTP Order Sequence	GTP Parameters	Date Type
1	Manufacturers name and country of manufacturer	TEXT
2	Type/Model details of offered Equipment	TEXT
3	Machine frame requirements -MS tube frame and a base plate of aluminium sheet of minimum 3mm thickness to support generating set and control gear box.	TEXT
4	Base plate material & thickness -Aluminium sheet of 3mm	TEXT
5	Light Bulb details-One 400W High Pressure Metal Halide (HPMH) lamp to give 42000 lumens	TEXT
6	Balloon material and Height -Polyester based cloth. Balloon height in inflated condition shall be 4.5 to 5m (15 feet) from base plate	TEXT
7	No. of compressor/air blowers -2	TEXT
8	Ingress Protection rating of the inflated tower -IPX5	TEXT
9	Top cover-Rust Free Stainless Steel 204 1.2 mm thick sheet. (Plastic and fibre cover is not acceptable)	TEXT
10	Generator Power Output-Minimum 750 VA & Central Pollution Control Board (CPCB) approved	TEXT
11	Whether fuel level indicator on display panel -Yes	TEXT
12	Lamp Lumens-Minimum 42000 Lumens	TEXT
13	Whether system is Rain proof -Yes	TEXT
14	Lamp Wattage -Minimum 400 watt	TEXT
15	Maximum Deflation time including repacking time -Maximum 5 minutes	TEXT
16	Length of nylon rope-Minimum 5 meter	TEXT
17	Total weight of complete system-Maximum 50 kg	TEXT
18	Balloon height in inflated condition from base plate-4.5 meter	TEXT
19	Maximum time taken to inflate the balloon-60 second	TEXT
20	Generator requirement of petrol-3 Litres Petrol for 4 hrs	TEXT

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	QR-In house Testing Facility:	Technical Section	Portable Inflatable Metal	QR-In house Testing Facility: Please submit documentary evidence showing in-house manufacturing and testing facilities as well as quality control set up for conducting acceptance and routine tests
2	QR- Test Certificate: Please submit test reports as per cl. 4 of technical specification.	Technical Section	Portable Inflatable Metal	QR- Test Certificate: Please submit test reports as per cl. 4 of technical specification.
3	Annexure-E- Declaration for supplying the material as per technical specifications.	Technical Section	Portable Inflatable Metal	Annexure-E- Declaration for supplying the material as per technical specifications.
4	QR-Sample-Please submit documentary evidence regarding submission of tender	Commercial Section		QR-Sample-Please submit documentary evidence regarding submission of tender sample.
5	Format-1-Undue Influence- submit undertaking in Format-1 that you have not approached any one	Commercial Section		Format-1-Undue Influence- Please submit undertaking in Format-1 that you have not approached any one for undue influence.
6	Format-2-Controlling Stake-submit certificate from CA as per Format-2	Commercial Section		Format-2-Controlling Stake-Please submit certificate from CA for not having controlling stake in more than one entity applied for the tender/bid as per Format-2.
7	Format-4- No Deviation Schedule-Please submit No Deviation schedule as per Format-4.	Commercial Section		Format-4- No Deviation Schedule-Please submit No Deviation schedule as per Format-4.
8	Format-6- List of order- Please submit C.A. certified list of order in hand.	Commercial Section		Format-6- List of order-Please submit C.A. certified list of order in hand.
9	EMD Receipt/EMD payment details: Copy of Money Receipt/D.D. /B.G. for paid EMD	Commercial Section		EMD Receipt/EMD payment details: Copy of Money Receipt/D.D. /B.G. for paid EMD
10	MSME/NSIC Certificate: Documentary evidence (for e.g. MSE/NSIC Certificate)	Commercial Section		MSME/NSIC Certificate: Documentary evidence (for e.g. MSE/NSIC Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
11	Annexure-I - Certificate regarding not been debarred by any Ministry of GoI / GoM /	Commercial Section		Annexure-I - Certificate regarding not been debarred by any Ministry of GoI / GoM / state owned electricity distribution utility.
12	QR-ISO Certificate- Please submit ISO certification for quality mgt system &	Commercial Section		QR-ISO Certificate-Please submit ISO certification for quality management system & environmental management system.
13	QR - Average Annual Turnover: Please submit document as per Format-	Commercial Section		QR - Average Annual Turnover: Please submit document as per Format-3 i.e. Certificate from CA for Average Annual Turnover.

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
3 i.e. Certificate from CA				
14	QR-Original Manufacturer-Please submit documentary evidence towards original equipment manufacture	Commercial Section		QR-Original Manufacturer-Please submit documentary evidence towards original equipment manufacturer.
15	QR-Experience: - Please submit documentary evidence towards Experience as per cl.no. II (2) Q.R.	Commercial Section		QR-Experience: - Please submit documentary evidence towards Experience as per cl.no. II (2) Qualifying Requirements.