Maharashtra State Electricity Distibution Co. Ltd.

Tender	Details 10-01-2023 12:20:11				
Tender Code	MMD/T-HTM2-02/0123				
Tender Type	Procurement Tender				
Type Of Bid	Two Bid				
Description	Procurement of various types of Conductor (ACSR 0.03 Weasel conductor reserved for SSI Unit only, AAAC 55 sq.mm conductor, AAAC 100 sq.mm conductor, AAAC 34 sq. mm conductor)				
Estimated Cost (In Lakhs)	3277				
Basis of prices	Firm Price Basis				
Tender Validity	120				
Delivery Requirement (In Months)	9				
Tender on rate contract basis	NO				
Tender Fee (In INR)	25000				
GST In INR (@18% on Tender Fee: SAC No.	4500				
Total Tender Fee Amount including GST in INR.	29500				
Contact	Narendra Narayane , 8879280283 ,cemmcmsedcl@gmail.com				
Pre-Qualifying Req	As per QR				
Budget Type	NA				
Scheme Code	null				
Scheme Name					
Department	Material Management Cell				
Office Type	НО				
Location Type	Corporate Office				
Designation	Executive Engineer(Distribution)				
Pre-Bid Meeting Address	Material Management Department, Plot No. G-9, Prakashgad, First Floor, Prof.A.K. Marg, Bandra (East), Mumbai - 400051				
Bid Opening Address	Material Management Department, Plot No. G-9, Prakashgad, First Floor, Prof.A.K. Marg, Bandra (East), Mumbai - 400051				
Version No	1				
Call for Deviation	YES				
Is Annexure C1 Applicable	YES				
Is Manufacturer Applicable	YES				
Is Trader Applicable	NO				
Minimum % of Offered Quantity	20				
Is Power Supplier Applicable	NO				
Tender Sale Start Date	10-01-2023 12:20				
Tender Sale End Date	01-02-2023 11:00				
Bid Start Date	10-01-2023 15:00				
Bid End Date	01-02-2023 15:00				

Pre-Bid Meeting Date	13-01-2023 17:00		
Techno-Commercial Bid opening on	01-02-2023 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 DEPARTMENT MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. Tender No. **MMD/T-HTM2-02/0123**

BID NOTICE

The Chief Engineer, Material Management Department (MMD), on behalf of Maharashtra State Electricity Distribution Company Limited (the Purchaser), hereby invites online bids from eligible bidders for **Procurement of various types of Conductor (ACSR 0.03 Weasel conductor reserved for SSI Unit only, AAAC 55 sq.mm conductor, AAAC 100 sq.mm conductor, AAAC 34 sq. mm conductor)** Entire bidding document is available online on https://e-tender.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-HTM2-02/0123

Estimated Tender Cost: Rs. 32.77Crs. (with GST)

Tender Fee: Rs. 25,000.00 + 18 % GST

The bidder should submit non-refundable Bid Fee of Rs. 25,000.00 + 18 % GST paid through online payment only, prior to the dead line for submission of bids as per the procedure laid by the MSEDCL.

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

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

Calendar of Events Event	Date and Time		
Begin Sale of Bid Document	10/01/2023		
End Sale of Bid Document	01/02/2023		
Date and time of submission of Bids	01/02/2023 at 15:00 hrs		
Date and time of Bid Opening	01 /02/2023 at 15:30 hrs		
Date and time of Pre bid meeting	13/01/2023 at 17:00 hrs		

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Page 3 of 87

TENDER FOR

Procurement various types of Conductor (ACSR 0.03 Weasel conductor reserved for SSI Unit only, AAAC 55 sq.mm conductor, AAAC 100 sq.mm conductor, AAAC 34 sq. mm conductor)

Tender No: MMD/T-HTM2-02/0123



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

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

		INDEX					
SR. NO.	CLAUSE NO.	DESCRIPTION					
1	-	BID NOTICE					
2	-	SECTION I: INSTRUCTION TO TENDERERS					
3	Ι	SCOPE OF WORK					
4	II	QUALIFYING REQUIREMENTS					
5	III	PRICES					
6	IV	TAXES					
7	V	BASIS OF PRICES					
8	VI	PRICE VARIATION (Not Applicable)					
9	VII	DELIVERY					
10	VIII	OFFERING THE MATERIAL					
11	IX	CONFLICT OF INTEREST					
12	Х	QUOTATION					
13	XI	AMBIGUITY IN QUOTATION					
14	XII	FILLING IN OF ANNEXURE					
15	XIII	ADDITIONS/ALTERATIONS PROHIBITED					
16	XIV	BIS LICENSE AND BEE CERTIFICATE					
17	XV	MANDATORY REQUIREMENT OF SUBMISSION OF OFFER					
18	XVI	SUBMISSION OF DRAWING and BILL OF MATERIAL					
19	XVII	NAME OF AUTHORIZE REPRESENTATIVE					
20	XVIII (A)	OFFER OF MICRO and SMALL ENTERPRISES AND OTHER UNITS					
21	XVIII (B)	PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE BIDDER					
22	XVIII (C)	MATCHING OF RATES					
23	XVIII(D)	QUANTITY ALLOCATION:					
24	XIX	EARNEST MONEY DEPOSIT (EMD)					
25	XX	SIGNING OF THE TENDER DOCUMENTS					
27	VVI	SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS					
26	XXI	(a) On line (b) Offline					
27	XXII	TIMELY SUBMISSION OF OFFER					
28	XXIII	PURCHASER'S RIGHT					
29	XXIV	DISREGARD OF TENDER CONDITIONS					
30	XXV	PROHIBITION FOR POST TENDER CORRESPONDENCE					
31	XXVI	RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY					
32	XXVII	ACCEPTANCE OF TENDER					
33	XXVII	NOTIFICATION OF AWARD					
33	XXVIII	EARNEST MONEY OF UNSUCCESSFUL BIDDER					
35	XXX	VALIDITY OF OFFERS					
36	XXXI	DECLARATION FROM BIDDER					
37	XXXII	CORRUPT OR FRAUDULENT PRACTICES					
38	XXXIII	INFLUENCE					
39	XXXIV	TENDER FEES EXEMPTION					

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

SR. NO.	CLAUSE NO.	DESCRIPTION			
40	XXXV	PRE-BID MEETING			
41	XXXVI	CLARIFICATION ON DEVIATION			
42	-	CERTIFICATE			
43	-	SECTION II: ANNEXURE - "A" CONDITIONS OF TENDER AND SUPPLY			
44	1	EFFECT OF CONTRACT			
45	2	QUALITY OF SUPPLIES			
46	3	MATERIAL AND COMPONENTS			
47	4 (A)	ACCEPTANCE OF SUPPLIES/INSPECTION			
48	4 (B)	RANDOM SAMPLE TESTING VERIFICATION OF MATERIAL SUPPLIED TO STORES AFTER INSPECTION			
49	5	RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING			
50	6	RIGHT TO REVISE DESPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES			
51	7	WAGAN LOADS/TRUCK LOADS			
52	8	ROAD TRANSPORT			
53	9	DESPATCH INTIMATION			
54	10	BILL OF MATERIALS			
55	11	PACKING LIST			
56	12	REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED			
57	13	REPLACEMENT OF REJECTED MATERIALS			
58	14	TOLERANCE IN QUANTITY TO BE SUPPLIED			
59	15	MATERIAL DESPATCHED AND PROGRAMME			
60 61	16 17	MATERIAL RECEIPT AND SUBMISSION OF BILLS AT CONSIGNEE PAYMENT OF BILLS			
62	17	TAXES			
63	19	DEDUCTION			
64	20	GUARANTEE			
65	21	LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES			
66	21	LIQUIDATED DAMAGES FOR LATE DELIVERY			
67	23	ORDER PLACED ON TIME PREFERENCE BASIS (WHEREVER APPLICABLE)			
68	24	FORCE MAJEURE CLAUSE			
69	25	ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER			
70	26	PERFORMANCE OF CONTRACT:			
71	27	CONTRACT PERFORMANCE DEPOSIT			
72	28	POWER OF ATTORNEY:			
73	29	SETTLEMENT OF DISPUTE			
74	30	JURISDICTION:			
75	31	TERMINATION OF CONTRACT			
76	32	DEBAR OF MANUFACTURER FROM PARTICIPATION IN TENDERS OF MSEDCL			

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)						
SR. NO.	CLAUSE NO.	DESCRIPTION				
77	33	TAX DEDUCTED AT SOURCE				
78	-	ANNEXURE B- QUANTITY, PRICE AND DELIVERY PERIOD				
79	-	ANNEXURE C-1 : MATCHING RATE				
80	-	ANNEXURE – D : TECHNICAL SPECIFICATION				
81	-	ANNEXURE-E: CONSENT FOR SUPPLYING THE MATERIAL AS PER MSEDCL STANDARD TECHNICAL SPECIFICATIONS.				
82		ANNEXURE – F : LEGAL LITIGATION DECLARATION FORMAT				
83	-	ANNEXURE –G :PRICE VARIATION FORMULA				
84	-	ANNEXURE – H :GUARANTEED TECHNICAL PARTICULAR				
85	-	ANNEXURE – I (DECLARATION FORMAT)				
86		ANNEXURE – J : DISPATCH INSTRUCTIONS				
87	-	ANNEXURE – K : LIST OF STORES				
88	-	ANNEXURE – M : BANK GUARANTEE FORMAT FOR EMD				
89	-	ANNEXURE – N : BANK GUARANTEE FORMAT FOR CONTRACT PERFORMANCE DEPOSIT				
90	-	FORMAT-1- QUANTITY & DELIVERY SCHEDULE				
91	-	FORMAT-2- UNDERTAKING FOR NOT APPROACHED ANY ONE FOR UNDUE INFLUENCE				
92	-	FORMAT-3- CERTIFICATE FROM CA FOR NOT HAVING CONTROLLING STAKE IN MORE THAN ONE ENTITY APPLIED FOR THE TENDER/BID.				
93	-	FORMAT-4-FORMAT OF CERTIFICATE FROM CHARTERED ACCOUNTANT FOR ANNUAL TURNOVER				
94	-	FORMAT-5- NO DEVIATION				
95	-	FORMAT-6 – FORMAT OF EXPERIENCE				
96	-	FORMAT-7- LIST OF ORDER IN HAND				
97	-	FORMAT-8- PRE-BID QUERY FORMAT				
98		FORMAT-9- INSPECTION CALL FORMAT –READINESS OF MATERIAL FOR INSPECTION				
99	-	FORMAT-10- INSPECTION APPROVAL/REPORT FORMAT				
100	-	ANNEXURE-U-1-(NOT APPLICABLE)				

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

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 and date of the submission of tender in prescribed form.

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

FOR CHIEF ENGINEER (M.M.DEPARTMENT)

INSTRUCTIONS TO THE BIDDERS

I SCOPE OF WORK:

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

Sr. No.	Item Code	Material Description	Quantity Tendered in Km	Amt. in Cr. (with GST)
1	11822010025	ACSR 0.03 Weasel conductor. (reserved for SSI unit only)	2,400	6.92
2	11862021515	AAAC 55 sq.mm conductor	2,500	10.70
3	11862035065	AAAC 100 sq.mm conductor	1,000	8.26
4	11862012015 AAAC 34 sq. mm conductor		2,400	6.89
	Total		8,300	32.77

The Actual Quantity of the various sizes of Conductor that will be procured may vary depending upon the site requirement. The Quantity mentioned as above against various capacities can undergo change. However, the Minimum Assured Quantity for procurement shall be 20 % of the total tendered quantity as mentioned above.

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

II Qualifying Requirements:

- 1. Original Equipment Manufacturer:-The bidder shall be an Original Equipment Manufacturer (OEM) and possess valid BIS license as per clause no XIV of Section- I.
- 2. Experience: The bidder should have experience in Design, Manufacture, Testing at work and supply of various sizes of conductor for 3 years up to the preceding financial year to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking and should have executed one order of 30 % of tender quantity for offered item during last three financial years (i.e. 2019-20, 2020-21 and 2021-22) OR two orders each of 15 % of tender quantity for offered item during last three financial years (i.e. 2019-20, 2020-21,2021-22) OR three orders each of 10 % of tender quantity for offered item during last three financial years (i.e. 2019-20, 2020-21 and 2021-22). The bidder should submit the order completion certificate of the utility for offered item only.
- 3. For all tendered material, valid Type test certificates as per MSEDCL's technical specifications (Annexure-D) which are carried out within 5 years from Laboratories which are accredited by the National Board of Testing and Calibration Laboratories (NABL) of Govt. of India such as CPRI, Bangalore /Bhopal, ERDA Baroda, ERTL, EQDC, CIPET shall be uploaded in the bid. Bids without the Type test certificates shall not be considered for further evaluation.
- Average Annual Turnover The Average annual turnover of last three financial years of the bidder shall be 30 % of the offered value. The bidder has to submit the annual turnover certificate of the company of last three financial years (i.e. 2019-20, 2020-21 and 2021-22).

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

- 5. The bidder should have in-house testing facilities for conducting acceptance and routine tests in accordance with the procedures laid down in IS: 2062-2011 Grade "A", IS: 808/1989 and IS:1852 amended up to date.
- 6. The bidder shall have ISO certification for quality management system (ISO-9001) and environmental management system (ISO-14001).
- 7. Following Documents should be submitted by the bidder along with the bid.
- (a) BIS License as per clause no XIV of Section- I.
- (b) The quantity offered for the supply of conductor in the prescribed format as per Format 1.
- (c) Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant for preceding three financial years (i.e. 2019-20, 2020-21 and 2021-22)
- (d) Copies of orders executed by the bidder, and the Certificate from the purchaser with regards to successful execution of the order for preceding three financial years and Format- 6 for Experience.
- (e) List of orders in hand.
- (f) Documentary evidence (for e.g. MSE/NSIC Certificate / Chartered Accountant/ Chartered Engineer Certificate etc.) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
- (g) List of in house manufacturing and testing facilities as well as quality control set up.
- (h) Certificate from Charted Accountant for not having controlling stake in more than one entity as per clause no VIII (B).
- (i) Type test certificates from NABL accredited lab such as CPRI/ERDA or CIPET valid for a period of 5 years.
- (j) Offer shall be rejected if the commencement period and rate of delivery per month is not indicated.
- (k) Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.

III PRICES:

- (i) Prices are acceptable only on F.O.R. destination basis inclusive of Goods and Service Tax (GST for brevity) i.e. Integrated GST (IGST) for outside State / Central GST+ State GST (CGST+SGST) for within State, risk in transit, freight showing the break-up as desired in the Annexure 'B'. It shall be noted that quotations not conforming to F.O.R. destination basis inclusive of IGST/ (CGST+SGST) etc. and to the unit as specified in Annexure 'B', shall be rejected even though the bidder's offer may be lowest. The bidder shall quote Ex-Works Price and element of freight and insurance along with applicable rate of IGST/(CGST+SGST). The F.O.R. destination price i.e. up to site or the Store Centre of the purchaser as the case may be inclusive of IGST/(CGST+SGST), risk in transit and freight will be programmatically calculated. While raising the invoices, however, IGST/ (CGST+SGST) should be shown separately in the invoice raised.
- (ii) For each of the items quoted, bidder shall specify offered quantity. However, the offered quantity shall not be less than 20 % of the advertised quantity (Advertised quantity means the quantity required as indicated in Annexure 'B' / Price Bid) so as to deliver the said quantity within the delivery requirement of the Purchaser as indicated in the tender documents.

Page 10 of 87

IV TAXES:

- (i) The Purchaser shall be registered under Goods and Service Tax Act and should comply with all the statutory compliance requirements of GST Law diligently.
- (ii) It is imperative for the bidder to indicate the amount of IGST/(CGST+SGST) included in their price while giving the break-up of F.O.R. destination price in Annexure 'B', failing which, the offer will be treated as ambiguous and will be rejected as per the provisions of clause-X of tender form.
- (iii) After awarding the contract, the supplier shall not charge any additional amount towards GST; during the currency of contract except statutory variation by Central / State Government in normal (full) rate of integrated GST. In case the GST is decreased than the rate indicated in the price bid, the benefits of the reduction in the GST shall be passed on to the purchaser. The increase in the GST rate due to increase in turnover during the contractual delivery period shall not be charged to the purchaser.
- (iv) Necessary documentary evidence for the GST claimed shall be submitted along with the bills.

V BASIS OF PRICES:

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

VI PRICE VARIATION: (Not Applicable)

The price variation shall be admissible as per the price variation formula specified in Annexure – 'G' of this tender. No deviation shall be acceptable in the price variation formula. For any deviation, the offer shall be summarily rejected.

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

In case, supplies are effected after delivery period of lot, but within contractual period (9 months), the date of delivery for PV purpose would be the date on which the material is ready for inspection or delivery date of lot or actual date of supply on which the PV is less.

For quantity supplied beyond contractual delivery period (9 months), negative price variation and statutory variations shall be applicable. However, the positive price variation and statutory variations for quantity supplied beyond contractual delivery period (9 months) shall not be allowed except where such delay in delivery is attributed to MSEDCL.

VII DELIVERY:

- (i) Bidder is requested to quote delivery F.O.R. DESTINATION only & only in the unit of the item specified in Annexure 'B' i.e. if the quantity is in sets or in Metric tones or in numbers or in kilometers or in coils, the rate of delivery shall only be in the same unit.
- (ii) The scheduled delivery period is of 9 months from the letter of award / AT & will be as below:

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

Commencement Period (Cl	M): Min. 20 % of offered quantity within 2 months
	from the date of LOA/AT.
Completion Period (CP)	: Balance offered quantity in 7 or less months in
	equated lots.

(iii) The delivery period to be submitted by the bidder for the offered items & quantity shall be in the equated monthly lots from the date of LOA/AT. The bidder to submit the equated monthly lot schedule in the Format-1 (Quantity & Delivery Schedule)

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

- (iv) It is mandatory on the part of the tenderer to quote the delivery on monthly basis. If the offered delivery is indicated on quarterly basis, then the delivery would be counted proportionately in three equal installments per month for liabilities of the contract including payment of price variation and levy of liquidated damages.
- (v) 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.
- (vi) The commencement of the delivery period (CM) shall include the period for the time required for pre dispatch inspection, Type Test tests in accordance with IS.
- (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 demand, if the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity, the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- (viii) 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.
- (ix) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

VIII OFFERING THE MATERIAL:

- (A) The bidder may offer the material as per MSEDCL standard technical specifications as per Annexure-D. In case the material is being offered as per MSEDCL Standard Technical Specifications, the bidder does not have to fill the entire guaranteed technical particular (GTP). The bidder shall only submit the consent in this regard as given in Annexure-E and submit the type test reports and drawings for approval of MSEDCL. However; the bidders, who do not want to offer the material as per MSEDCL Standard Technical Specifications and have deviations in lieu of Indian Standards, will have to fill the entire GTP.
- (B) The person / entity should not have controlling stake in more than one entity applied for the tender / bid. Necessary certificate duly certified by Chartered Accountant to this effect shall be submitted along with the tender documents.

Page 12 of 87

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

- (C) Factory address, from which the bidder intends to supply the material against the tender, shall be as indicated in the latest approved online vendor registration form on e-tendering through which the vendor is submitting the offer.
- (D) The bidder shall offer the rates, taxes as applicable for the factory location indicated in his latest approved online vendor registration form on e-tendering through which he is submitting his offer.

IX CONFLICT OF INTEREST

A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:

- (a) Have controlling shareholders in common; or
- (b) Receive or have received any director in direct subsidy from any of them; or
- (c) Have the same legal representative for purposes of a bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts the mina position to have access to information about or influence on a bid of another bidder, or influence the decisions of the purchaser regarding the bidding process.

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

X QUOTATION:

- (i) Bidder shall quote his rate per unit specified in Annexure 'B' / Price Bid in figures.
- (ii) Bidder's printed terms and conditions will not be considered as forming part of the tender.
- (iii) For each of the items quoted, bidder shall specify offered quantity. However, the offered quantity shall not be less than 20 % of the advertised quantity (Advertised quantity means the quantity required as indicated in Annexure 'B' / Price Bid) so as to deliver the said quantity within the delivery requirement of the Purchaser as indicated in the tender documents failing which the offer shall not be acceptable.

XI AMBIGUITY IN QUOTATION:

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

XII FILLING IN OF ANNEXURE:

The bidder is requested to ensure that the comments against each and every item/clause of Annexure shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item /clause are not applicable, the "Not Applicable (N.A.)" check box shall be selected.

XIII ADDITIONS/ALTERATIONS PROHIBITED:

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

XIV B.I.S. LICENCE AND BEE CERTIFICATE (if applicable) :

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

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

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

XV MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

XVI SUBMISSION OF DRAWING and BILL OF MATERIAL:

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

The bidder shall depute his authorized representative for discussion on the drawings, either immediately on hearing from the Purchaser or after receipt of Letter of Award. The formalities like submission of drawings, bill of material etc. and getting the same approved by the Purchaser shall be completed by the successful bidder within TEN DAYS from the date of Letter of Award of the contract. The approval to drawings complete in all respects mentioned in technical specifications (Annexure-D) will be accorded within SEVEN working days thereafter. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the bidder. The supplies against the contract shall conform to the approved detailed drawings / bill of material and the detailed technical specifications.

XVII NAME OF AUTHORIZED REPRESENTATIVE:

The digital certificate shall be in the name of person authorized by the firm. In case, the digital certificate is compromised or the person holding the digital certificate is no longer authorized to digitally sign the tender, it is the responsibility of the bidder to revoke this certificate and obtain the fresh certificate. While submitting the bids online only valid digital certificate shall be used. The vendors are requested to check the validity of digital signature and prior to the expiry date and 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, and Annexure - C-1) by vendors due to expired/Invalid Digital signature.

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

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

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

XVIII (A) OFFER OF MICRO and 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 and 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 and 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 and until re-examined. If Micro and Small Enterprises participated in the tender and the tendered item is not reserved, then 20 % order with L-1rate to be given to Micro and 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.

(C) Matching of Rates

The confirmation for acceptance of the order at the lowest acceptable rate shall be given in the format as per Annexure -'C-l' of the tender documents by the bidder other than L-1. 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) (offered quantity shall not be less than 20 %) 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.

(D) Quantity Allocation:

- 1) If L-1 bidder is within Maharashtra State and if total tender quantity for quoted item is offered by L-1 then 100 % quantity will be awarded to L-1 bidder for quoted item.
- 2) If L-1 bidder is within Maharashtra State and offered quantity is less than the tender quantity for quoted item then,
 - a) Quantity allotted to L-1 bidder will be equal to quantity offered by him.
 - b) Balance quantity after allotment as (a) above, will be distributed among Maharashtra State bidders as per their price ranking (if ready to match with L-1 rate) subject to maximum 50 % of total tender quantity for quoted item to Maharashtra State bidders including L-1 bidder.
 - c) Any balance quantity after allotment as (a) & (b) above, will be distributed as per their price ranking (if ready to match with L-1 rate) irrespective of bidder is Maharashtra or out of Maharashtra state bidder including partial allotment if any to Maharashtra bidder in (b) above.
- 3) If L-1 bidder is outside Maharashtra State then,
 - a) If the L-1 bidder offered more than 50 % of tendered quantity for quoted item then maximum of 50 % of tender quantity for quoted item will be allotted to L-1 bidder.
 - b) If the L-1 bidder offered less than 50 % of tendered quantity for quoted item then quantity equal to offered quantity for quoted item will be allotted to L-1 bidder.
 - c) Balance quantity after allotment as (a) or (b) above, will be distributed among Maharashtra State bidders as per their price ranking for maximum 50 % of required quantity. (if ready to match with L-1 rate).
 - d) Any balance quantity after allotment as (a),(b) & (c) above, will be distributed as per their price ranking (if ready to match with L-1 rate) irrespective of bidder is Maharashtra or out of Maharashtra state bidder including partial allotment if any.
 - e) If all bidders including L-1 bidder are from outside Maharashtra state and if the offered quantity of L-1 bidder is 100 % then entire quantity will be allotted to L-1 bidder. If quantity offered by L-1 bidder is less than 100 %, then after

allotting to L-1 bidder balance quantity will be allocated to remaining bidder who matched the L-1 rates as per price ranking & quantity quoted.

f) The quantity allocation will be at the sole discretion of MSEDCL.

XIX EARNEST MONEY DEPOSIT (EMD):

The bidder should pay the Earnest Money @ 0.5 % (Half Percent) of the offered quantity of Tender in the form of Demand Draft or Bank Guarantee as per 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 the due date of the tender and the relevant deposit amount mentioned in the tender. Interest shall not be allowed on EMD. Earnest money deposit shall be forfeited (i) in case the bidder withdraws the tender / offer during the validity period (ii) in case the bidder fails to pay the performance deposit if the contract is awarded.

However, bidders from the following categories are exempted from payment of earnest money deposit.

- 1) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
- 2) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.
- 3) The bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate for the items mentioned in their permanent registration certificate at the time of vendor registration.

The benefits mentioned in (1) to (3) above shall be available only to those items approved during the registration process and subsequent updates in registration up to the date of submission of this tender.

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

XX SIGNING OF THE TENDER DOCUMENTS:

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

XXI SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows.

(a) **Online Submission**:

(i) Techno-Commercial Bid (Part-I): This part shall contain all technical and commercial aspects of the bid and documents supporting the same except the Price Bid.

The bidder is requested to please make a note that in case of the Price Bid (Part-II) is submitted instead of Techno-Commercial Bid in Part-I or

submitted Price Bid (Part-II) along with Techno-Commercial Bid in Part-I, the offer shall be rejected.

(ii) Price Bid (Part-II)

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

(b) Off line Submission:

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

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

METHOD OF SUBMISSION OF PART-III AND THEIR OPENING:

This envelope shall be individually sealed and shall be superscribed with the name and address of bidders and the following information before posting or delivering the same:

- i. Tender No.
- ii. Due date and time of submission.
- iii. Due date and time of opening.

Envelope as above shall be submitted on or before the prescribed due date and time of submission and shall be opened on due date and time of opening as prescribed.

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

XXII TIMELY SUBMISSION OF OFFER:

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

XXIII PURCHASERS RIGHT:

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

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

If any type of legal litigation against MSEDCL is pending in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor, then purchaser reserves the right to reject partly or fully their bid without assigning any reasons thereof.

Page 18 of 87

Bidder has to submit the declaration as per Annexure-F regarding no any type of legal litigation against MSEDCL is pending in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

XXIV DISREGARD OF TENDER CONDITIONS:

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

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

XXV PROHIBITION FOR POST TENDER CORRESPONDENCE:

The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Purchaser.

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

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

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

XXVII ACCEPTANCE OF TENDER:

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

XXVIII NOTIFICATION OF AWARD:

Notification of Award of contract will be made by a letter of Award, to be sent by registered post or given by hand or by E-mail to the successful bidder by the Purchaser. It could also be made by e-mail or by Fax to be confirmed in writing by registered post to the successful bidder by the Purchaser. Acceptance of the same to be conveyed within 3 working days by the supplier.

XXIX EARNEST MONEY OF UNSUCCESSFUL BIDDER:

Earnest money deposit will be returned to the unsuccessful bidder by RTGS within 7 (seven) working days after the tender has been decided and on submission of receipt of E.M.D. payment to the G.M. (F & A-SB), MSEDCL, Prakashgad, Prof. A.K. Marg, Bandra (East), Mumbai-400051. Earnest money deposit in the form of BG will be returned to the unsuccessful bidder within seven (7) working days by Chief Engineer, Material Management Department after the tender has been decided.

XXX VALIDITY OF OFFERS:

The bidder shall keep the offer valid for acceptance up to and including last date of calendar month, covering the date of completion of 120 days (one hundred and Twenty

days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The bidder shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

XXXI DECLARATION FROM BIDDER:

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

XXXII CORRUPT OR FRAUDULENT PRACTICES:

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

- (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MSEDCL contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL contract.

XXXIII INFLUENCE:

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

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

XXXIV TENDER FEES EXEMPTION:

Tender fee to be paid at the time of uploading / online submission of the tender. Bidders from the following categories are exempted from payment of Tender fees:

1) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.

- 2) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.
- 3) The bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate at the time of vendor registration.

The benefits mentioned in (1) to (3) above shall be available only to those items approved during the registration process and subsequent updates in registration up to the date of submission of this tender.

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

XXXV PRE-BID MEETING:

- 1) The bidder or its official representative is invited to attend pre-bid meeting (s) which will take place at the place, date and time designated in the Bidding Data.
- 2) The purpose of the pre-bid meeting(s) will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the Conditions of Contract (including payment terms and conditions), the technical features of the project, and to clarify issues and to answer questions on any matter that may be raised by the bidders.
- 3) The bidder is advised to visit the Site and study the bid document thoroughly, and is requested to submit any questions in writing or by E-mail (as per Format-8), to reach the Employer not later than two days after 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 <u>https://etender.mahadiscom.in/eatApp/.</u> Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.

4) Non attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Nevertheless, senior representatives of the bidders are strongly encouraged to participate in the pre-bid meeting to help ensure that they fully understand the key concerns of the Employer and the Employer's requirements.

XXXVI CLARIFICATION ON DEVIATIONS:

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

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

The Schedule for submission and opening of Deviation Bid shall be communicated by auto generated e-mail of the e-tender website. (Format-5)

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 and 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 9 months from the date of Notification of Award. The bidder whose offer is accepted is hereinafter called "the supplier".

2) QUALITY OF SUPPLIES:

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

3) MATERIAL AND COMPONENTS:

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

4) (A) ACCEPTANCE OF SUPPLIES / INSPECTION:

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

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

ii) Materials shall be inspected by the Purchaser's Executive Engineer / or the representative authorized by the Purchaser before dispatch. An intimation in the prescribed Proforma about the date on which materials shall be ready for inspection, indicating quantity, shall have to be given to the Executive Engineer / or the representative authorized by the Purchaser before dispatch so as to reach him 10 working days in advance, failing which, the supplier shall be responsible for delay in delivery on account of inspection.

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

On receipt of such intimation, the materials shall be inspected within 10 working days. The materials shall be dispatched only after inspection and approval of same by the Inspector. The inspection approval letter shall be valid for a period of 30 days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof so that material should be reached at the respective consignee within scheduled delivery period. The validity of 30 days mentioned in inspection approval letter shall stands for validity of material approval only and not for due date of delivery.

After this period of 30 days, the validity of this inspection approval letter will lapse. If the material is not reached within scheduled delivery period to respective

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

consignees, the approval of purchaser is to be sought by the supplier for revalidation of inspection approval letter at the sole discretion of MSEDCL.

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

- iii) The supplier shall notify the names of the consignees as per DI, to whom the inspected lot would be dispatched. The supplier shall get the copies of inspection approval letter together with witness certificate duly signed by the concerned Inspecting Officer and also mention reference or inspection approval letter on the challan / invoice, failing which any delay occurred in getting the S.R. Notes from the consignees would be solely to supplier's account. The inspection report shall be filled in online on the same day by the Inspector from the site on MSEDCL web portal after the inspection.
- iv)Factory address, from which the bidder has to supply the material, shall be as indicated in the latest approved online vendor registration form on e-tendering through which the bidder has submitted the offer.
- v) The supplier shall offer inspection call intimation of readiness of material as per the monthly schedule only. In the event, during the inspection by the Purchaser's Inspecting Officer, if it is observed that the quantity actually offered for inspection is less than the quantity indicated for inspection in the inspection call, the Purchaser shall be entitled to recover from the supplier, the actual expenses incurred for arranging the inspection, and the supplier shall not dispute the amount to be recovered.
- vi)The supplier shall submit the test certificates / reports from any NABL approved laboratory or the laboratory of his own for the respective quantity of material, before dispatch. The material shall not be dispatched unless and until the test certificates are approved by the Purchaser.
- vii) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment / materials. Testing equipment's shall be arranged by the supplier.
- viii) MSEDCL may issue the dispatch instructions (DI) to deliver the ordered quantity to the bidders in Maharashtra within same districts of factory location of the supplier. However, it will not be binding on the MSEDCL; supplier has to deliver the material in other districts as per MSEDCL requirement. Further outside Maharashtra bidders have to deliver the material as per MSEDCL requirement to the designated consignee.
- ix)MSEDCL on its sole discretion may get material inspected and tested by third party NABL lab.

(B) RANDOM SAMPLE TESTING:

On receipt of material at Store, Chief Engineer (MMD) will select the stores for Random Sample Testing (RST) and depute MSEDCL representative for drawl of samples of Conductor each of '1.2 Meter (One Point Two Meter)' length from each of the lots supplied by the supplier within 7 days in presence of the representative of the supplier. The date of drawl of samples and RST will not be altered to the convenience or request of supplier. If supplier's

representative fails to attend on the date fixed for drawl of samples and RST, the drawl of samples and RST will be carried out in his absence and results of RST will be binding on supplier.

The test results will be binding on the suppliers and MSEDCL will not allow resampling. If the material fails in any of the acceptance tests carried out, full lot of material will be considered as rejected and the supplier should make immediate arrangement to replace them with standard materials after getting them duly inspected.

5) RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:

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

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

- i) The Purchaser reserves its right to revise the dispatch instructions issued along with the order, at the time of giving final clearance for dispatch after inspection of the material. If such change in destination is not intimated at the time of inspection approval or waiver of inspection, the supplier shall dispatch the material as per the dispatch instruction in accordance with A/T. indicated by him in the inspection call letter.
- ii) The Purchaser reserves its right to change the delivery schedule of the contract either by reducing the monthly lot up to 60 % of the agreed lot or by increasing the same up to 120 % of the agreed lot with prior two months' notice and the Purchaser shall not be liable to pay any compensation/damages on account of such change in delivery schedule.
- iii) The Purchaser reserves its right to defer the balance supply to be received against the order by giving two months' notice for a maximum period of 6 months. In such an event, the delivery period for the deferred material shall be deemed to be extended proportionate to the period of deferment and the Purchaser shall not be liable to pay any compensation/damages on account of such deferment of deliveries.

7) WAGON LOADS / TRUCK LOADS:

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

8) ROAD TRANSPORT:

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

9) **DESPATCH INTIMATION:**

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

The supplier shall inform by e-mail to the consignee details of dispatch along with e-way bill receipt in hard & soft format giving RR / LR No., Wagon / Truck No., Type of wagon, craneable consignment or otherwise, total value of consignment, etc. to facilitate the consignee to arrange for clearance of goods on or <u>cemmcmsedcl@gmail.com</u>.

10) BILL OF MATERIALS:

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

11) PACKING LIST:

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

12) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything herein contained, the supplier undertakes to be responsible for the safe arrival of the materials in good condition and without any loss or damage at the final destination and until the same be actually delivered to and received by the Purchaser at its stores or other place of final destination and for this purpose, materials carried by railways or other carrier shall be deemed to be so carried at the risk of the supplier. In case of transit damage / shortages, the payment shall be made only for the quantity received in good and working condition and the consignee shall lodge claims with carriers and transfer the same to the supplier with all necessary documents for settlement of the same with carriers at the supplier's end. The transit damages / shortages / losses reported by the consignee shall be repaired / replaced by the supplier duly inspected, free of cost, within one month from the date of such intimation of breakages / losses without waiting for settlement of the claims from carrier or insurance co. etc.

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

13) REPLACEMENT OF REJECTED MATERIALS:

If, on inspection at the final destination, the Purchaser discovers any loss in the materials supplied or that they are received in damaged condition or that in the opinion of the Purchaser, they are not of the contracted quality or specification, the Purchaser shall be entitled (notwithstanding that the property in the materials shall have passed on to the Purchaser) to refuse to accept or reject the materials altogether and claim damages or cancel the contract and buy its requirements from any of its suppliers stipulating earliest possible delivery and in accordance with its tender system against

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

the supplier and recover the damages if any, from the supplier from any outstanding sums that may be due to the supplier from the Purchaser against this contract or against any of the contract entered into with the supplier, without prejudice to other rights and remedies available to it in law and reserving always to itself the right to forfeit the performance deposit placed by the supplier for the due fulfillment of the contract.

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

14) TOLERANCE IN QUANTITY TO BE SUPPLIED:

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

15) MATERIAL DESPATCHED AND PROGRAMME:

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

MONTHLYSTATEMENT:

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

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

Consolidated details of the above information shall be furnished to office of the Chief Engineer (M.M. Dept.) after completing the supplies of a particular order. The copy of this consolidated information shall invariably be forwarded to the respective consignees, failing which; security deposit/ contract performance deposit paid against the contract shall not be released.

16) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:

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

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

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

Where required by the Purchaser, the successful bidder must send the operation and maintenance manuals, test certificates, drawings etc. for the material ordered. These should be sent immediately after dispatch of material and a statement to that effect should be made in the invoice.

After successful RST of supplied each lot, store in charge will generate final SR note through ERP system within 7 working days from receipt of material at stores.

17) PAYMENT OF BILLS:

(a) Terms of payment:

- a. The Bidder shall be paid 100 % payment within 60 days from the date of receipt of material in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- b. However, in respect of only those entities which qualify for 45 days payment period under the Micro, Small and Medium Enterprises Development Act, 2006, 100 % payment of the Contract price will be paid within 45 days from the date of receipt of material at Consignee Store in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within 45 days from date of submission of invoice along with requisite documents after the delivery of entire lot. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
- d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400051 along with bills in triplicate to facilitate payment with a copy to the Chief Engineer of respective Zone.
 - (i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.
 - (ii) Supplementary Invoice / Bill for price variation claim if applicable with the relevant documents in support of P.V. claim.
 - (iii) Inspection and Test Certificate approval.
 - (iv) E Way Bill

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

- (v) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.
- (vi) Packing list.
- (vii) Approved Bill of Material.
- (viii) Certificate of having dispatched Operation & Maintenance Manual, copies of Test Certificates and approved drawings / Bill of Material to consignees wherever applicable.
- e. 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.
- f. 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.
- g. Wherever the payment is to be effected against Material Receipt Intimation (MRI) and if the supplier fails to forward the documents such as inspection report, bill of materials, approved drawings, etc. wherever required along with the invoice to the respective consignees and no payment shall be made against the said MRI.
- h. The whole of the first lot as well as monthly lot when delivered in instalments, the date of delivery and due date of payment will be counted after the receipt of the entire lot.
- i. Any amount more than Rs. One Lakh can be transferred to the bank Account of the supplier electronically. For this RTGS (Real Time Gross Settlement) provision, following information is to be furnished by the bidder in the required documents of the online offer.
 - 1. Name of the Company
 - 2. Name of the Bank & Branch with address where the amount is to be transferred.
 - 3. Current Account Number (15 digits)
 - 4. RTGS No. / (IFSC Code) (Indian Financial Security Code)
 - 5. MICR Code of the Bank
 - 6. Company's email ID
 - 7. Contact Name & Telephone No.

18) TAXES:

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

Page 29 of 87

- (B) Structural changes in and due to 'Input Tax Credit' Scheme: -
 - (i) In the event of any structural change occurred in the Input Tax Credit Scheme after the date of submission of the tender till the currency of the contract, the benefit out of such change shall be passed on to the purchaser.
 - (ii) In the event of 'Input Tax Credit' being extended by the GST Law which were otherwise ineligible for claiming Input tax credit thereof, the seller should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing such details and computation within such time as may be agreed between both the parties i.e. Supplier & MSEDCL.

19) DEDUCTION:

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

20) GUARANTEE:

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

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

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

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

21) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:

(a) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

have concluded that such material is finally rejected. The damaged / rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards handling, demurrage / wharfage / undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.

- (b) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to pay ground rent @ 0.1 % (Plus GST as may be applicable) per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.
- (c) The Purchaser will give 7 days' notice for lifting of rejected material and if not lifted, will be also free to Scrap / dispose of such material, after the period of said 37 days, by Public auction/Tender notice/Destruction as may be deemed fit and storage charges @ 0.1 % (Plus GST as may be applicable) per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the sale amount/physical removal of the material besides the actual expenses incurred as referred to at (a) above. The amount received from the sale of scrap/rejected material will be adjusted in the penalty.

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

22) LIQUIDATED DAMAGES FOR LATE DELIVERY:

In case the materials are not delivered within the period stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of the Purchaser, the liquidated damages to the Purchaser @ 1 % per week or part of week on the value of delayed material / unexecuted quantity plus taxes as applicable, if any on the price subject to a maximum of cumulative ceiling of 10 % reckoned on the contract value of such complete portion or section of the plant, equipment or material delayed and also the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time. In addition to above if bidder fails to supply the material within contractual delivery period continuously for 3 lots, then the order shall be liable for cancellation.

Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the supplier, for which documentary evidence shall be produced to the satisfaction of the competent authority of the Purchaser.

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

For computing the liquidated damages for delayed supplies, the date of railway receipt or the date of receipt of materials at stores in case of road transport, shall be the date of delivery.

In case the Purchaser does not arrange for inspection of material within 10 days from the date of receipt of inspection call in its office wherever applicable, the period of more than 10 days will not be considered for levy of liquidated damages. For computing the period

Page 31 of 87

taken for inspection in such cases, the relevant date mentioned in the inspection certificate issued by the inspecting officer would be considered.

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

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

24) FORCE MAJEURE CLAUSE:

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

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

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

However other stipulations of clause No. 22 of Section-II (i.e. Liquidated damages for late delivery) i.e. Annexure-A will remain unchanged.

26) PERFORMANCE OF CONTRACT:

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 22 as stated above i.e. liquidated damages for late delivery.

27) CONTRACT PERFORMANCE DEPOSIT:

- a. The supplier will have to furnish contract performance deposit as per Annexure N in the form of unconditional & irrevocable BG within 15 days from the date of issue of A/T, as mentioned in Clause 27.b.
- b. The contract performance deposit shall be an amount equal to 5 % of the contract value and shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment supplied.
- c. The contract performance deposit shall be refunded within 90 days from the date of expiry of the guarantee period of the equipment supplied. The purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.
- d. The contract performance deposit is intended to secure the performance of the contract for guarantee period of the equipment supplied. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

28) POWER OF ATTORNEY:

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

29) SETTLEMENT OF DISPUTE:

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

30) JURISDICTION:

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

31) TERMINATION OF CONTRACT

- 1) The decision of the Purchaser shall be final as regards the acceptability of the stores supplied by the supplier and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.
- 2) In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification and the performance of the supplied material is not found satisfactory, the Purchaser shall exercise in discretionary power either,

a) to purchase from elsewhere, after giving 15 days due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without cancelling the contract in respect of consignment not yet due for delivery,

OR

- b) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.
- c) notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract.
- d) Purchaser reserves right to recover damages against risk purchase or 10 % value of non-supplied material plus applicable taxes, if any whichever is higher.

In the event of risk purchase of stores of similar description, the option of the Purchaser shall be final. In the event of action taken under (a) or (b) above, the supplier shall be liable for any loss which the Purchaser may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.

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

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

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

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

Submit the Annexure-I alongwith tender document.

33) TAX DEDUCTED AT SOURCE:

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

ANNEXURE - "B"

QUANTITY, PRICE AND DELIVERY PERIOD

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

ANNEXURE- 'C-l' (Matching Rate)

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

APPLICABLE FOR INDUSTRIAL UNITS FROM MAHARASHTRA ONLY Marketing

Assistance and Purchase Preference to the units from Maharashtra (refer Clause XVIII of Instructions to Bidders):-

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

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

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

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

Note:-

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

.....

ANNEXURE- 'D'

TECHNICAL SPECIFICATION

As indicated in E-Tendering Technical Specification

ANNEXURE-E

(On bidders' letter head)

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

I/We, have understood and checked the tender documents for supply of Conductor and have not found any errors in them.

We have submitted price bids for Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductors.

Sr. No.	Material Description	Quantity Tendered in Km
1	ACSR 0.03 Weasel conductor.	2,400
2	AAAC 55 sq.mm conductor	2,500
3	AAAC 100 sq.mm conductor	1,000
4	AAAC 34 sq. mm conductor	2,400
	Total	8,300

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

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

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

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

Yours faithfully,

Signature and Seal of company,

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

Address:

ANNEXURE-F

If any type of legal litigation against MSEDCL is pending in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor, then purchaser reserves the right to reject partly or fully their bid without assigning any reasons thereof.

Bidder has to submit the declaration as per Annexure-F regarding no any type of legal litigation against MSEDCL is pending in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

(On supplier's Letter Head)

I, certify that,

The business dealings with our firm / agency M/s..... and its sister concern/Director/Partner/Proprietor have no any type of legal litigation against MSEDCL is pending in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering and order execution process then as per the tender conditions our offer will be rejected.

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

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

ANNEXURE-G

PRICE VARIATION FORMULA

(Not Applicable)

ANNEXURE - H

GUARANTEED TECHNICAL PARTICULARS

As indicated in E-Tendering GTP Parameter

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

ANNEXURE-I

(Declaration Format)

(On supplier's Letter Head)

Tender No. MMD/T-HTM2-02/0123 for supply of various types Conductor .

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.

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

ANNEXURE- J

(On MSEDCL Letter Head)

Dispatch Instructions

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

(SAP CONTRACT No: -----)

To,

M/s. -----

Email: -----

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

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

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

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

Dear Sir,

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

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

Further, you are requested to contact concerned S.E. (0 & M) Circle / E.E. (0 & M) Division / Addl. E.E. (MM Section) before dispatching / unloading the above material.

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

Yours faithfully,

Chief Engineer (M. M. Dept.)

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

Copy to:

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

The E.E. (Testing Division),----- MSEDCL, Mumbai.

The E.E. (0 & M Division), MSEDCL, -----

The E.E. (Division Stores), MSEDCL, -----

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

ANNEXURE- K

List of Stores

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

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

ANNEXURE-M

BANK GUARANTEE FORMAT

EARNEST MONEY DEPOSIT BANK GUARANTEE AGAINST TENDER

B.G. No. and 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 <u>MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD</u>. (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. Equipment 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 (<u>date</u>) 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 <u>MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD</u>. (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 (<u>date</u>). 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------

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

Please note that:

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

ANNEXURE-N

BANK GUARANTEE FORMAT

FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT

B.G. No. and Date:

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

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

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

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

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

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

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

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

Place:	Signature
Date:	for
	(Banker's Rubber Seal and Code No. of signatory)
Witnessed (2 witness is required from bank	c only)

Name and Address
 Signature
 Name and Address
 Signature
 Bank employee code number

Please Note:

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

Page 47 of 87

FORMAT – 1 Quantity and Delivery Schedule: Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor

{Quantity Offered at Column No. 6 of Annexure-'B' (Price Schedule)}

							Delivery s	schedule	-))		
S. N.	Material Description :	MSEDCL requirement in Km	Offered quantity in Km	Commenc ement Period (CM) Min. 20 % of offered quantity	enc Completion Period (CP) nt od od Balance offered quantity in 7 or less months in equated lots. red Fred						
				Within 2 months from the date of LOA/AT	3rd Month lot quantity	4th Month lot quantity	5th Month lot quantity			8th month lot quantity	9th month lot quantity
	ACSR 0.03			Lot-1	Lot-2	Lot-3	Lot-4	Lot-5	Lot-6	Lot-7	Lot-8
1	Weasel conductor	2,400									
2	AAAC 55 sq.mm conductor	2,500									
3	AAAC 100 sq.mm conductor	1,000									
4	AAAC 34 sq. mm conductor	2,400									
Total monthly lot quantity in Kilo-meter											

Seal and Signature of Supplier

FORMAT -2

Undertaking for not approached any one for undue influence.

(To be submitted on letter head of the bidder) Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor

TO WHOM SO EVER IT MAY CONCEREN

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

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

Date: Place:

(Signature, Name of Authorized Representative and Company Seal)

FORMAT -3

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

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

Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor .

TO WHOM SO EVER IT MAY CONCEREN

I ______ or its partners or directors does not have controlling stake in more than one entity applied for the Tender/Bid.

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

Date: Place:

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

FORMAT-4

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

Tender No. MMD/T-HTM2-01/0123 for supply of various sizes of Conductor.

TO WHOM SO EVER IT MAY CONCEREN

We have examined the audited financials of M/s______, having its registered office at ______, for the financial years (i.e. 2019-20 ,2020-21and 2021-22). Based on our examination, we hereby certify that Annual Turnover for respective financial year mentioned below is in accordance with the audited financial statements:

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

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

Date: Place:

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

FORMAT-5

Format for No Deviation Form (To be submitted on letter head of the bidder) Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor.

CERTIFICATE FOR NO DEVIATION

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

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

FORMAT-6

Format of Experience (To be submitted on letter head of the bidder) Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor.

I/we am/ are enclosing the Order Copies and Order Completion Certificate of the utilities for offered item/s as below:

Sr. No.	Fina ncial Year	Utility Order Completion Certificate Letter No.	Date	Name of Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking	Order No.	Date	Name of Item	Order Quantit y in MT.	Supplied Quantity in MT
1									
2									
3									

We have Nos. of orders each of% of tender quantity for offered item/s during last three financial years (i.e.2019-20, 2020-21 and 2021-22).

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

Date: Place:

(Signature, Name of Authorized Representative and Company Seal)

FORMAT -7

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

Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor.

TO WHOM SO EVER IT MAY CONCEREN

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

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

Date: Place:

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

FORMAT-8

PRE-BID QUERY FORMAT

(To be submitted on letter head of the bidder)

Tender No. MMD/T-HTM2-02/0123 for supply of various sizes of Conductor.

Name of the Company: Name of Key Person: Key Person Contact details: Mobile: Email Tender Purchased: YES/NO : Section & Clause

Sr. No.	Clause No.	Page No.	Section and Clause	Query

Note:

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

(Signature, Name of Authorized Representative and Company Seal)

FORMAT -9 Format for –Readiness of Material for Inspection [THIS IS ONLY A PROFORMA, ACTUAL INSPECTION CALL HAS TO BE GIVEN ON YOUR COMPANY LETTER HEAD ONLY]

Ref. No.

Date:

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

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

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

	Procurement of various types of Conductors (MMD/T-HTM2-02	/0123)	
12.	Name of the person to be contacted in connection with inspection		
	and his Office/Factory/Residence Tel. No.:		
13.	Staggering holiday of Factory/Office at the place of inspection:		
14.	a) Whether Dispatch Instructions are available (Say Yes or No): b) Quote Letter No.:		
	c) Brief destination and Qty. per consignee of this present lot offered:	Name of consignee	Qty.
15.	Last visit of our Inspecting Officer:		
16.	a) Whether the entire material is dispatched against last inspection. (Say Yes or No) (MSEDCL's E.E.[Inspection/Testing] will ensure before inspection of this lot that the earlier inspected lot is already dispatched)		
	b) Quantity dispatched:	Name of consignee	Qty.
17.	Further programme of production Quantity likely to be offered and by what date:		
	Yo	urs Faithfully,	
		ame of Author e and Company	
Co	py f.w.c. to :		
1)	The Executive Engineer (HTM-2), Material Management Dept., MSED	OCL, H.O., Mum	bai-51.

Special instructions for suppliers:

1. Inspection call letter with incomplete information will not be accepted.

2. The material should be offered complete as per approved bill of material wherever applicable.

3. Material should be properly stacked for quantity verification.

4. Inspection call should be given in the firm's Letter Head only and to be submitted on MSEDCL Material Inspection Portal https://mip.mahadiscom.in/InspectionPortal/

5. For any query please e-mail on Inspection Portal support Email ID:

inspection.portal@mahadiscom.in

FORMAT -10

Format for –Inspection Approval

[On MSEDCL's Letter Head]

Ref. No.

Date: Camp:

To,
M/s
Works Address:

Sub:	Final	inspection an	nd approval c	of		(Name of ma	terial)	against
LOA/A	Т	No	date	ed	for Supply of			

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

- [Date of readiness: dd/mm/yyyy]
- 2) Authorization letter for Final inspection vide no.....dtd.....
- 3) Drawing approval no. dtd.
- 4) Type Test approval no..... dtd.
- 5) Dispatch Instruction No..... dtd.....
- 6) MSEDCL's Material Inspection Portal Call Id No.

Dear Sir,

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

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

	-	P100	urement of	various ty	bes of contaut		MD/T-HTM2	2-02/01235		
		Name of		Qty	in (Uol	M)	Qty i	in (UoN	(N	
	Nam	the]	tem no		It	em no		Material to
	e of	consigne	Meant	Item descriptionScheSchemTotme-1e-2al			Item description			be
	the offic es	es (Major Stores/ Store Centre)	for Circle				Schem e-1	Schem e-2	Tot al	reached to destination stores on or before
										dd/mm/yy
										уу
			Total							55
7		Sealing:		Sealing of no. each of(name of item)are carried out on randomly selected and tested for acceptance test bearing sr nos./Seal No. Sealed with paper seal sign by the undersigned. Sr.No/Seal No		of(nar item) on rando and test acceptar bearing sr nos./S with pap by the u	are carrie omly sele- ed for nce test Seal No. s per seal s ndersigne	ed out cted sealed ign ed. o		
			Other De	etails:						
		aterial inspe		-						
		ial is inspec	=	Name of	premises]					
		te of Inspec								
8		st Report si	-							
		atching mat								
	1	y dispatche								
		ether all th								
	inspec	ction have v	alid calib	ration.(S	Say Yes or	No)				

Procurement of various types of Conductors (MMD/T-HTM2-02/0123)

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

Page 59 of 87

Enclosed: Test Results.

Yours faithfully

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

Copy s.w.r.t.:

1) The Chief Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.

2) The Superintending Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.

3) The Executive Engineer (HTM), MMD, MSEDCL, Prakashgad, Mumbai-51.

<u>ANNEXURE – 'U-I'</u>

"INDEMNITY BOND" (NOT APPLICABLE)

UNDERTAKING TO BE SUBMITTED BY THE PARENT COMPANY SITUATED ABROAD IN CASE OF THE PARTICIPANT BIDDER WHO IS AN INDIAN BASED SUBSIDIARY ON GENERAL STAMP OF `200.00.

The Chief Engineer, Maharashtra State Electricity Distribution Co. Ltd., Material Management Department, 1stFloor, Prakashgad, Bandra (E), Mumbai – 400 056.

Dear Sir:

Sub: Undertaking against Tender No. _____ for procurement of _____

We, M/s. _____ having registered office at _____ are the Parent Company of M/s. _____ who have participated against your tender no. ____ for procurement of ____.

We have carefully read and have thoroughly understood and agree to the terms and conditions of the subject tender.

We hereby undertake that in case of placement of order against the subject tender on our subsidiary company, M/s. _____, in the event of we accept all the responsibilities and liabilities for supply of quality equipments as per specification of the tender and execution of the contract. We further hereby undertake that we shall be responsible for any liability arising out of the contract placed on M/s. _____ and to pay MSEDCL on demand the sum of rupees as per agreement in the event of any breach of condition of the purchase order, loss and damage of the material till expiry of guarantee period as stipulated in the order.

Our liability here under shall not be impaired or discharged by extension of time or variation or alteration made with or without our knowledge or consent by or between the parties to the said contract. This undertaking shall be valid and binding on us upto and including the execution and guarantee period of the order and shall not be terminable by notice or change in the constitution of any of the companies. In case of any dispute arising out of or in connection with this tender or contract, if concluded, the same shall be subject to the exclusive jurisdiction of the **"Court in Mumbai (India)."**

Yours faithfully,

(Authorised Signatory) For

					Annexu	ıre 'B'(F	Price S	chedu	ıle)				
Sr.N o	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWork s includin g packagi ng charges but excludi ng duties & taxes etc (In Rupees)	Charge	Transit Insuran ce Charge s Per Unit (In Rupees)	Integrate d GST for outside State Transact ion 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)
1	11862035065	AAAC 100 SQMM	М	1000000	76149000								
2	11862012015	AAAC 34 SQMM	м	2400000	76149000								
3	11822010025	A.C.S.R. WEASEL	м	2400000	76141000								
4	11862021515	AAAC 55 SQMM	М	2500000	76149000								

Delivery Details

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

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

Confirmation Details

We Confirm The Following :

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

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

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

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

Technical Specification Item: A.C.S.R. Weasel 0.03



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

A.C.S.R. WEASEL 0.03

For

DISTRIBUTION SYSTEM

IN

MSEDCL

Page 63 of 87



TECHNICAL SPECIFICATION

OF

ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

FOR

DISTRIBUTION NETWORK

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

I N D E X

Cl. No.	Contents
1.	SCOPE
2.	SERVICE CONDITIONS
3.	SYSTEM DETAILS
4.	APPLICABLE STANDARDS
5.	GENERAL TECHNICAL REQUIREMENT
6.	PRINCIPAL PARAMETERS OF CONDUCTOR
7.	PROPERTIES OF WIRE
8.	FREEDOM FROM DEFECT
9.	JOINTS IN WIRE
10	STRANDING
11.	STANDARD LENGHTH
12.	TEST
13.	INSPECTION
14.	MARKING
15.	REJECTION
16.	BIS CERTIFICATION
	GTP

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

1. SCOPE:

This specification covers the design, manufacture, testing at works and supply of ALUMINIUM ALLOY STRANDED CONDUCTORS FOR OVERHEAD TRANSMISSION used in the MSEDCL distribution network A.C. 3 phase, 3 wires, 33/22/11 kV, 50 HZ as per IS : 398 (Part IV) 1994 amended upto date , IS : 1778 before dispatch, packing and delivery FOR destination. All Size of conductor shall be supplied with **ISI** mark only.

2. SERVICE CONDITIONS:

The AAA conductor 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 Isoceranic level (days per year)	50
2.9 Seismic level (Horizontal Acceleration)	0.3 g

Moderately hot and humid tropical climate conductive to rust and fungus growth

3. SYSTEM DETAILS:

AAA conductor are meant for erection of 33,22, 11kV lines with relevant parameters as under:-

Sr. No.	Particulars		Details	
1.	System Voltage	33 KV	22 KV	11KV
2.	Maximum Voltage	36	24	12
3.	Frequency	50 Hz	50 Hz	50 Hz
4.	Lightning impulse withstand voltage (Dry and Wet)	70/170 (peak)	50/125 (peak)	28/75 (peak)
5.	Power frequency withstand voltage (Wet)	70	50	28

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021



6.Short circuit level in 3 sec .kA2525	6.	Short circuit level in 3 sec .kA	25	25	25
--	----	----------------------------------	----	----	----

4 APPLICABLE STANDARDS:

Sr. No.	Indian Standard	Title
1	IS : 398 (Part IV) / 1994	Specifications of Aluminium conductors for overhead transmission purpose
2.	IS 1885 (part 32) 1971	Electrotechnical vocabulary: part 32 Cabels , conductors and accessories for electricity supply
3	IS : 1778	Reels and Drums for bare conductors
4	IS : 1841	E.C. Grade Aluminium Rod produced by rolling
5.	IS : 5484	E.C.Grade Aluminium rod produced by continuous casting and rolling
6.	IS:9997 :1981	Aluminium alloy redraw rods for electrical purposes (first revision)

5. GENERAL TECHNICAL REQUIREMENT:

AAA conductor shall be suitable for being installed directly in air supported on Pin insulator or suspension disc insulator string or anchored through tension disc insulator strings of single circuit or double circuit high voltage lines.

6. PRINCIPAL PARAMETERS OF CONDUCTOR :

Sr.n o	Actual Area (mm²)	Name of conductor (mm)	Stranding and Wire Dia (mm)	Approx. overall Diamete r (mm)	Approx. mass (Kg/Km)	Calculated maximum resistance at 20ºC (Ohms/Km)	Approx. Calculated Breaking Load	Final Modulus elasticity (Kg/Sq.cm)	Coefficient of linear expansion (/ºC)
1	15	Mole	3/2.50	5.39	40.15	2.3040	4.33	0.6500x10 ⁶	23x10 ⁻⁶
2	22	Squirrel	7/2.00	6.00	60.16	1.5410	6.45	0.6324x10 ⁶	23x10 ⁻⁶
3	34	Weasel	7/2.50	7.50	94.00	0.9900	10.11	0.6324x10 ⁶	23x10 ⁻⁶
4	55	Rabbit	7/3.15	9.45	149.20	0.6210	16.03	0.6324x10 ⁶	23x10 ⁻⁶
5	80	Racoon	7/3.81	11.43	218.26	0.4250	23.41	0.6324x10 ⁶	23x10 ⁻⁶
6	100	Dog	7/4.26	12.78	272.86	0.3390	29.26	0.6324x10 ⁶	23x10 ⁻⁶

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021



7	125	Dog (up)	19/2.89	14.45	342.51	0.2735	36.64	0.612x10 ⁶	23x10 ⁻⁶
8	148	Coyote	19/3.15	15.75	406.91	0.2298	43.50	0.612x10 ⁶	23x10 ⁻⁶
9	173	Wolf	19/3.40	17.00	474.02	0.1969	50.54	0.612x10 ⁶	23x10 ⁻⁶
10	200	Wolf(up)	19/3.66	18.30	549.40	0.1710	58.66	0.612x10 ⁶	23x10 ⁻⁶
11	232	Panther	19/3.94	19.70	636.67	0.1471	68.05	0.612x10 ⁶	23x10 ⁻⁶

The properties of stranded all aluminum alloy conductors of various sizes shall be as in Table – 1

Table-1

7. A. PROPERTIES OF WIRES :

The properties of Aluminum Alloy wires used to construct stranded Aluminum Alloy

Sr. no	Nomi nal Diam eter (mm)	Actual Diameter(mm)		Cross sectional area	Mass (Kg/Km)	Minimum Breaking Load (kN)		Maximum resistance at 20ºC
		Min	Max	of Nominal Diameter wire (mm ²)		Before Stranding	After Stranding	(Ohms/Km)
1	2	1.98	2.02	3.142	8.482	0.97	0.92	10.653
2	2.5	2.47	2.53	4.909	13.25	1.52	1.44	6.845
3	2.89	2.86	2.92	6.56	17.71	2.03	1.93	5.106
4	3.15	3.12	3.18	7.793	21.04	2.41	2.29	4.290
5	3.31	3.28	3.36	8.605	23.23	2.66	2.53	3.882
6	3.40	3.37	3.43	9.079	24.51	2.80	2.66	3.677
7	3.45	3.42	3.48	9.348	25.24	2.89	2.75	3.571
8	3.55	3.51	3.59	9.898	26.72	3.06	2.91	3.390
9	3.66	3.62	3.70	10.52	28.41	3.25	3.09	3.187
10	3.71	3.67	3.75	10.81	29.19	3.34	3.17	3.101
11	3.81	3.77	3.85	11.40	30.78	3.52	3.34	2.938
12	3.94	3.9	3.98	12.19	32.92	3.77	3.58	2.746
13	4	3.96	4.04	12.57	33.93	3.88	3.69	2.663
14	4.26	4.22	4.3	14.25	38.48	4.40	4.18	2.345

conductors must be as follows:

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021



Note : No negative tolerance shall be permitted on the nominal diameter of Aluminium wires used in the construction of AAA conductor. Only positive tolerance of +1 percent shall be permitted on the nominal diameter specified in the above table as per IS 398 Part (IV) amended upto date.

7.1 MATERIAL:

The wire shall be of heat treated aluminium , magnesium silicon alloy having a composition appropriate to the mechanical and electrical properties specified in table above. The chemical composition shall confirm IS 1997-91 as given below.

Sr. no	Elements	Percent	
1	Si	0.50-0.90	
2	Mg	0.60-0.90	
3	Fe	0.50max	
4	Cu	0.10max	
5	Mn	0.03max	
6	Cr	0.03max	
7	Zn	0.10max	
8	В	0.06max	
9	Other element (Each)	0.03max	
10	Other element (Total)	0.10max	
11	Al	Reminder	

7.2 PHYSICAL CONSTANTS FOR ALUMINUM ALLOY WIRE:

a) **RESISTIVITY** :

As per amendment No 1 (May 2000) to IS398 part 4 : 1994 The maximum value of resistivity of any single aluminium alloy wires **0.0328 ohm mm² / m at 20^oC** of any single aluminium alloy wire shall be used for calculation.

b) DENSITY :

At a temperature of 20 deg. C, the density of aluminum alloy is to be taken as 2.70 kg/cm^3 .

c) CONSTANT – MASS TEMPERATURE CO-EFFFICIENT (α):



At a temperature of 20° C, the Constant – Mass temperature Co-efficient of resistance of aluminum alloy wires, measured between two potential points rigidly fixed to the wire, is to be taken as **0.00360 / °C**.

d) CO-EFFFICIENT OF LINEAR EXPANSION:

The Co-efficient of linear expansion of aluminum alloy wire is to be taken as 23 x 10^{-6} / ^oC. This value holds good for all practical purposes over the range of temperatures from zero degree centigrade to highest safe operating temperature.

8. FREEDOM FROM DEFECTS:

The wires shall be smooth and free from all imperfections such as spills, splits, slag inclusion, die marks, scratches, fittings, blow-holes, projections, looseness, overlapping of strands, chipping of aluminium alloy layers etc. and all such other defects, which may hamper the mechanical and electrical properties of the conductor. Special care should be taken to keep away dirt, grit etc. during stranding.

9. JOINTS. IN WIRES :

a) Conductors containing seven wires :-

There shall be no joint in any wire of a stranded conductor containing seven wires, except those made in the base rod or wire before final drawing.

b) Conductors containing more than seven wires :-

In conductors containing more than seven wires, joints in individual wires are permitted in any layer except the outermost layer (in addition to those made in the brass rod or wire before final drawing) but no two such joints shall be less than 15 m apart in the complete stranded conductor, such joint shall be made by resistance or cold pressure butt welding. They are not required to fulfill the mechanical requirement of unjointed wires. Joints made by resistance butt welding shall, subsequent to welding, be annealed over a distance of at least 200 mm on each side of the joint.

10. STRANDING :

- a) The wires used in the construction of a stranded conductor shall, before stranding satisfy all the relevant requirements of IS 398 standard .
- b) The lay ratio of the different layers shall be within the limits given in the Table-3

 TABLE - III : LAY RATIOS FOR ALUMINIUM ALLOY STRANDED CONDUCTORS



Sr.no	No of wires in	Lay Ratios				
	conductor	3/6 layers		12 layers		
		Min	Max	Min	Max	
1	3	10	14	-	-	
2	7	10	14	-	-	
3	19	10	16	10	14	

c) In all constructions, the successive layers shall have opposite directions of lay, the outer most layer being right handed . The wires in each layer shall be evenly and closely stranded.

d) In aluminium alloy stranded conductors having multiple layers of wires, the lay ratio of any layer shall not be greater than the lay ratio of the layer immediately beneath it.

11. A) STANDARD LENGHT:

The standard length of AAA Conductor shall be 2 (two) kms. Tolerance of \pm 5% (plus or minus five percent) shall be permitted. All the lengths outside these limits of tolerances shall be treated as random length.

Random length shall not be less than 80% (eighty percent) of the standard length specified as above and the total acceptable quantity of such random lengths shall be within7%(seven percent) quantity of the allotted quantity to each consignee of the respective size of the conductor.

B) VERIFICATION OF LENGTH OF CONDUCTOR:

- i) The MSEDCL representative shall ascertain the length of AAA Conductor at supplier's works and at the receiving store centers by measuring the actual length by length measuring machine used for the purpose. The supplier should ensure that length measuring machine is available for measurement of the length by our inspecting officer.
- ii) Both ends of the AAA Conductor will be sealed by the supplier and seals will be contained in the drum and not exposed out of drum.
- iii) The declared length will be measured between manufacturer's seals at both ends of AAA Conductor.
- iv) The weight of AAA Conductor will also be checked for ensuring correct lay and length of the AAA Conductor.
- v) For the verification of the length of the conductor, 10 % of total lot (in Drums) should be selected at the works. The physical verification of the length of the

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021



conductor should be carried out for maximum up to 5 (five) drums. If there are anymore drums left for verification, then weight of each verified drum should be carried out and average weight may be calculated.

Then the weight of each of all the remaining selected drums may be taken and if these weights are matching with the average weight, then that particular lot may be accepted otherwise rejected.

vi) Verification of length of conductor will also be carried out at each stores center for two drums out of each lot. If the average length is found correct or more, the lot will be accepted. If the average length is found to be less than the declared, the percentage of such short length will be applied for reduction for the entire quantity supplied in the lot at respective stores for acceptance.

12. TESTS:

12.1 Selection of Test Samples:

The samples of individual wires for the test shall normally be taken before stranding. The test sample length criteria of should be as per clause no 12.1.1 of IS 398 (part 4). However, If desired by MSEDCL at the time of placing order the test be made in presence of MSEDCL representative, samples of wire shall be taken from length of stranded conductor. The samples shall be obtained by cutting 1.2 meters from the outer end of the finished conductor not more than 10 percent of finished drum. Also **the electrical & mechanical properties of aluminium alloy wire shall be ordinarily be made before stranding**.

The wires used for alloy conductor shall comply with the following test as per IS 398 (Part- 4)

- a. Breaking Load Test.
- b. Elongation Test.
- c. Resistance Test.

12.2 TESTING EXPENSES:

The entire cost of testing for the acceptance and routine tests and tests during manufacture specified herein shall be treated as included in the quoted unit price except for the expenses of the inspector/ MSEDCL representative

12.3 ADDITIONAL TESTS:

The MSEDCL representative reserves the right of having at his own expenses any other test (s) of reasonable nature carried out at Manufacturer's premises, at site, or in any other place in addition to the aforesaid type, acceptance and routine tests to satisfy himself that materials comply with the specifications.

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021



12.4 TEST REPORTS :

a)Record of routine test reports shall be maintained by the manufacturer at his works for periodic inspection by the MSEDCL representative.

b)Test certificates of tests during manufacture shall be maintained by the manufacturer. These shall be produced for verification as and when desired by the MSEDCL representative.

13 INSPECTION :

All tests and inspection shall be made at the place of manufacturer unless otherwise especially agreed upon by the manufacturer and purchaser at the time of purchase. The manufacturer shall afford the inspector representing the purchaser all reasonable facilities without charges, to satisfy him that the material is being furnished in accordance with this specification.

14 MARKING:

Each drum shall have the following information stenciled on it in indelible ink alongwith other essential data:

- a) Contract / Award letter number.
- b) Name and address of consignee.
- c) Manufacturer's name and address.
- d) Drum number.
- e) Size of conductor.
- f) Length of conductor in meters.
- g) Gross weight of drum with conductor.
- h) Gross weight of drum without lagging.
- i) Weight of empty drum with lagging.
- j) Barrel diameter at three locations and an arrow marking at the location of measurement
- k) Arrow marking for unwinding.
- l) Position of the conductor ends.
- m) ISI certification mark.



15 REJECTION :

- i. While measuring the length , the sample piece from each length shall be taken for carrying out the test as per IS: 398 (Part IV) / 1994 (amended upto date). All the values of each sample should not exceed the value as per the relevant IS. In case of deviation , whole lot will be rejected at works.
- ii. Specific resistivity of Aluminium Alloy wire used should not exceed 0.0328 ohm sq.mm./m at 20 degree centigrade as prescribed in IS: 398 (Part IV)/1994 (amended upto date). If the results are at variance , whole lot shall be rejected.
- iii. The Guaranteed Technical Particulars attached with this specifications for the Conductor being supplied shall be provided with the Bid as specified in the Technical Specification. The Bids without the Guaranteed Technical Particulars shall be treated as Non-Responsive. The tenderer shall also submit Resistance and Mass of conductor and breaking Load of conductor calculations alongwith GTP.

16. BIS CERTIFICATION MARK :

The AAA Conductor with BIS (ISI) marking only is required by the MSEDCL against this specification and as such, only those tenderers who hold valid BIS license for AAA Conductor need quote against this invitation of tender.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

GUARANTED TECHNICAL PARTICULARS OF AAAC Sq.mm CONDUCTOR

SR.	DESCRIPTION	UNIT	PARTICULARS
NO.			
1.	NAME OF MANUFACTURER		
2	Works ADDRESS OF MANUFACTURER		
3	Brand Name		
4	BIS No. & Valid date		
4	Applicable Standard		
5	Size & Name of Conductor		
6	Manufacturers of Raw material		
7	Aluminum alloy composition		
	a) Si		
	b) Mg		
	c) Fe		
	d) Cu		
	e) Mn		
	f) Cr		
	g) Zn		
	h) B		
	i) Other element (Each)		
	j) Other element (Total)		
	k) Al		
8	Aluminum Alloy wire details		
a)	Diameter i) Nominal	mm	
	ii) Maximum	mm	
	iii) Minimum	mm	
b)	Cross sectional area of nominal wire diameter	mm ²	
c)	Mass	Kg/km	

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021

Page 12



MAHAVITARAN

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

d)	Minimum Breaking Load		
	i) Before Stranding	kN	
	ii) After Stranding	kN	
e)	Resistance at 20ºC Max	Ohms/k m	
9	Aluminum Alloy Stranded Conductor		
a)	Actual Area	mm ²	
b)	Stranding and wire Dia	mm	
c)	Approximate Overall Dia	mm	
d)	Approximate Mass	Kg/km	
e)	Calculated Maximum Resistance at 20ºC	Ohms/k m	
f)	Approximate calculated Breaking Load	kN	
10	Final Modulus Elasticity	Kg/cm ²	
11	Coefficient of Linear expansion	/ºC	
12	Direction of lay & lay ratio		
13	Maximum working tension		
14	Tolerance, if any, on standard lengths		
15	No. of standard lengths in one Drum		
16	Weight of the conductor in one Drum	kg	
17	Weight of the Drum	kg	
18	Gross weight of the reel including weight of	kg	
	the conductor		
19	Drum (reel) details		
20	a) Dimensions of the Drum		
21	b) whether the drum on which the conductor		
	is wound conforms to the specification		
22	Complete conductor to be purchased directly		
22	form the conductor manufacturer only		
23	Important packing & markings: for the detailed package and markings please refer the specification.		
	refer the specification.		

T & QC : MSC I/AAACond/2019/04 updated dtd.10.03.2021

Page 13



Technical Specification Cont		
Item	Technical Specification	
AAAC 55 SQMM COND(11862021515)	Refer To The Following Item Specification: A.C.S.R. Weasel 0.03(11822010025)	
AAAC 100 SQMM COND(11862035065)	Refer To The Following Item Specification: A.C.S.R. Weasel 0.03(11822010025)	
AAAC 34 SQMM COND(11862012015)	Refer To The Following Item Specification: A.C.S.R. Weasel 0.03(11822010025)	

A.C.S.R. Weasel 0.03

GTP Order Sequence	GTP Parameters	Date Type
1	Whether you agree to supply the material as per technical specifications?	BOOLEAN
2	NAME & ADDRESS OF MANUFACTURER	NUMERIC
3	Brand Name	ТЕХТ
4	Applicable Standard	TEXT
5	BIS No & validity date	TEXT
6	Size & Name of Conductor	ТЕХТ
7	Manufacturers of Raw material	TEXT
8	Composition of high carbon steel (a)Carbon-	TEXT
9	Composition of high carbon steel (b) manganese	ТЕХТ
10	Composition of high carbon steel (c) (Phosphorus)	TEXT
11	Composition of high carbon steel (d) Sulphur	ТЕХТ
12	Composition of high carbon steel (e) Silicon	ТЕХТ
13	Purity of electrolytic high grade zinc use for galvanizing	ТЕХТ
14	Aluminum wire details (a) Diameter (i) Nominal- in mm	NUMERIC
15	Aluminum wire details (a) Diameter (ii) Maximum-in mm	NUMERIC
16	Aluminum wire details (a) Diameter (iii) Minimum-in mm	NUMERIC
17	(b)Cross sectional area of nominal wire diameter mm ²	NUMERIC
18	(c) Mass-Kg/Km	NUMERIC
19	(d)Minimum Breaking Load (i) Before Stranding(kN)	NUMERIC
20	(d)Minimum breaking Load (ii) After stranding-KN	ТЕХТ
21	(e)Resistance at 20°C Max-Ohms/km	NUMERIC
22	(f)Physical constant for hard drawn aluminum wire (i) Resistivity	NUMERIC
23	(f) Physical constant for hard drawn aluminium wire (ii) Density	NUMERIC
24	(f)Physical constant for hard drawn aluminium wire-(iii)constant mass temp. coeff	NUMERIC
25	(f)Physical constant for hard drawn aluminium wirel wire details -(iv) Coefficient of linear expansion	NUMERIC
26	Still wire details (a) Diameter (i) Nominal (mm)-	NUMERIC
27	Still wire details (a) Diameter (ii) Maximum-mm	NUMERIC
28	Still wire details (a) Diameter (iii) Minimum -mm	NUMERIC
29	(b) Cross Sectional area of nominal wire diameter mm ²	NUMERIC
30	(c) Mass -Kg/Km-	NUMERIC
31	(d) Minimum breaking Load (i) Before Stranding-KN	NUMERIC

32	(d) Minimum breaking load (ii) After stranding KN	NUMERIC
33	(e) Physical constant for still wire (i) Resistivity	TEXT
34	(e) Physical constant for still wire (ii) Coefficient of linear expansion	NUMERIC
35	ACSR conductor (a) Actual area mm ²	NUMERIC
36	(b) Stranding and wire dia (i) Aluminium-mm	NUMERIC
37	(b) Stranding and wire dia (ii) Steel-mm	ТЕХТ
38	(c) Sectional area of aluminium mm ²	ТЕХТ
39	(d)Total Sectional Area mm ²	NUMERIC
40	(e) Approximate overall dia-mm	NUMERIC
41	(f) Approximate mass kg/km	ТЕХТ
42	(g)Calculated maximum resistance at 20ºC -Ohms/km	техт
43	(h)Approximate calculated breaking load-kN	NUMERIC
44	Final modulus elasticity Kg/cm²	NUMERIC
45	Coefficient of Linear expansion /ºC	NUMERIC
46	Direction of lay & lay ratio	NUMERIC
47	Maximum working tension	ТЕХТ
48	Tolerance, if any, on standard lengths	ТЕХТ
49	No. of standard lengths in one Drum	техт
50	Weight of the conductor in one Drum-kg	ТЕХТ
51	Weight of the Drum-kg	NUMERIC
52	Gross weight of the reel including weight of the conductor-kg	NUMERIC
53	Drum (reel) details a) Dimensions of the Drum	NUMERIC
54	Drum (reel) details-b) whether the drum on which the conductor is wound conforms to the specification	TEXT
55	Complete conductor to be purchased directly form the conductor manufacturer only	TEXT
56	Important packing & markings: for the detailed package and markings please refer the specification.	TEXT

AAAC 55 SQMM COND

GTP Order Sequence	GTP Parameters	Date Type
1	Whether you agree to supply material as per technical specification?	BOOLEAN
2	NAME OF MANUFACTURER	TEXT
3	Works ADDRESS OF MANUFACTURER	TEXT
4	Brand Name	TEXT
5	BIS No. & Valid date	TEXT

6	Applicable Standard	ТЕХТ
7	Size & Name of Conductor	ТЕХТ
8	Manufacturers of Raw material	ТЕХТ
9	Aluminum alloy composition a)Si	ТЕХТ
10	Aluminum alloy composition (b) Mg	ТЕХТ
11	Aluminum alloy composition (c) Fe	NUMERIC
12	Aluminum alloy composition (d) (Cu)	NUMERIC
13	Aluminum alloy composition (e) (Mn)	NUMERIC
14	Aluminum alloy composition (f) Cr	NUMERIC
15	Aluminum alloy composition (g) (zn)	NUMERIC
16	Aluminum alloy composition (h)B	NUMERIC
17	Aluminum alloy composition (i) Other element (Each)	NUMERIC
18	Aluminum alloy composition (j) Other element (Total)	ТЕХТ
19	Aluminum alloy composition (k)AL	NUMERIC
20	Aluminum Alloy wire details (a) Diameter (i)Nominal mm	NUMERIC
21	Aluminum Alloy wire details (a) Diameter (ii)Maximum mm	NUMERIC
22	Aluminum Alloy wire details (a) Diameter (iii)Minimum mm	NUMERIC
23	(b)Cross sectional area of nominal wire diameter mm ²	NUMERIC
24	(c) Mass-kg/km	NUMERIC
25	(d)Minimum Breaking Load (i) Before stranding kN	NUMERIC
26	(d)Minimum Breaking Load (ii) After stranding kN	NUMERIC
27	(e) Resistance at 20ºC Max-Ohms/km	NUMERIC
28	Aluminum Alloy Stranded Conductor(a) Actual Area mm ²	NUMERIC
29	Aluminum Alloy Stranded Conductor (b) Stranding and wire Dia	NUMERIC
30	Aluminum Alloy Stranded Conductor(c) Approximate Overall Dia mm	NUMERIC
31	Aluminium alloy Standard Conductor (d) Approximate mass Kg/km	NUMERIC
32	Aluminum Alloy Stranded Conductor (e)Calculated Maximum Resistance at 20°C Ohms/km	NUMERIC
33	Aluminum Alloy Stranded Conductor (f) Approximate calculated Breaking Load-KN	NUMERIC
34	Final Modulus Elasticity Kg/cm ²	NUMERIC
35	Coefficient of Linear expansion /ºC	NUMERIC
36	Direction of lay & lay ratio	ТЕХТ
37	Maximum working tension	TEXT
38	Tolerance, if any, on standard lengths	ТЕХТ
39	No. of standard lengths in one Drum	NUMERIC
40	Weight of the conductor in one Drum-kg	NUMERIC

41	Weight of the Drum-kg	NUMERIC
42	Gross weight of the reel including weight of the conductor-kg	NUMERIC
43	Drum (reel) details a) Dimensions of the Drum	NUMERIC
44	b) whether the drum on which the conductor is wound conforms to the specification	TEXT
45	Complete conductor to be purchased directly form the conductor manufacturer only	ТЕХТ
46	Important packing & markings: for the detailed package and markings please refer the specification.	TEXT

AAAC 100 SQMM COND

GTP Order Sequence	GTP Parameters	Date Type
1	Whether you agree to supply material as per technical specification?	BOOLEAN
2	NAME OF MANUFACTURER	TEXT
3	Works ADDRESS OF MANUFACTURER	TEXT
4	Brand Name	TEXT
5	BIS No. & Valid date	TEXT
6	Applicable Standard	TEXT
7	Size & Name of Conductor	TEXT
8	Manufacturers of Raw material	TEXT
9	Aluminum alloy composition a)Si	TEXT
10	Aluminum Alloy composition (b)-Mg	TEXT
11	Aluminium alloy composition (c) Fe	TEXT
12	Aluminium alloy composition (d) Cu	TEXT
13	Aluminium alloy composition (e) Mn	TEXT
14	Aluminium alloy composition (f) Cr	TEXT
15	Aluminum Alloy composition (g) Zn	TEXT
16	Aluminium alloy composition (h) B	TEXT
17	Aluminium alloy composition (i) Other element (Each)	TEXT
18	Aluminium alloy composition (j) Other element (Total)	TEXT
19	Aluminium alloy composition (k) Al	TEXT
20	Aluminium alloy wire details (a) Diameter (i) Nominal mm	NUMERIC
21	Aluminium alloy wire details (a) Diameter (ii) Maximum-mm	NUMERIC
22	Aluminum alloy wire details (iii) Minimum-mm	TEXT
23	Cross sectional area of nominal wire diameter -mm ²	NUMERIC
24	Mass kg/km	NUMERIC

		I
25	Minimum breaking load (i) Before stranding KN	NUMERIC
26	Minimum breaking load (ii) After stranding KN	NUMERIC
27	Resistance at 20°C Max	NUMERIC
28	Aluminum Alloy Stranded Conductor (a) Actual Area mm ²	NUMERIC
29	Aluminum Alloy Stranded Conductor (b) Stranding and wire Dia-mm	NUMERIC
30	Aluminum Alloy Stranded Conductor (c) Approximate Overall Dia-mm	техт
31	Aluminum Alloy Stranded Conductor (d) Approximate Mass Kg/km	техт
32	Aluminum Alloy Stranded Conductor (e) Calculated Maximum Resistance at 20°C	NUMERIC
33	Aluminum Alloy Stranded Conductor (f) Approximate calculated Breaking Load KN	ТЕХТ
34	Final Modulus Elasticity Kg/cm ²	NUMERIC
35	Coefficient of Linear expansion /ºC	NUMERIC
36	Direction of lay & lay ratio	ТЕХТ
37	Maximum working tension	NUMERIC
38	Tolerance, if any, on standard lengths	ТЕХТ
39	No. of standard lengths in one Drum	ТЕХТ
40	Weight of the conductor in one Drum kg	NUMERIC
41	Weight of the Drum kg	NUMERIC
42	Gross weight of the reel including weight of the conductor kg	NUMERIC
43	Drum (reel) details a) Dimensions of the Drum	NUMERIC
44	b) whether the drum on which the conductor is wound conforms to the specification	NUMERIC
45	Complete conductor to be purchased directly form the conductor manufacturer only	ТЕХТ
46	Important packing & markings: for the detailed package and markings please refer the specification.	ТЕХТ

AAAC 34 SQMM COND

GTP Order Sequence	GTP Parameters	Date Type
1	NAME OF MANUFACTURER	TEXT
2	Works ADDRESS OF MANUFACTURER	TEXT
3	Brand Name	TEXT
4	BIS No. & Valid date	NUMERIC
5	Applicable Standard	NUMERIC
6	Size & Name of Conductor	TEXT
7	Manufacturers of Raw material	TEXT
8	Aluminum alloy composition (a) Si	NUMERIC

9	Aluminum alloy composition (b) Mg	NUMERIC
10	Aluminum alloy composition (c) Fe	NUMERIC
11	Aluminum alloy composition (d) Cu	NUMERIC
12	Aluminum alloy composition (e) Mn	NUMERIC
13	Aluminum alloy composition (f) Cr	NUMERIC
14	Aluminum alloy composition (g) Zn	NUMERIC
15	Aluminum alloy composition (h) B	NUMERIC
17	Aluminum alloy composition (i) Other element (Each)	NUMERIC
18	Aluminum alloy composition (j) Other element (Total)	NUMERIC
19	Aluminum alloy composition (k) Al	NUMERIC
20	Aluminum Alloy wire details (a) Diameter i) Nominal	NUMERIC
21	Aluminum Alloy wire details (a) Diameter (ii) Maximum (mm)	NUMERIC
22	Aluminum Alloy wire details (a) Diameter (iii) Minimum (mm)	NUMERIC
23	Aluminum Alloy wire details (b) Cross sectional area of nominal wire diameter (mm ²)	NUMERIC
24	Aluminum Alloy wire details (c)Mass (Kg/km)	NUMERIC
25	Aluminum Alloy wire details (d) Minimum Breaking Load (KN)	NUMERIC
26	Aluminum Alloy wire details (d) Minimum Breaking Load (i) Before Stranding (KN)	NUMERIC
27	Aluminum Alloy wire details (d) Minimum Breaking Load (i) Before Stranding (KN)	NUMERIC
28	Aluminum Alloy wire details (d) Minimum Breaking Load (ii) After Stranding (KN)	NUMERIC
29	Resistance at 20ºC Max (Ohms/k m)	NUMERIC
30	Aluminum Alloy Stranded Conductor (a)Actual Area (mm ²)	NUMERIC
31	Aluminum Alloy Stranded Conductor (b)Stranding and wire Dia (mm)	NUMERIC
32	Aluminum Alloy Stranded Conductor (c) Approximate Overall Dia (mm)	NUMERIC
33	Aluminum Alloy Stranded Conductor (d) Approximate Mass (Kg/km	NUMERIC
34	Aluminum Alloy Stranded Conductor (e)Calculated Maximum Resistance at 20°C (Ohms/k m)	NUMERIC
35	Aluminum Alloy Stranded Conductor(f) Approximate calculated Breaking Load	NUMERIC
36	Final Modulus Elasticity (Kg/cm²)	NUMERIC
37	Coefficient of Linear expansion (/ºC)	NUMERIC
38	Direction of lay & lay ratio	NUMERIC
39	Maximum working tension	NUMERIC
40	Tolerance, if any, on standard lengths	NUMERIC
41	No. of standard lengths in one Drum	NUMERIC
42	Weight of the conductor in one Drum (Kg)	NUMERIC
43	Weight of the Drum (kg)	NUMERIC
44	Gross weight of the reel including weight of the conductor (kg)	NUMERIC

45	Drum (reel) details a) Dimensions of the Drum	NUMERIC
46	Drum (reel) details b) whether the drum on which the conductor is wound conforms to the specification	NUMERIC
47	Complete conductor to be purchased directly form the conductor manufacturer only	BOOLEAN
48	Important packing & markings: for thedetailed package and markings please refer the specification.	BOOLEAN
1558	Whether you agree to supply material as per tecnical specification	BOOLEAN

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Qualifying Requirement-3	Technical Section	A.C.S.R. Weasel 0.03	The Valid Type Test Cert. as per latest (amended upto date) carried out from Lab accredited by NABL of Govt. of India such as CPRI, ERDA,ERTL, etc. shall be submitted along
2	Quality assurance plan	Technical Section	A.C.S.R. Weasel 0.03	Quality assurance plan as per cl. No. 12, Quality Assurance Plan of technical specification.
3	Annexure-E	Technical Section	A.C.S.R. Weasel 0.03	Annexure-E-Consent for supplying the material as per MSEDCL Standard Technical Specifications and Standard GTP.
4	Annexure-E	Technical Section	AAAC 100 SQMM COND	Annexure-E-Consent for supplying the material as per MSEDCL Standard Technical Specifications and Standard GTP.
5	Qualifying Requirement-3	Technical Section	AAAC 100 SQMM COND	The Valid Type Test Cert. as per latest (amended upto date) carried out from Lab accredited by NABL of Govt. of India such as CPRI, ERDA,ERTL, etc. shall be submitted along
6	Quality assurance plan	Technical Section	AAAC 100 SQMM COND	Quality assurance plan as per cl. No. 12, Quality Assurance Plan of technical specification.
7	Quality assurance plan	Technical Section	AAAC 34 SQMM COND	Quality assurance plan as per cl. No. 12, Quality Assurance Plan of technical specification.
8	Annexure-E	Technical Section	AAAC 34 SQMM COND	Annexure-E-Consent for supplying the material as per MSEDCL Standard Technical Specifications and Standard GTP.
9	Qualifying Requirement-3	Technical Section	AAAC 34 SQMM COND	The Valid Type Test Cert. as per latest (amended upto date) carried out from Lab accredited by NABL of Govt. of India such as CPRI, ERDA,ERTL, etc. shall be submitted along
10	Qualifying Requirement-3	Technical Section	AAAC 55 SQMM COND	The Valid Type Test Cert. as per latest (amended upto date) carried out from Lab accredited by NABL of Govt. of India such as CPRI, ERDA,ERTL, etc. shall be submitted along
11	Quality assurance plan	Technical Section	AAAC 55 SQMM COND	Quality assurance plan as per cl. No. 12, Quality Assurance Plan of technical specification.
12	Annexure-E	Technical Section	AAAC 55 SQMM COND	Annexure-E-Consent for supplying the material as per MSEDCL Standard Technical Specifications and Standard GTP.
13	EMD	Commercial Section		EMD Payment/ Exemption details: Copy of Money Receipt/D.D. / BG for EMD paid or Copy of MSC/ NSIC Certificate for EMD Exemption.
14	Format-7	Commercial Section		List of orders in hand certified by Chartered Accountant
15	Format-5	Commercial Section		FORMAT-5: Certificate For No Deviation
16	Format-3	Commercial Section		Certificate from Charted Accountant for not having controlling stake in more than one entity as per clause no VIII(B) in format of Format-3

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
17	Format-2	Commercial Section		Undertaking certifying that Bidder have not approached any one for undue influence as per Format-2
18	Format-1	Commercial Section		Quantity & Delivery Schedule
19	Annexure-I	Commercial Section		Certificate regarding not been debarred by any Ministry of GoI / GoM / state owned electricity distribution Utility & not been guilty of malpractices during the last 5 years.
20	Manufacturing capacity	Commercial Section		Documentary evidence (for e.g. MSE/NSIC Certificate etc) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand
21	Qualifying Requirement-6	Commercial Section		QR-6: ISO certification for quality management system & environmental management system
22	Qualifying Requirement-5	Commercial Section		QR-5: List of in house manufacturing and testing facilities.
23	Qualifying Requirement-4	Commercial Section		QR-4: FORMAT-4:Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant for preceding three financial years
24	Qualifying Requirement-1	Commercial Section		QR-1: Valid BIS License as per clause no XIV.
25	Qualifying Requirement-2	Commercial Section		QR-2: Format-6 for Experience along with copies of orders executed and order completion certificate of the utility for offered item for preceding three financial years.