

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		16-12-2022 05:45:39
Tender Code	MMD/T-HTM1-04/1222	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Procurement of Firestop Intumescent foam, Coating paint & Sealant.	
Estimated Cost (In Lakhs)	951	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	9	
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	Anil L Nagare , 9960675991 ,cemmcsedcl@gmail.com	
Pre-Qualifying Req	As per QR clause of tender.	
Budget Type	Capex	
Scheme Code	01	
Scheme Name	Capital	
Department	Material Management Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Through Video Conferencing	
Bid Opening Address	THE CHIEF ENGINEER Maharashtra State Electricity Distribution Co. Ltd. Material Management Dept., Plot No. G-9, "Prakashgad" First floor, Prof. A.K. Marg, Bandra (E), Mumbai – 400 051.	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	YES	
Minimum % of Offered Quantity	100	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	16-12-2022 18:00	
Tender Sale End Date	06-01-2023 12:00	
Bid Start Date	16-12-2022 18:15	

Bid End Date	06-01-2023 15:00
Pre-Bid Meeting Date	23-12-2022 17:00
Techno-Commercial Bid opening on	06-01-2023 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 DEPTT.
 MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
 Tender No. MMD/T-HTM1-04/1222

BID NOTICE

The Chief Engineer, Material Management Deptt. (MMD), on behalf of Maharashtra State Electricity Distribution Company Limited (the Purchaser), hereby invites sealed bids from eligible bidders for Procurement of Firestop Intumescent foam, Coating paint & Sealant. 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-HTM1-04/1222.

Estimated Tender Cost : Rs. 951.00 Lakh including 18% GST.

Tender Fee : Rs. 10,000 + 18 % GST extra

The bidder should submit non-refundable Bid Fee of Rs. 10,000 + 18 % GST extra paid through online payment only, prior to the dead line for submission of bids as per the procedure led by the MSEDCL.

Earnest Money Deposit:

The bid must be accompanied with EMD @ 0.50% (Half Percent) value of estimated cost of Offered Quantity of Tender in the form of Bank Guarantee (BG) OR Demand Draft (DD) from any Nationalized / Scheduled Bank in favour of the Maharashtra State Electricity Distribution Co. Ltd., payable at Mumbai as per the Annexure-'M' enclosed with tender documents having validity of 120 days from opening of tender and denominated in Indian Rupees only as mentioned in details in Tender Document (Section-I). Interest shall not be allowed on EMD.

The scanned copy of the online payment receipt of Tender fee & scan copy of BG/DD for EMD Payment should be uploaded (in e-tendering) and original BG/DD should be submitted to this office on or before due date & time of submission of Bid.

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	16.12.2022
Date and time of submission of Bids	06.01.2023 up to 15:00 Hrs.
Date and time of Bid Opening	06.01.2023 at 15:30 Hrs.
Date and time of Pre bid meeting	23.12.2023 at 17:00 Hrs. Video call link: https://meet.google.com/tfu-uqji-qxj

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR

Procurement of Firestop Intumescent foam, Coating paint &
Sealant

Tender No: MMD/T-HTM1-04/1222



**OFFICE OF THE CHIEF ENGINEER,
Maharashtra State Electricity Distribution Co. Ltd.
Material Management Deptt.,
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.DEPTT.)

INSTRUCTIONS TO THE BIDDERS**I SCOPE OF WORK:**

The scope of work under this tender is for procurement of Firestop Intumescent foam, Coating paint & Sealant as specified in Annexure-D (Technical Specifications) at various destination sites / stores Centers of the Purchaser in Maharashtra.

Sr. No.	Item Code	Item Description	Unit	Tender Quantity in Nos.	Estimated cost of Tender (Lakh)
1.	56250860119	Expandable Fire Stop Intumescent Foam (320 ml/cartridges) HSN Code: 32149090	Nos.	7,000	503.03
2.	56250860299	Fire Retardent Cable Coat (Paint) (20 Kg/bucket) HSN Code: 32091010	Nos.	600	347.35
3.	56250860379	Fire Stop Intumescent Sealant (300 ml/cartridges) HSN Code: 32149090	Nos.	3,400	79.96
4.	56250860459	Dispenser Gun for Expandable Fire Stop Intumescent Foam HSN Code: 82055990	Nos.	50	15.05
5.	56250860539	Dispenser Gun for Fire Stop Intumescent Sealant HSN Code: 82055990	Nos.	50	5.61
Total					951.00

The Actual Quantity that will be procured may vary depending upon the site requirement. The Quantity mentioned as above 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. OEM as well as trader is allowed to participate in the tender.

2. Turnover Criteria:

The minimum average annual turnover of last three financial years [i.e. FY 2018-19, 2019-20 and 2020-21 OR 2019-20, 2020-21 and 2021-22] of the bidder shall be 30% of the tender estimated cost of offered item. The bidder has to submit the annual turnover certificate of the company of last three financial years.

3. Manufacturing/Supply Experience:

Bidder should have the experience in Manufacturing/Supply of Firestop Intumescent foam, Coating paint & Sealant for 3 years up to the preceding financial year [2021-22] to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking or Government Department or any private parties and should have executed one order of 30% of tender quantity for offered item during last three financial years OR two orders each of 15% of tender quantity for offered item during last three financial years OR three orders each of 10% of tender quantity for offered item during last three financial years. The bidder should submit the order completion certificate of the utility for offered item only.

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4. The bidder should have his own manufacturing facility. If the bidder is trader, should have to upload manufacturing facility of manufacturer.
 5. The trader supplying the material should have experience of handling and installing the products qualifying the technical specifications.
 6. Trader should have a certificate from OEM stating accreditation from the OEM to install and handle the products.
 7. Trader shall have valid License as per Maharashtra Fire Prevention and Life Safety Measures Act, 2006.
 8. For each of the items quoted, tenderer shall offer 100% of the advertised quantity.
 9. The bidder shall have ISO certification (ISO 9001 & 14001) for quality management system & environmental management system (In case of trader certificate from OEM shall be produced).
 10. Following Documents should be submitted by the bidder along with the bid:
 - Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant with valid UDIN number for preceding three financial years.
 - Copies of orders executed by the bidder.
 - The Certificate from the purchaser with regards to successful execution of the order for preceding three financial years.
 - List of orders in hand.
 - Documentary evidence (for e.g. SSI/NSIC/MSME Certificate/In case of trader documentary evidence from OEM etc.) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
 - List of in house manufacturing and testing facilities as well as quality control set up of OEM.
 - In case of trader certificate from OEM stating accreditation from the OEM to install and handle the products.
 - In case of trader valid License as per Maharashtra Fire Prevention and Life Safety Measures Act, 2006.
 - Valid ISO certification (ISO 9001 & 14001) for quality management system & environmental management system.
 - Certificate from Chartered Accountant for not having controlling stake in more than one entity.
 - Undertaking certifying that bidder has not approached any one for undue influence.
 - Debar undertaking as per Annexure-I.
 - Notarized power of attorney in favor of appointed agent/representative.
 - Copy of Money Receipt/D.D./BG for EMD paid.
 - Documentary evidence in respect of classification of your unit as per Micro, Small and Medium Enterprises Development Act 2006.
 - Real Time Gross Settlement [RTGS] details.
 - Documentary evidence in respect of registered under the GST Law.

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 item quoted, bidder shall offer 100% of the advertised quantity & the bidder must submit the documentary evidence issued by relevant Government authority for manufacturing capacity for supply of offered quantity failing which the offer will be rejected.

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. For any deviation in this regard, the offer shall be summarily rejected.

VI DELIVERY:

- (i) Bidder is requested to quote delivery F.O.R. DESTINATION only & only for the unit of the item specified in Annexure 'B'.
- (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 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 equated monthly delivery schedule and rate of delivery per month is not indicated.
- (v) The delivery period to be submitted by the bidder for the offered quantity shall be in equated monthly lots from the date of Acceptance of Tender (A/T) by MM Deptt.
- (vi) Bidder to submit the pack of following items per substation in equated monthly lot.

Material Description	Unit	Quantity
Expandable Fire Stop Intumescent Foam (320 ml/cartridges)	Nos.	35
Fire Retardent Cable Coat (Paint) (20 Kg/bucket)	Nos.	3
Fire Stop Intumescent Sealant (300 ml/cartridges)	Nos.	17
Dispenser Gun for Expandable Fire Stop Intumescent Foam	Nos.	1 or as per requirement
Dispenser Gun for Fire Stop Intumescent Sealant	Nos.	1 or as per requirement

- (vii) MSEDCL may issue dispatch instructions as per requirement. The quantity demanded per consignee could be less than or equal to monthly lot specified in contract. Wherever as per demands, 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.
- (viii) MSEDCL will 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 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 may instruct the supplier to withhold entire or part of monthly supply of material for a specified period by giving two months advance instruction.
- (x) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

The bidder is advised to get their Art Work approval immediately after placement of A/T so that the material is received by the purchaser well within the committed delivery period. The bidder shall ensure that the first 2 lots quantities are received by purchaser within 2 months from the date of A/T. 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.

- (xi) POOR PERFORMANCE:

If the participating firm/ supplier delays the supply beyond 3 (three) months of their schedule for immediate earlier two consecutive orders for the similar item then, although the liquidated damages for delayed supply are applicable as per

 tender condition, the firm may not be considered for placement of order against the subject tender.

VII OFFERING THE MATERIAL:

- (A) The bidder may offer the material as per MSEDCL standard technical specifications as per Annexure-D.
- (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 on line 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 on line vendor registration form on e-tendering through which the vendor is submitting his offer.

VIII 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 direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of a bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the purchaser regarding the bidding process.
- (e) Bidders found to be in conflict of interest, shall be disqualified.

IX 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.

X 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, 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.

XI 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.)" checkbox shall be selected.

XII 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 checkbox 'Not quoted' against each of the item in Annexure 'B' / Price Bid.

XIII B.I.S. LICENCE AND BEE CERTIFICATE :

Not Applicable.

XIV MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

XV SUBMISSION OF DRAWING & BILL OF MATERIAL:

Not Applicable.

XVI 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.

XVII -(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.

Above confirmation for the quantity less than as indicated in Clause X (iii) of Instructions to the bidder shall not be acceptable.

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

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

Matching offers & Quantity allocation:

(a) MSEDCL reserves the right to call matching offers after opening of price bid.

(b) Quantity allocation will be at sole discretion of the MSEDCL.

XVIII EARNEST MONEY DEPOSIT (EMD):

The bidder should pay the Earnest Money @ 0.50% (Half Percent) estimated cost of the 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. Reference to the Tender no. should be given in case the EMD is paid by Demand Draft before due date of tender and the relevant deposit amount mentioned in the 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 security 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.

XIX 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.

XX 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) Offline Submission:

Physical submission of documents (Part-III)

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

XXI 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.

XXII PURCHASERS RIGHT:

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

XXIII 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', 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 annexures and schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

XXIV 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.

XXV 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 mutual consent. The quantity specified may be for dispatch to one destination or several places.

XXVI 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.

XXVII NOTIFICATION OF AWARD:

Notification of Award of contract will be made by Acceptance of Tender, to be sent by registered post or given by hand, 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.

XXVIII EARNEST MONEY OF UNSUCCESSFUL BIDDER:

Earnest money deposit shall 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 Cell after the tender has been decided.

XXIX 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.

XXX 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.

XXXI 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.

XXXII 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.

XXXIII 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.

XXXIV 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.

The bidder is advised to visit the Site and study the bid document thoroughly, and is requested to submit any questions in writing or by fax/e-mail/post, 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.

- 3) Nonattendance 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.

XXXV CLARIFICATION ON DEVIATIONS:

The purchaser, if necessary, shall obtain clarifications on deviations within 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 09 months from the date of Acceptance of Tender (A/T). 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.

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

After issuing of Art Work Approval of Sample, inspection of material in the factory will be carried out by inspection officer of MM Deptt as & when required.

4) INSPECTION:

MSEDCL on its sole discretion may get the material inspected and tested by third party NABL lab.

Random sample of material may be selected from supplied material at any stores & may be tested by MSEDCL as & when required. However, there will not be any effect on the delivery period due to the inspection.

5) 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 or later, at the time of giving final clearance for dispatch after inspection of the material. The supplier shall dispatch the material as per the dispatch instruction in accordance with A/T.
- 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.

6) WAGON LOADS / TRUCK LOADS:

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

7) 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 shall be arranged by the consignee.

8) DESPATCH INTIMATION:

The supplier shall inform by e-mail to the consignees, 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.

9) 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.

10) REPLACEMENT OF REJECTED MATERIALS:

If, 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 security 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. 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.

11) 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 (MMD) 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.

12) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:

On receipt of material at destination of consignee as per DI, Additional Executive Engineer (MM CELL) 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) Delivery challan.
- c) E-way bill receipt.
- d) 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.

13) PAYMENT OF BILLS:

(i) Terms of payment:

- a. The Bidder shall be paid 100% payment within 60 days from the date of receipt of circle-wise monthly quantity in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- b. However, in respect of Micro, Small and Medium Enterprises 100% payment shall be paid within 45 days from the date of receipt of circle-wise monthly quantity 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 stipulated time. 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) E Way Bill
 - (iii) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.

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), MSEDCL, 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, no payment shall be made against the said MRI.

Any amount more than Rs. One Lakh will 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.

14) 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.

15) 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.

16) GUARANTEE:

Material offered shall be guaranteed for Shelf life of 09 months & service life of 30 years from date of supply of materials at consignee stores in good condition.

In case of failure of material within the above guarantee period, tenderer shall replace free of cost at stores within 45 days from the date of intimation from stores and lift the rejected material after replacement. If the defective material is not replaced within the specified period as above, the Maharashtra State Electricity Distribution Company Ltd. shall retain an equivalent end cost of material plus 15% supervision charges from any of the bills of the supplier or encashing available security deposit/ B.G. submitted against guarantee period or through any available sources, till the return of the equipment. No interest will be paid on the amount so retained / recovered. In case of material / item not returned duly repaired 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 security deposit/ B.G. 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/Security Deposit to adhere to the timelines.

The outage period, i.e. the period from the date of failure till unit 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.

17) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:

- (i) 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.
- (ii) 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.
- (iii) 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 (i) 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.

18) 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.

19)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 (hereinafter 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.

20)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. 23 of Section-II i.e. Annexure-A will remain unchanged.

21) 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. 21 as stated above i.e. Liquidated damages for late delivery.

22) PERFORMANCE GUARANTEE :

- (i) The supplier shall pay the performance bank guarantee within 15 days @ 5% of the value of the order.
- (ii) Performance bank guarantee applicable will be 5% of the order value for 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.
- (iii) Units registered with Directorate of Industries, District Industries Centre & Central stores Purchase Organisation, Mumbai and Micro and Small Enterprises registered with N.S.I.C. and Micro Small and Medium Enterprises Development Institute (MSMEDI) shall be exempted from payment of performance bank guarantee for value of order up to Rs. 25,000/- and if the value of order is above Rs. 25,000/-, then performance bank guarantee @ 5% or Rs. 10,000/- whichever is lower will be payable against the contract excluding first amount of Rs. 25,000/-
Benefits mentioned in (ii) & (iii) above shall be available only to those items approved during registration process and subsequent updates thereof till date of submission of this tender.
- (iv) Failure to make payment of performance bank guarantee within 15 days as above will be viewed seriously and the contract awarded shall be liable to be terminated at the risk and cost of the supplier and the supplier shall be solely responsible for the consequences arising out of such termination.
- (v) The amount of performance bank guarantee shall be valid for a period of 90 days beyond 2 years period of the last lot of the equipment.
- (vi) No interest / compensation shall be paid to contractor for retaining the performance bank guarantee after the end of said period.
- (vii) The performance guarantee shall be paid in favour of Purchaser by way of:
 - (a) Demand Draft on any Nationalized / scheduled bank in Mumbai or
 - (b) When the amount exceeds Rs. 10,000/-, performance guarantee shall be paid by bank guarantee in the standard form of purchaser from any Nationalized/ scheduled bank valid for 90 (ninety) days from the date of expiry of the guarantee

 period of last consignment of materials as specified in guarantee clause given in conditions of Tender and supply.

(viii) This performance guarantee in DD or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on:

- (a) his failure to execute this order or
- (b) any other contract and
- (c) in the event of non fulfillment of the terms and conditions of the contract.
- (d) Non completion of guarantee period of the supplied equipments /material.

23)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.

24)SETTLEMENT OF DISPUTE:

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

25)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.

26)TERMINATION OF CONTRACT

- i) 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.
- ii) 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,
 - i) 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

 - ii) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.

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, 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.

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

27)DEBAR OF MANUFACTURER FROM PARTICIPATION IN FUTURE TENDERS OF MSEDCL:

In the event of fraudulent practices / non-compliance / non fulfillment of any obligation as required by MSEDCL at any stage of tendering or execution, the bidder is liable to be debarred / blacklisted at the discretion of MSEDCL.

28)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.

29)TRAINING AND DEMONSTRATION:

The product supplier shall provide training at site where products will be supplied. Training will be at no extra cost to purchaser. The training shall cover operation, application of the products. The training program shall be finalized in consultation with concern Office of the Chief Engineer (Civil). The demonstration of the offered products shall be given to substation maintenance staff through video conference or circulation of video links. The functionality, quality, user friendliness of the offered product will be checked at site. The products not meeting the requirement will be summarily rejected.

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. In case your unit is located in Maharashtra and the
 - (a) 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:**

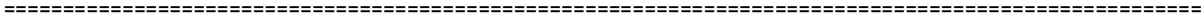
- 1. Please confirm whether you are agreeable to accept
 - (b) order at the lowest acceptable rate received against the tender.

.....

[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 X(iii) 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/non compliance 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- I

(Debar undertaking format)

(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- K**List of Stores**

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

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-R**(Summary of Manufacturing/Supply Experience against Qualifying Requirements)**

We hereby certify that following purchase orders are executed by us during FY 2019-20, FY 2020-21 & FY 2021-22 for material mentioned below from the Electrical Utilities/ Government departments/ Discoms/SEBs/Private party:

Sr. No.	Item Description	Purchase name	Purchase order no.	Purchase Order date	Order quantity with unit	Supplied quantity with unit	FY period of order execution
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

Also enclose following with above summary sheet of Experience [Annexure - R]:

- 1] Separate sheet for detailed calculations for col. No. (9).
- 2] Order copy.
- 3] Order Execution Certificate certified by Purchaser / Chartered Accountant.

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	56250860299	Fire Retardent Cable Coat	NO	600	32091010								
2	56250860119	Expandable Fire Stop Intumescent Foam	NO	7000	32149090								
3	56250860379	Fire Stop Intumescent Sealant	NO	3400	32149090								
4	56250860459	Dispenser Gun for Expandable Fire Stop I	NO	50	82055990								
5	56250860539	Dispenser	NO	50	82055990								

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)	Integrate d GST for outside State Transaction on (Ex-Works Price+Fr eight Charges + Transit Insuranc e Charges)(In Rupees)	Central GST for within State Transact ion on (Ex- Works Price + Freight Charges + Transit Insuranc e 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)
		Gun for Fire Stop Intumescent											

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 1 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: Expandable Fire Stop Intumescent Foam



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

Expandable Fire Stop Intumescent Foam

For

DISTRIBUTION SYSTEM

IN

MSEDCL



**Technical Specification of Firestopping &
compartmentation of substations using
Firestop Expanding foam (expansion1-5)
Ablative Cable coating &
Intumescent Sealant in regard to
IEC 60332 / IEC 60331 Guidelines & UL 1479
/ASTM E 814 Standards
for
MSEDCL Substations**

**Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop
Expanding Foam, Ablative Cable coating & Intumescent Sealant.**

INDEX

Sr. No.	Particulars
1.	Scope
2.	Service conditions
3.	Standards
4.	Part I, Firestop Expanding Foam
5.	Part II, Cable Retardant Coating
6.	Part III, Intumescent Sealant
7.	Testing facilities
8.	Inspection
9.	Drawings
10.	Schedules -Schedule A -Schedule B -Schedule C
11.	General Technical Particulars

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

1. SCOPE:

The specification covers the material supply of Expandable Foam for congested cable, Fire stop cable coating paint & Intumescent Sealant for delay in fire expansion for through penetrations going through block wall, concrete wall, Concrete slab & Gypsum walls in Sub-stations of MSEDCL. The material shall control the fire with compartmentalization before spreading it or slowdown the fire from its rapid expansion.

APPLICATION:

High performance intumescent Fire stop sealant, Fire Stop Foam and Fire stop Coating Paint are found to be very useful to prevent fire or to stop spreading it due to electrical short-circuits in Electrical Control Panels, Control Rooms, Cable Trench and electrical wire duct.

2. SERVICE CONDITIONS:

Equipment to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions.

2.1	Maximum ambient temperature (Degree C)	50
2.2	Maximum temperature in shade (Degree C)	45
2.3	Minimum Temperature (Degree C)	3.5
2.4	Relative Humidity (Percent)	10 to 95
2.5	Maximum Annual rain fall (mm)	1450
2.6	Maximum wind pressure (kg/sq.m)	150
2.7	Maximum altitude above mean sea level (Meter)	1000
2.8	Isoceran level (Days per year)	50
2.9	Siesmic level (Horizontal Acceleration)	0.3 g
2.10	Moderately hot and humid tropical climate conducive to rust and fungus growth	

3. STANDARDS:

The equipment shall conform to latest applicable Indian standard or equivalent IEC, BS EN standards or ASTM standards and in particular to the following standard:

- a) IEC:60068- 2- 57 Environmental testing - Part 2-57: Tests - Test Ff: Vibration method
- b) IEC:60332 Part 3 Test for vertical flame spread of vertically-mounted bunched wires or cables.

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

- | | |
|-----------------|--|
| c) UL 1479 | Standard for Through-Penetration Fire stop. |
| d) ASTM E90 | Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Element |
| e) ASTM E 21-96 | Standard Practice for Determining Resistance of synthetic |
| f) ASTM F -814 | Fire Tests of Penetration Fire-stop Systems |
| g) CAN/ULC-S115 | Standard Method of Fire Tests of Fire-stop Systems |
| h) ASTM G -21 | Corrosion Potential Testing. |
| i) ASTM C 1241 | Standard Test Method for Volume Shrinkage of Latex Sealants During Cure ¹ |
| j) IEC:60331 | Tests for electric cables under fire conditions- Circuit Integrity |

The tenderer shall clearly state the standard to which the equipment offered by him conforms.

4.0**PART - I****EXPANDABLE INTUMESCENT FOAM**

- 4.1** For horizontal openings in floors or slabs and vertical openings in walls made of concrete/ masonry or Gypsum after passing service lines like cable trays or cables/cable bundles.
- 4.2** The expanding foam expands five times its volume to fill the cavity at the time of dispensing the material and shall fully cure within two minutes after dispensing. Cured foam should be flexible and re-enterable and repairable.
- 4.3** The product shall be age tested as per ETAG and shall be acknowledge by the OEM for 30years. The system shall be UL listed & classified and product shall bear the UL logo on the packing.
- 4.4** The product shall carry test certificate for low VOC content of approx. 250µg/M³
- 4.5** The product shall be flexible, re-enterable and repairable.
- 4.6** The product shall be UL listed & classified and shall bear the UL logo on the packing.
- 4.7** The product shall be Third party tested and shall provide UL certificate as per mentioning the floor assembly, wall assembly, drawing off the setup, Fire-stop location & detail size of each Component.
- 4.8** The name of OEM shall clearly mention under the test certificates along with detailed thickness & requirements for installation.

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

4.9 The following technical details shall be as below:

A. Expanding Fire-stop Foam

Chemical basis	Two component polyurethane
Color	Red-Brown
Recommended product application Temperature	41° to 86 ° F (5° to 30° C)
Recommended substrate temperature	32° to 104 ° F (0° to 40° C)
Storage and transportation temperature range	41° to 86 ° F (5° to 30° C)
Temperature resistance range	-22° to 176 ° F (-30° to 80° C)
Expansion ratio	1:5
Tested in accordance with	UL 1479, ASTM E814, CAN/ULC-S115
Surface burning characteristics (ASTM E84)	Flame Spread 0 Smoke Development 15
Minimum curing time ready to cut	3 min
LEED VOC	250µg/M ³
Volume per cartridge & foam yield (up to)	380 ml & 1.9L
Shelf life	9 months
Expansion temperature	482° F (250°c)

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

5.0**PART - II****CABLE RETARDENT COAT (PAINT)**

- 5.1 Provide Ablative based coating on cables or on bunch of cables & cable trays for at least 1 meter in every 14 meters for horizontal run and to entire length of vertical run. The cable coating shall have a density in the range of 1.2 to 1.55 g/cm³ shall be non- toxic, Asbestos and halogen free and shall have good mechanical strength. The coating shall comply with IEC 60332 part 3 (1992). IEC 60331.
- 5.2 The product shall be suitable for internal and external application.
- 5.3 The product should have a VOC content of approx. 55 g/l as per LEED 2009 and should not have any de-rating effect on the cable.
- 5.3 Manufacturer should submit relevant certificates for mentioned attributes
- 5.4 The test certificate should be documented under third party
- 5.5 The technical details should be following
 - 1 Density : 1.55g/m³
 - 2 Color White
 - 3 Chemical base; Water Based
 - 4 Application test range : 5 – 40 degree C
 - 5 Approx. Curing Time : 1-3 days
 - 6 pH Value : 7-8
 - 7 Building Material Class : B2
 - 8 Ablative : Yes
 - 9 Shelf Life : 12 months
 - 10 LEED VOC : 55 g/l
 - 11 Temperature resistance of cable coating : 30 – 80 Degree C

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

B. Cable Coating Paint

Colour	White
Paint Content	12.5kg
Application temperature range	+5° C to +40 ° C
Shelf life (stored dry and free from frost)	9 months
Density uncured :	Approx. 1.55 g/cm ³
Consistency :	Can be applied by paint brush, roller or spray
Touch dry :	6 hours
Full cure :	24-72 hours
As per IEC 332 :	Dft of Coating = 1 mm For flat surface consumption = 1.7 Kg/m ² For cable bundles consumption =2.5 Kg/m ²
As per IEC 331 :	Dft of Coating = 4.5 mm For flat surface consumption = 7.2 Kg/m ² For cable bundles consumption =10 Kg/m ²

6.0

PART -3

INTUMESCENT SEALANT

- 6.1 Provide high performance intumescent fire-stop sealant around combustible penetrations for horizontal openings in floors or slabs and vertical openings in walls made of concrete/masonry or Gypsum after passing service lines like cable trays or cables/cable bundles.
- 6.2 The sealant shall have surface burning characteristics according UL 723 (ASTM E84-96) Flame spread index 0 and smoke development index 0.
- 6.3 The sound transmission classification according to ASTM report.
- 6.4 Movement capability of Approx. 10% for movement joints when tested in accordance to UL 2079.
- 6.5 Sealant shall meet LEED requirements for indoor environmental quality credit (0.5 and 5.0 mg/M³) with a VOC content of 19.4 G/L. also tested on mechanical performance, smoke and fire-ratings.
- 6.6 The product shall be age tested as per ETAG and shall be acknowledge by the OEM for 30years. The system shall be UL listed & classified and product shall bear the

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

UL logo on the packing.

- 6.7 If none of UL test certificate complies with actual application, an EJ document prepared by qualified personnel and based on nearest third party tested & approved systems like UL test certificates & in accordance with IFC guidelines shall be produced by manufacturer.
- 6.8 The product shall be third party tested & shall provide II certification as per specifications mentioning the floor and wall assembly, drawing off the setup, firestop location & detailed size of each component.
- 6.9 The name of OEM shall be clearly defined under the test certificates along with detailed thickness & requirements for installation.
- 6.10 The following technical data should be adhered:
- LEED VOC 19.4 G/L
 - Base materials Concrete, Metal, Wood, Gypsum
 - Application temperature range 5 - 40 °C
 - Approx. curing time 4 mm/3 days
 - Can be painted Yes
 - Content per can/cartridge 310 ml
 - Product class Ultimate
 - Volume per unit 310 ml
 - Color Red

C. Fire-stop sealant

Chemical basis	Water based elastomeric
Approx. Density	1.31 g/m ³
Color	Red
Application temperature range	+5 to +40°C
Approx. cure time ¹	4 mm/3 days
Temperature resistance range	-4° to 212 ° F
Sound transmission class dB	62 dB
pH Value	6.5 to 7
Surface burning characteristics UL 723 (ASTM E84)	Flame Spread 0 Smoke Development 0
Tested in accordance with	UL 1479, ASTM E814, ASTM E 84, CAN/ULC-S115, ASTM G21, ASTM E90
California State fire marshal approval	Required for Intumescent Fire-stop Sealant
Intumescent activation	From 190°C to 590°C
Shelf life	Min 12 months

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

7.0 Test on Intumescent Foam, Fire Retardant Cable Coat and Intumescent Sealant:

All tests shall be carried as per the relevant standards mentioned in technical specification. Tests shall comprise of Routine and Acceptance Tests.

7.1 Tests:

The product shall be fully tested as per relevant standards and certifications. Test report shall be submitted with the technical bid. These tests must have been conducted on the offered items.

Successful Bidder shall take test report from CE (Testing &QC), MSEDCL before commencement of supply.

8.0 SCHEDULES:

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

Schedule A----- Guaranteed Technical Particulars.

Schedule-B: ----- Deviations from specifications

Schedule-C: ----- Bidder's/Supplier's Experience

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

Schedule 'A'

Guaranteed Technical Particulars of A. Expanding Fire-stop Foam		
Sr.NO	GTP Parameters	To be filled by the Bidder
1	Name of Manufacturer	Text
2	Type of Expanding Fire stop Foam (As per specifications)	Text
3	Reference Standard ASTM E 814/UL 1479 or latest version amended up to date	Text
4	Chemical basis	Text
5	Color	Text
6	Recommended product application temperature	Text
7	Recommended substrate temperature	Text
8	Storage and transportation temperature range	Text
9	Temperature resistance range	Text
10	Expansion ratio	Text
11	Mold and mildew performance	Text
12	Tested in accordance with	Text
13	Surface burning characteristics (ASTM E84)	Text
14	Minimum curing time ready to cut	Text
15	LEED VOC	Text
16	Volume per cartridge & foam yield (up to)	Text
17	Acoustics performance	Text
18	Shelf life	Text
19	Expansion temperature	Text
20	LEED VOC	Text
21	List of test conducted on similar equipment's	Text
22	List of copies of test certificate enclosed	Text
23	Any other details	Text
24	Performance of Guarantee	Text

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

Guaranteed Technical Particulars of B. Cable Coating Paint		
Sr.NO	GTP Parameters	To be filled by the Bidder
1	Name of Manufacturer	Text
2	Type of Fire-stop cable coating (As per specifications)	Text
3	Reference Standard IEC : 60332 or latest version amended up to date	Text
4	Colour	Text
5	Paint Content	Text
6	Application temperature range	Text
7	Shelf life (stored dry and free from frost)	Text
8	Density uncured :	Text
9	Consistency :	Text
10	Touch dry :	Text
11	Full cure :	Text
12	As per IEC 332 :	Text
13	List of test conducted on similar equipment's	Text
14	List of copies of test certificate enclosed	Text
15	Any other details	Text
16	Performance of Guarantee	Text

Technical Specification of Fire-stop & Compartmentation of Sub-Stations using Firestop Expanding Foam, Ablative Cable coating & Intumescent Sealant.

Guaranteed Technical Particulars of C. Fire-stop sealant		
Sr.NO	GTP Parameters	To be filled by the Bidder
1	Name of Manufacturer	Text
2	Type of Fire-stop Sealant (As per specifications)	Text
3	Reference Standard ASTM E184/UL 1479 or latest version amended upto date	Text
4	Chemical basis	Text
5	Approx. Density	Text
6	Colour	Text
7	Application temperature range	Text
8	Approx. cure time ¹	Text
9	Temperature resistance range	Text
10	Mold and mildew performance	Text
11	Mold and mildew resistance	Text
12	Surface burning characteristics UL 723 (ASTM E84	Text
13	Tested in accordance with	Text
14	California State fire marshal approval	Text
15	Expansion ration (unrestricted, up to)	Text
16	List of test conducted on similar equipment's	Text
17	List of copies of test certificate enclosed	Text
18	Any other details	Text
19	Performance of Guarantee	Text

Technical Specification Cont

Item	Technical Specification
Dispenser Gun for Expandable Fire Stop I(56250860459)	Refer To The Following Item Specification: Expandable Fire Stop Intumescent Foam(56250860119)
Dispenser Gun for Fire Stop Intumescent(56250860539)	Refer To The Following Item Specification: Expandable Fire Stop Intumescent Foam(56250860119)
Fire Retardent Cable Coat (Paint)(56250860299)	Refer To The Following Item Specification: Expandable Fire Stop Intumescent Foam(56250860119)
Fire Stop Intumescent Sealant(56250860379)	Refer To The Following Item Specification: Expandable Fire Stop Intumescent Foam(56250860119)

Expandable Fire Stop Intumescent Foam

GTP Order Sequence	GTP Parameters	Date Type
1	Name of Manufacturer	TEXT
2	Type of Expanding Fire stop Foam (As per specifications)	TEXT
3	Reference Standard ASTM E 814/UL 1479 or latest version amended up to date	TEXT
4	Chemical basis	TEXT
5	Color	TEXT
6	Recommended product application temperature	TEXT
7	Recommended substrate temperature	TEXT
8	Storage and transportation temperature range	TEXT
9	Temperature resistance range	TEXT
10	Expansion ratio	TEXT
11	Mold and mildew performance	TEXT
12	Tested in accordance with	TEXT
13	Surface burning characteristics (ASTM E84)	TEXT
14	Minimum curing time ready to cut	TEXT
15	LEED VOC	TEXT
16	Volume per cartridge & foam yield (up to)	TEXT
17	Acoustics performance	TEXT
18	Shelf life	TEXT
19	Expansion temperature	TEXT
20	LEED VOC	TEXT
21	List of test conducted on similar equipment's	TEXT
22	List of copies of test certificate enclosed	TEXT
23	Any other details	TEXT
24	Performance of Guarantee	TEXT

Fire Retardent Cable Coat (Paint)

GTP Order Sequence	GTP Parameters	Date Type
1	Name of Manufacturer	TEXT
2	Type of Fire-stop cable coating (As per specifications)	TEXT

3	Reference Standard IEC : 60332 or latest version amended up to date	TEXT
4	Colour	TEXT
5	Paint Content	TEXT
6	Application temperature range	TEXT
7	Shelf life (stored dry and free from frost)	TEXT
8	Density uncured :	TEXT
9	Consistency	TEXT
10	Touch dry	TEXT
11	Full cure	TEXT
12	As per IEC 332	TEXT
13	List of test conducted on similar equipment's	TEXT
14	List of copies of test certificate enclosed	TEXT
15	Any other details	TEXT
16	Performance of Guarantee	TEXT

Fire Stop Intumescent Sealant

GTP Order Sequence	GTP Parameters	Date Type
1	Name of Manufacturer	TEXT
2	Type of Fire-stop Sealant (As per specifications)	TEXT
3	Reference Standard ASTM E184/UL 1479 or latest version amended upto date	TEXT
4	Chemical basis	TEXT
5	Approx. Density	TEXT
6	Colour	TEXT
7	Application temperature range	TEXT
8	Approx. cure time 1	TEXT
9	Temperature resistance range	TEXT
10	Mold and mildew performance	TEXT
11	Mold and mildew resistance	TEXT
12	Surface burning characteristics UL 723 (ASTM E84	TEXT
13	Tested in accordance with	TEXT
14	California State fire marshal approval	TEXT
15	Expansion ration (unrestricted, up to)	TEXT
16	List of test conducted on similar equipment's	TEXT
17	List of copies of test certificate enclosed	TEXT

18	Any other details	TEXT
19	Performance of Guarantee	TEXT

Dispenser Gun for Expandable Fire Stop I

GTP Order Sequence	GTP Parameters	Date Type
1	Whether agreed to supply as per MSEDCLs technical specifications?	TEXT

Dispenser Gun for Fire Stop Intumescent

GTP Order Sequence	GTP Parameters	Date Type
1	Whether agreed to supply as per MSEDCLs technical specifications?	TEXT

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Upload undertaking that agreed for supply of material as per MSEDCLs technical	Technical Section	Dispenser Gun for Expandable	Upload undertaking that agreed for supply of material as per MSEDCLs technical specifications.
2	Upload undertaking that agreed for supply of material as per MSEDCLs technical	Technical Section	Dispenser Gun for Fire Stop	Upload undertaking that agreed for supply of material as per MSEDCLs technical specifications.
3	In case of trader valid License as per Maharashtra Fire Prevention and Life Safety Measures Act,	Technical Section	Expandable Fire Stop	In case of trader valid License as per Maharashtra Fire Prevention and Life Safety Measures Act, 2006.
4	Age test certificate as per ETAG acknowledge by the OEM for 30 years for expandable fire stop intume	Technical Section	Expandable Fire Stop	Age test certificate as per ETAG acknowledge by the OEM for 30 years for expandable fire stop intumescent foam.
5	Test certificate for low VOC content of approx. 250 µg/M ³ for expandable fire stop intumescent foam.	Technical Section	Expandable Fire Stop	Test certificate for low VOC content of approx. 250 µg/M ³ for expandable fire stop intumescent foam.
6	Third party tested UL certificate mentioning the floor assembly, wall assembly, drawing off the set	Technical Section	Expandable Fire Stop	Third party tested UL certificate mentioning the floor assembly, wall assembly, drawing off the setup, Fire-stop location & detail size of each Component for expandable fire stop intumescent foam.
7	Certificate for VOC content of approx. 55 g/l as per LEED 2009 for fire retardant cable coat.	Technical Section	Fire Retardent Cable Coat	Certificate for VOC content of approx. 55 g/l as per LEED 2009 for fire retardant cable coat.
8	Certificate for surface burning characteristics according UL 723 (ASTM E84-96) Flame spread index 0	Technical Section	Fire Stop Intumescent	Certificate for surface burning characteristics according UL 723 (ASTM E84-96) Flame spread index 0 and smoke development index 0 for fire stop intumescent sealant.
9	Certificate for sound transmission classification according to ASTM report for fire stop	Technical Section	Fire Stop Intumescent	Certificate for sound transmission classification according to ASTM report for fire stop intumescent sealant.
10	Certificate for movement capability of Approx. 10% for movement joints when tested in accordance to	Technical Section	Fire Stop Intumescent	Certificate for movement capability of Approx. 10% for movement joints when tested in accordance to UL 2079 for fire stop intumescent sealant.
11	Certificate for movement capability of Approx. 10% for movement joints when tested in accordance to	Technical Section	Fire Stop Intumescent	Certificate for movement capability of Approx. 10% for movement joints when tested in accordance to UL 2079 for fire stop intumescent sealant.
12	Certificate for meeting LEED	Technical Section	Fire Stop Intumescent	Certificate for meeting LEED requirements for indoor environmental quality

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
	requirements for indoor environmental quality credit (0.5 and 5.0 mg			credit (0.5 and 5.0 mg/M ³) with a VOC content of 19.4 G/L. also tested on mechanical performance, smoke and fire-ratings f
13	Age test certificate as per ETAG acknowledge by the OEM for 30 years for fire stop intumescent	Technical Section	Fire Stop Intumescent	Age test certificate as per ETAG acknowledge by the OEM for 30 years for fire stop intumescent sealant.
14	EJ document prepared by qualified personnel and based on nearest third party tested & approved syste	Technical Section	Fire Stop Intumescent	EJ document prepared by qualified personnel and based on nearest third party tested & approved systems like UL test certificates & in accordance with IFC guidelines for fire stop intumescent sealant.
15	Third party tested II certification as per specifications mentioning the floor and wall assembly, dr	Technical Section	Fire Stop Intumescent	Third party tested II certification as per specifications mentioning the floor and wall assembly, drawing off the setup, firestop location & detailed size of each component for fire stop intumescent s
16	Documentary evidence in respect of registered under the GST Law.	Commercial Section		Documentary evidence in respect of registered under the GST Law.
17	Real Time Gross Settlement [RTGS] details.	Commercial Section		Real Time Gross Settlement [RTGS] details.
18	Documentary evidence in respect of classification of your unit as per Micro, Small and Medium	Commercial Section		Documentary evidence in respect of classification of your unit as per Micro, Small and Medium Enterprises Development Act 2006.
19	Upload Copy of Money Receipt/D.D./BG for EMD paid.	Commercial Section		Upload Copy of Money Receipt/D.D./BG for EMD paid.
20	Notarized power of attorney in favor of appointed agent/representative.	Commercial Section		Notarized power of attorney in favor of appointed agent/representative.
21	Debar undertaking as per Annexure-I.	Commercial Section		Debar undertaking as per Annexure-I.
22	Undertaking certifying that bidder has not approached any one for undue influence.	Commercial Section		Undertaking certifying that bidder has not approached any one for undue influence.
23	Certificate from Chartered Accountant for not having controlling stake in more than one entity.	Commercial Section		Certificate from Chartered Accountant for not having controlling stake in more than one entity.
24	Valid ISO certification (ISO 9001 & 14001) for quality management system & environmental management	Commercial Section		Valid ISO certification (ISO 9001 & 14001) for quality management system & environmental management system.
25	In case of trader certificate from OEM stating accreditation from the OEM to install and handle the	Commercial Section		In case of trader certificate from OEM stating accreditation from the OEM to install and handle the products.

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
26	List of in house manufacturing and testing facilities as well as quality control set up	Commercial Section		List of in house manufacturing and testing facilities as well as quality control set up of OEM.
27	Documentary evidence (for e.g. SSI/NSIC/MSME Certificate/In case of trader documentary evidence from	Commercial Section		Documentary evidence (for e.g. SSI/NSIC/MSME Certificate/In case of trader documentary evidence from OEM etc.) for manufacturing capacity to cover the quantity offered by the bidder and considering or
28	List of orders in hand.	Commercial Section		List of orders in hand.
29	The Certificate from the purchaser with regards to successful execution of the order for preceding t	Commercial Section		The Certificate from the purchaser with regards to successful execution of the order for preceding three financial years.
30	Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant with	Commercial Section		Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant with valid UDIN number for preceding three financial years.
31	Copies of orders executed by the bidder.	Commercial Section		Copies of orders executed by the bidder.