

Tender Details		04-05-2023 05:07:26
Tender Code	MMD/T-LTM-07/0523	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Supply of Xerox Papers in Original Mill Pack A4 Size, 75GSM, TNPL Make	
Estimated Cost (In Lakhs)	40.15	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	24	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	Vivek B Kothare , 8828821082 ,cemmcsedcl@gmail.com	
Pre-Qualifying Req	<p>Please Refer Cl.No.II of Section-I of Tender Documents for Detailed Q.R.</p> <ol style="list-style-type: none"> <li>Turnover: The minimum average annual turnover of last three financial years [i.e. FY 2019-20, 2020-21 &amp; 2021-22 OR 2020-21, 2021-22 &amp; 2022-23] 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.</li> <li>Experience: Bidder should have the experience in supply of Xerox Paper for last three financial years [i.e. FY 2019-20, 2020-21 &amp; 2021-22 OR 2020-21, 2021-22 &amp; 2022-23] to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking and should have executed single order of 30% of tender quantity for offered item during last three financial years OR two orders each of 15% of tender quantity for offered item during last three financial years OR three orders each of 10% of tender quantity for offered item during last three financial years. The bidder should submit the order completion certificate of the utility for offered item only.</li> <li>Undertaking from Manufacturer Paper Mill: The bidder shall submit the undertaking from manufacturer or authorized dealer of Xerox paper in the Format-'L' attached herewith, that they shall supply Xerox papers after placement of order as per tender specification from the quoted make of paper mill. In case of submission of consent from authorized Dealership, Dealer is required to submit certificate received from Original Manufacturer for</li> </ol>	

	authorized dealership. 4. Offered Quantity: For each of the items quoted, tenderer shall offer 100% of the advertised quantity.
Budget Type	Revenue
Scheme Code	NA
Scheme Name	NA
Department	Material Management Cell
Office Type	HO
Location Type	Corporate Office
Designation	Executive Engineer(Distribution)
Pre-Bid Meeting Address	To be held ONLINE through Video Conferencing. Google Meet Video call link: meet.google.com/tkc-fbas-uvm
Bid Opening Address	Material Management Deptt, First Floor, Prakashgad, Bandra(E), Mumbai - 400 051.
Version No	1
Call for Deviation	YES
Is Annexure C1 Applicable	YES
Is Manufacturer Applicable	YES
Is Trader Applicable	YES
Minimum % of Offered Quantity	100
Is Power Supplier Applicable	NO
Tender Sale Start Date	04-05-2023 18:00
Tender Sale End Date	25-05-2023 14:00
Bid Start Date	04-05-2023 19:00
Bid End Date	25-05-2023 15:00
Pre-Bid Meeting Date	11-05-2023 17:00
Techno-Commercial Bid opening on	25-05-2023 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
Can Bidder Opt EMD Exemption	N



MATERIAL MANAGEMENT DEPTT.  
 MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
 Tender No.MMD/T-LTM-07/0523

**BID NOTICE**

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

**Tender No.** : MMD/T-LTM-07/0523

**Estimated Tender Cost:** Rs. 40.15 Lakh

**Tender Fee** : Rs. 1,180 (Including GST)

The bidder should submit non-refundable Bid Fee of Rs. 1,180 (including GST) paid through online payment only, prior to the dead line for submission of bids as per the procedure led by the MSEDCL.

**Earnest Money Deposit:**

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

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

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	On dtd. 04/05/2023
Date and time of Pre bid meeting	On dtd. 11/05/2023 at 17:00 Hrs. Google Meet Video call link: <a href="https://meet.google.com/tkc-fbas-uvm">meet.google.com/tkc-fbas-uvm</a>
Closing Sale of Bid Document	On dtd. 25/05/2023 upto 14:00 Hrs.
Date and time of submission of Bids	On dtd. 25/05/2023 upto 15:00 Hrs.
Date and time of Bid Opening	On dtd. 25/05/2023 at 15:30 Hrs.

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR  
Supply of Xerox Papers

Tender No: MMD/T-LTM-07/0523



**OFFICE OF THE CHIEF ENGINEER,  
Maharashtra State Electricity Distribution Co. Ltd.  
Materials Management Deptt.,  
Plot No. G-9, "Prakashgad" First floor, Prof. A.K. Marg,  
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**SECTION-I**

**INVITATION TO TENDER AND INSTRUCTION TO BIDDERS**

**TENDER FORM (NOT TRANSFERABLE)**

**(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)**

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

The bidder is requested to quote his lowest rates F.O.R. destination for the supply of materials. The tender documents duly filled-in and digitally signed are to be submitted online before due time & date of the submission of tender in prescribed form.

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

FOR CHIEF ENGINEER (M.M. DEPTT.)



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

The scope of work under this tender is for supply of Xerox Papers as specified in Annexure-'D' and to be delivered at the office of MM Deptt, MSEDCL, Prakashgad, Bandra (E), Mumbai - 400 051.

Sr. No.	Item Code	Item Description	Tender Quantity [1Ream=500sheet]	Estimated cost of Tender
1.	53600101909	Xerox Papers in Original Mill Pack A4 Size, 75GSM, TNPL Make	14,400 Ream	Rs. 40.15 Lakh

The Actual Quantity that will be procured may vary depending upon the requirement. The Quantity mentioned as above can undergo change. However, the Minimum Assured Quantity for procurement shall be 50% of the total tendered quantity as mentioned above.

**II Qualifying Requirements:****1. Turnover:**

The minimum average annual turnover of last three financial years [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23] 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.

**2. Experience:**

Bidder should have the experience in supply of Xerox Paper for last three financial years [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23] to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking and should have executed single order of 30% of tender quantity for offered item during last three financial years OR two orders each of 15% of tender quantity for offered item during last three financial years OR three orders each of 10% of tender quantity for offered item during last three financial years. The bidder should submit the order completion certificate of the utility for offered item only.

**3. Undertaking from Manufacturer Paper Mill:**

The bidder shall submit the undertaking from manufacturer or authorized dealer of Xerox paper in the Format-'L' attached herewith, that they shall supply Xerox papers after placement of order as per tender specification from the quoted make of paper mill. In case of submission of consent from authorized Dealership, Dealer is required to submit certificate received from Original Manufacturer for authorized dealership.

**4. Offered Quantity:**

For each of the items quoted, tenderer shall offer 100% of the advertised quantity.

**5. Following Documents should be submitted by the bidder along with the bid:**

- Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant with valid UDIN number for preceding three financial years.
- Copies of orders executed by the bidder, and the Certificate from the purchaser with regards to successful execution of the order for preceding three financial years.
- Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23]
- List of orders in hand.

Certificate from Chartered Accountant for not having controlling stake in more than one entity as per clause no VIII(B).

**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) Bidder has to offer full tender quantity. Offer with partial quantity will not be accepted.

**IV TAXES:**

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

**V BASIS OF PRICES:**

The bidder shall quote the prices on firm price basis. For any deviation in this regard, the offer shall be summarily rejected.

**VI TESTING OF SAMPLES:**

The submitted samples by the bidder shall be tested by MSEDCL as per technical specifications brought out in Annexure-'D'. The results of testing of sample by MSEDCL shall not be disputed and shall be binding on the bidder. Offers will be considered for bidders whose sample passes in the technical scrutiny of samples carried out by MSEDCL.

**VII DELIVERY:**

- (i) The maximum per month quantity to be supplied is 600 Reams. Demand shall be issued as per requirement of MSEDCL. Total two no. of Demands [i.e. Dispatch

Instructions] shall be issued for the period of twelve months. The delivery period shall start from the date of Demand.

Material is to be delivered to the stationery Godown, MSEDCL, Prakashgad, 1st floor, Station Road, Bandra (E), Mumbai-51. An advance intimation of three days should be given by the supplier before delivery of material to Executive Engineer [LTM], MSEDCL, Prakashgad, 1st Floor, Bandra [East] Mumbai-51.

(ii) Poor Performance:

If the participating firm/ supplier delays the supply beyond 3 (three) months of their schedule for immediate earlier two consecutive orders for the similar item then, although the liquidated damages for delayed supply are applicable as per tender condition, the firm may not be considered for placement of order against the subject tender.

**VIII OFFERING THE MATERIAL:**

- (A) The bidder may offer the material as per MSEDCL standard technical specifications as per Annexure-'D'.
- (B) The person / entity should not have controlling stake in more than one entity applied for the tender / bid. **Necessary certificate duly certified by Chartered Accountant to this effect shall be submitted along with the tender documents** with valid UDIN number.
- (C) Vendor address, from which the bidder intends to supply the material against the tender, shall be as indicated in the latest approved on line vendor registration form on e-tendering through which the vendor is submitting the offer.
- (D) The bidder shall offer the rates, taxes as applicable for the factory location indicated in his latest approved on line vendor registration form on e-tendering through which the vendor is submitting his offer.

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

**IX QUOTATION:**

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

**XI AMBIGUITY IN QUOTATION:**

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

**XII FILLING IN OF ANNEXURE:**

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

**XIII ADDITIONS/ALTERATIONS PROHIBITED:**

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

**XIV B.I.S. LICENCE :**

Not Applicable.

**XV MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:**

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

**XVI SUBMISSION OF DRAWING & BILL OF MATERIAL:**

Not Applicable.

**XVII NAME OF AUTHORIZED REPRESENTATIVE:**

The digital certificate shall be in the name of person authorized by the firm. In case, the digital certificate is compromised or the person holding the digital certificate is no longer authorized to digitally sign the tender, it is the responsibility of the bidder to revoke this certificate and obtain the fresh certificate. While submitting the bids online only valid digital certificate shall be used. The vendors are requested to check the validity of digital signature and prior to the expiry date & they are requested to get their Digital signature key validated before expiry of the same. MSEDCL shall not be responsible for Non-submission of any of the Bids (Techno Commercial Bid, Deviation Bid, Price Bid, Annexure - C-1) by vendors due to expired/Invalid Digital signature.

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

In case the bidder authorizes the representative to deal on behalf of the bidder, the name and address of such person should be informed to the purchaser. The bidder shall submit the power

of Attorney in favour of representative duly executed before the Notary. In the absence of the Power of Attorney, the purchaser shall not deal with the representative.

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

The bidder registered with Directorate of Industries of Government of Maharashtra for manufacturing the items tendered / offered and those who have attached valid certificate at the time of vendor registration shall be considered for concessions applicable and procurement of reserved items as per GoM G.R. dtd. 30-10-2015 amended up to date. These benefits shall be available only to those items approved during the registration process and subsequent updates in registration up to the submission of this tender.

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

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

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

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

- 1) If the lowest acceptable rate received against the tender is from a bidder outside Maharashtra, then they shall be considered for order up to 50% of Purchaser's requirement and if industrial units located in Maharashtra are agreeable to accept order at such lowest acceptable rate, such industrial unit in Maharashtra shall be considered for order up to 50% of Purchaser's requirement by matching their rates with lowest acceptable unit rates exclusive of IGST/(CGST+SGST).

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

Further, it is to note if the bidder registered outside Maharashtra submitted offer and given address of Maharashtra will be considered as bidder from Maharashtra only if offered the rate with (CGST+SGST). For the manufacturer to be Maharashtra based, the manufacturer must be OEM in Maharashtra, have BIS Licence, BEE Certification & Type Test Reports of Maharashtra unit along with GST No. of Maharashtra. If this condition is not met, then the bidder shall be treated as Outside Maharashtra.

- 2) The bidders who are not eligible under the above clauses can also give their confirmation to accept order at the lowest acceptable rate received against the tender. They

could be considered for this entitlement only after allocating quantities of Maharashtra State Industrial units as per the provisions stated at (1) above, in the order of merit as per price ranking for the balance quantity remained to be procured. The Maharashtra State Industrial units who are not eligible for the purchase preference as above could also be considered for this preference under this clause in the order of merit of their prices. Other bidders shall be considered for the order by matching their rates with the rate of lowest acceptable bidder after allocating reasonable quantities first to the industrial units of Maharashtra eligible under Clause 1(a) and 1(b) of Annexure 'C-1'.

The lowest acceptable rate is known only on the date of decision by the Competent Authority, hence the lowest acceptable rates of the tender cannot be declared in advance, however lowest acceptable rate of the tender would be equal to or more than the lowest rate received in the tender.

The confirmation for acceptance of the order at the lowest acceptable rate indicated as above shall be given in the format as per Annexure 'C-1' of the tender documents. The same should be submitted online on or before the due time and date of submission of Annexure 'C-1'. The confirmation shall be opened online on due time and date of opening of Annexure 'C-1'. Schedule for submission and opening of Annexure 'C-1' shall be communicated separately by e-mail and on the website. Though confirmation in Annexure 'C-1' as above is called from all the qualified bidders, the bidders, who quoted rates within the range of 5% in comparison with the lowest acceptable rates, shall only be considered and their Annexure 'C-1' will be opened on the date and time intimated subsequently in the presence of bidders who chose to be present. Provided, however, that the Annexure 'C-1' of the bidders, who have quoted above the range of 5% in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid bidders within the range of 5% are unable to fulfill the quantity requirement. In that case also, the date of opening of Annexure 'C-1' will be intimated to the bidders

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

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

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

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

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

**Regular Order:** Minimum 40% of tendered quantity.

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

Wherein

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

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

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

**Matching offers & Quantity allocation:**

- (a) MSEDCL reserves the right to call matching offers after opening of price bid.
- (b) Quantity allocation will be at sole discretion of the MSEDCL.

**XIX EARNEST MONEY DEPOSIT (EMD):**

The bidder should pay the Earnest Money @ 0.50% (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. Reference to the Tender no. should be given in case the EMD is paid by Demand Draft before due date of tender and the relevant deposit amount mentioned in the tender . Interest shall not be allowed on EMD. EMD shall be forfeited (i) in case the bidder withdraws the tender / offer during the validity period (ii) in case the bidder fails to pay the security deposit if the contract is awarded.

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

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

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

Exempted bidders should upload a latest valid certificate issued by any approved body of 'Ministry of Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or (UDYAM Certificate) 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 supportingthesame exceptthePrice Bid.

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

(ii) Price Bid (Part-II):

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

**(b) Offline Submission:**

**Submission of Sample of Tendered Item:**

To assess the performance and acceptability of the offer, it is essential that at least 1 Ream of original mill pack have to be submitted along with the offer for testing by MSEDCL. The sample of the paper has to be submitted indicating Tender No./Make/Size/GSM. etc.

**METHOD OF SUBMISSION OF SAMPLE AND THEIR OPENING:**

This envelope shall be individually sealed and shall be super scribed 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.

Format-'L' is required to be submitted for the offered make of Xerox Paper. Failing to submission of sample or Format-'L' from the original manufacturer, offer of the bidder is liable for rejection.

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.

**XXIV DISREGARD OF TENDER CONDITIONS:**

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



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

**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.

**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 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 Acceptance of Tender, to be sent by registered post or given by hand, to the successful bidder by the Purchaser. It could also be made by e-mail or by Fax to be confirmed in writing by registered post to the successful bidder by the Purchaser.

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

**XXIX EARNEST MONEY OF UNSUCCESSFUL BIDDER:**

Earnest money deposit shall be returned to the unsuccessful bidder by RTGS within 7 (seven) working days after the tender has been decided and on submission of receipt of E.M.D. payment to the G.M. (F&A-SB), MSEDCL, Prakashgad, Prof. A.K. Marg, Bandra (East), Mumbai - 400051. Earnest money deposit in the form of BG will be returned to the unsuccessful bidder within 7 (seven) working days 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.
- 4) 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.

The bidder is advised to visit the Site and study the bid document thoroughly, and is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the pre-bid meeting.

Minutes of the meetings, including the text of the questions raised and the responses given will be transmitted without delay to all the prospective bidders through the website <https://etender.mahadiscom.in/eatApp/>. Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.

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

**XXXVI CLARIFICATION ON DEVIATIONS:**

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

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

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

**CERTIFICATE:**

I/We agree to supply the materials at the rates herein tendered by me / us subject to the conditions of tender and supply in Annexure ‘A’ of this tender which I/We have carefully read and which I/we have thoroughly understood and to which I/we agree. I/we hereby agree to keep this offer open up to the date mentioned in tender details and shall be bound by communication of acceptance dispatched within the validity period.

Seal & Signature of bidder

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(SECTION II)  
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**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 30 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.

**3) MATERIAL AND COMPONENTS:**

Not Applicable.

**4) RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:**

Not Applicable.

**5) INSPECTION:**

Inspection of Xerox papers will be carried out by inspection officer of MM Deptt as & when required. Further, random sample will be selected from supplied material of any lot & will be tested by MM Deptt as & when required. However, there will not be any effect on the delivery period due to the inspection.

**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. The supplier shall dispatch the material as per the dispatch instruction in accordance with A/T.
- ii) The Purchaser reserves its right to change the delivery schedule of the contract either by reducing the monthly lot up to 60% of the agreed lot or by increasing the same up to 120% of the agreed lot with prior two months' notice and the Purchaser shall not be liable to pay any compensation/damages on account of such change in delivery schedule.
- iii) The Purchaser reserves its right to defer the balance supply to be received against the order by giving two months' notice for a maximum period of 6 months. In such an event, the delivery period for the deferred material shall be deemed to be extended proportionate to the period of deferment and the Purchaser shall not be liable to pay any compensation / damages on account of such deferment of deliveries.

**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 shall be arranged by the consignee.

**9) DESPATCH INTIMATION:**

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

**10) BILL OF MATERIALS:**

Not Applicable.

**11) PACKING LIST:**

Not Applicable.

**12) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:**

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

**13) REPLACEMENT OF REJECTED MATERIALS:**

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

In case the stores / materials are found not in accordance with the prescribed specifications and / or the approved sample, the same will be rejected and the supplier shall replace the rejected stores / materials free of cost within one month from the date of intimation. 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) MATERIAL DESPATCHED AND PROGRAMME:**

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

**MONTHLY STATEMENT:**

I. Name of Supplier:

II. Reporting Month:

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

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

**15) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:**

Bill prepared in the name of General Manager (F&A-SB), M.S.E.D.C.L, Prakashgad, Station Road, Bandra (East), Mumbai -51, should be submitted in triplicate by supplier to the E.E.[LTM], MMD, MSEDCL. On receipt of the material E.E.[LTM] will release SR Note and forward the SR Note along with the original and duplicate copy of the suppliers bills duly certified to the G.M.[F&A-SB], MSEDCL for arranging payment under intimation to the supplier. Relevant reference to the invoices/challans and any correspondence (with whomsoever) in respect of this order, should invariably be quoted failing which the payment is likely to be delayed. Further, the store in charge shall ensure the receipt of original & scan copies of following documents:

- a) Tax invoice.
- b) Delivery challan.
- c) E-way bill receipt.
- d) Dispatch document (RR/LR).

On confirmation & validity of above documents, store in charge will generate 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.

**16) PAYMENT OF BILLS:**

**(i) Terms of payment:**

- a. The Bidder shall be paid 100% payment within 60 days from the date of receipt of monthly lot quantity in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.

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- b. However, in respect of Micro, Small and Medium Enterprises 100% payment shall be paid within 45 days from the date of receipt of monthly lot quantity in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
  - c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within stipulated time. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
  - d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 along with bills in triplicate to facilitate payment with a copy to the Chief Engineer of respective Zone.
    - (i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.
    - (ii) E Way Bill
    - (iii) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.

The supplier shall forward the original R.R. / L.R. direct to the consignee along with relevant documents. The original bill shall be forwarded to The G.M. (F&A-SB), MSEDCL, Prakashgad, Bandra (E) and marked ORIGINAL. The bill should indicate the GST registration no. and date held by him under the GST Law. The Purchaser shall not be responsible for delay in payment of bills if the supplier fails to comply with any of the above requirements.

Supplier's copy of S.R. Note will be forwarded by the consignees through their respective Common Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the respective Common Stores to G.M. (F&A-SB) for payment.

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

Monthly lot quantity when delivered in installments, the date of delivery and due date of payment will be counted after the receipt of the entire quantity for that month.

Any amount more than Rs. One Lakh will be transferred to the bank Account of the supplier electronically. For this RTGS (Real Time Gross Settlement) provision, following information is to be furnished by the bidder in the required documents of the online offer.

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

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6. Company's email ID
  7. Contact Name & Telephone No.

**17) TAXES:**

- (A) Notwithstanding the fact that contract price is inclusive of GST:
  - (i) GST shall be paid at actual on the basis of due date of delivery or actual date of supply whichever is lower against documentary evidence.
  - (ii) Variation in GST on bought out items shall not be entertained.
- (B) Structural changes in and due to 'Input Tax Credit' Scheme: -
  - (i) In the event of any structural change occurred in the Input Tax Credit Scheme after the date of submission of the tender till the currency of the contract, the benefit out of such change shall be passed on to the purchaser.
  - (ii) In the event of 'Input Tax Credit' being extended by the GST Law which were otherwise ineligible for claiming Input tax credit thereof, the seller should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing such details and computation within such time as may be agreed between both the parties i.e. Supplier & MSEDCL.

**18) 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.

**19) GUARANTEE:**

Material offered shall be guaranteed for a period 6 months from the date of delivery of last consignment of the order.

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

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



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

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

## **20) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:**

- (i) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged / rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards handling, demurrage / wharfage / undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.
- (ii) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to pay ground rent @ 0.1% (Plus GST as may be applicable) per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.
- (iii) The Purchaser will give 7 days' notice for lifting of rejected material and if not lifted, will be also free to Scrap / dispose of such material, after the period of said 37 days, by Public auction/Tender notice/Destruction as may be deemed fit and storage charges @ 0.1 % (Plus GST as may be applicable) per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the sale amount/physical removal of the material besides the actual expenses incurred as referred to at (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.

## **21) 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.

**22) ORDER PLACED ON TIME PREFERENCE BASIS :**

Not Applicable.

**23) FORCE MAJEURE CLAUSE:**

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

**24) ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER :**

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

However other stipulations of clause No. 23 of Section-II i.e. Annexure-A will remain unchanged.

**25) PERFORMANCE OF CONTRACT:**

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the

stores, subject to the provision and stipulation made in condition No. 21 as stated above i.e. Liquidated damages for late delivery.

**26) SECURITY DEPOSIT:**

- (i) The supplier shall pay the security deposit within 15 days @ 3% of the value of the order.
- (ii) SD applicable will be 2% of the order value for all Government and semi Government Institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
- (iii) Units registered with Directorate of Industries, District Industries Center & Central stores Purchase Organisation, Mumbai and Micro and Small Enterprises registered with N.S.I.C. and Micro Small and Medium Enterprises Development Institute (MSMEDI) shall be exempted from payment of SD for value of order up to Rs. 25,000/- and if the value of order is above Rs. 25,000/-, then SD @ 3% or Rs. 10,000/- whichever is lower will be payable against the contract excluding first amount of Rs. 25,000/-

Benefits mentioned in (ii) & (iii) above shall be available only to those items approved during registration process and subsequent updates thereof till date of submission of this tender.

- (iv) Failure to make payment of SD within 15 days as above will be viewed seriously and the contract awarded shall be liable to be terminated at the risk and cost of the supplier and the supplier shall be solely responsible for the consequences arising out of such termination.
- (v) The amount of SD shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment.
- (vi) No interest / compensation shall be paid to contractor for retaining the SD after the end of said period.
- (vii) The security deposit shall be paid in favour of Purchaser by way of:
  - (a) Demand Draft on any Nationalized / scheduled bank in Mumbai or
  - (b) When the amount exceeds Rs. 10,000/-, Security deposit shall be paid by bank guarantee in the standard form of purchaser from any Nationalized/ scheduled bank valid for 90 (ninety) days from the date of expiry of the guarantee period of last consignment of materials as specified in guarantee clause given in conditions of Tender and supply.
- (viii) This security deposit in DD or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on:
  - (a) his failure to execute this order or
  - (b) any other contract and
  - (c) in the event of non fulfillment of the terms and conditions of the contract.
  - (d) Non completion of guarantee period of the supplied equipments /material.

**27) 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.

**28) SETTLEMENT OF DISPUTE:**

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

**29) 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.

**30) 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.

Notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract, purchaser reserves right to recover damages against risk purchase or 10% value of non-supplied material plus applicable taxes, if any whichever is higher.

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

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

**31) DEBAR OF MANUFACTURER FROM PARTICIPATION IN TENDERS OF MSEDCL:**

The Policy & Procedure for Debarring of Agency from Business Dealings with MSEDCL is provided on MSEDCL website link (<https://www.mahadiscom.in/supplier/wp-content/uploads/2018/06/Final-Booklet-Single-Page.pdf>) and forms the parts of tender document. In case of failure on part of successful Bidder at any stage of tendering and execution, the Bidder may be debarred as per MSEDCL debar policy.

**32) 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.

**33) SPECIAL TERMS & CONDITIONS: Not Applicable**

**ANNEXURE 'C-I'**

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

**APPLICABLE FOR INDUSTRIAL UNITS FROM MAHARASHTRA ONLY**

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

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

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

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

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

Note:-

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

-----  
**Annexure- I**

**DECLARATION FOR DEBAR UNDERTAKING**

(On supplier's Letter Head)

I, ..... certify that,

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

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

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

**ANNEXURE – M****BANK GUARANTEE FORMAT****EARNEST MONEY DEPOSIT BANK GUARANTEE AGAINST TENDER**

B.G. No. &amp; DATE:

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

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

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

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

Place:

Date:

Sign-----

For-----

(Banker's Rubber Seal &amp; 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.

**Format-L**

(Undertaking to be given by the Original Manufacturer/Authorised Dealer of Paper & to be submitted by the bidder along with the offer)

To,  
The Chief Engineer (MM Deptt),  
Maharashtra State Electricity Distribution Co. Ltd.,  
Prakashgad, Bandra (E),  
Mumbai – 400 051.

Dear Sir,

**Sub: Undertaking against Tender MMD/T-LTM-07/0523 for procurement of Xerox Papers.**  
-- Regarding submission of paper samples for Xerox Papers thereof on behalf of bidders.

**A) For Original Paper Mill Manufacturer:**

We, M/s. -----(name of original manufacturer)----- original manufacture of xerox paper undertake that M/s. -----(name of bidder) ----- requested us to allow our make of paper sample to be submitted which is A4 size, 75 GSM paper against subject tender before due date of tender submission. We hereby give our consent for the same. In case placement of order, we agree to supply Xerox Paper as per above tender Specifications to M/s.---(name of bidder) -----

Yours Faithfully,

Seal of Original Manufacturer

(Authorized Signatory)  
For Original Manufacturer

**B) For Authorized Dealer:**

We, M/s. -----(name of authorized dealer)-----authorized dealer of xerox paper undertake that M/s. -----(name of bidder) ----- requested us to allow ----(name of make of paper)-paper sample which is A4 size, 75 GSM paper against subject tender before due date of tender submission. We hereby give our consent for the same. In case placement of order, we agree to supply Xerox Paper as per above tender Specifications to M/s.----(name of bidder) -----.

Yours Faithfully,

Seal of Authorized Dealer

(Authorized Signatory)  
For authorized dealer

[In case of submission of consent from authorized Dealership, Dealer is required to submit certificate received from Original Manufacturer for authorized dealership.]



**List of required documents to be submitted online along with offer**

<b>Sr. No.</b>	<b>Details of required Document</b>	<b>Clause Reference</b>
1.	<b>Turnover Certificate</b> Copy of turnover certificate for last 3 years [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23] duly certified by Chartered Accountant	Cl. No.II (1) of Sec.-I
2.	<b>Certificate of Executed Orders</b> Order & Execution Certificate to fulfill Cl. No.II (2) of Section-I for one/two/three orders during FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23).	Cl. No.II (2) of Sec.-I
3.	<b>Undertaking from Manufacturer Paper Mill</b> The bidder shall submit the Undertaking from original paper Mill Manufacturer/Dealer.	Cl.No.II (3) of Sec-I & Format-'L'
4.	<b>Profit, Loss &amp; Balance Sheet</b> Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23]	Cl. No.II (5) of Sec.-I
5.	<b>GST Registration Certificate</b> Documentary Evidence in respect of registered under the GST Law	Cl.No.IV(i) of Sec.-I
6.	<b>Controlling Stake Undertaking</b> Certificate duly certified by C.E./C.A. that the person/entity does not have controlling stake in more than one entity applied for the Tender/Bid.	Cl.No.VIII(B) of Sec.-I
7.	<b>Undertaking for agent/representative</b> Notarized power of attorney in favor of appointed agent/representative.	Cl.No.XVII of Sec.-I
8.	<b>EMD payment details</b> Copy of Money Receipt/D.D. for paid EMD.	Cl. No.XIX of Sec.-I
9.	<b>Debar undertaking</b> The bidder shall submit the declaration along with the bid that you are not blacklisted/ debarred by any organization for last 5 years.	Cl.No.XXXI of Sec.-I & Annexure-I
10.	<b>Undue Influence undertaking</b> The bidder shall submit the undertaking certifying that you have not approached any one for undue influence.	Cl.No.XXXIII of Sec.-I
11.	<b>Sample submission letter (Technical Section)</b> The bidder shall submit the sample submission letter.	Cl.No.XXI of Sec.-I

### Annexure 'B'(Price Schedule)

Sr.No	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWorks including packaging charges but excluding duties & taxes etc (In Rupees )	Freight Charges Per Unit (In Rupees )	Transit Insurance Charge s Per Unit (In Rupees )	Integrated GST for outside State Transaction on (Ex-Works Price+Freight Charges + Transit Insurance Charges )(In Rupees)	Central GST for within State Transaction on (Ex-Works Price + Freight Charges + Transit Insurance Charges )(In Rupees)	State GST for within State Transaction on (Ex-Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
1	53600101909	XEROX PAPER REAM A-4	REM	14400	48025610								

## Delivery Details

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

First lot of \_\_\_\_ in assorted sizes will be delivered within 1 Months from the date of First Demand. 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: XEROX PAPER REAM A-4 SIZE 75GSM



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

XEROX PAPER REAM A-4 SIZE 75GSM

For

DISTRIBUTION SYSTEM

IN

MSEDCL

**Annexure - 'D'**  
**Specifications of Xerox Paper**

1. A-4 size (210 x 297 mm)
2. 75 GSM
3. 500 sheets in each Ream
4. Original Mill pack of TNPL Make

**5. HSN Code:**

The Tender Item Code and Harmonized System of Nomenclature (HSN) Code for the rate of GST:

Sr. No.	Item Code	Item Details	The Harmonized System of Nomenclature (HSN) Code
1	53600101909	Xerox Paper	4802

Above HSN Code is for reference purpose only. In case of variation of bidder's HSN code, it is requested to submit the bidder's HSN Code with the documentary evidence for the same against the GST section of required documents of tender. It is the responsibility of bidder to mention HSN Code of tendered item and the rate of GST as per GST rule.

XEROX PAPER REAM A-4 SIZE 75GSM

GTP Order Sequence	GTP Parameters	Date Type
1	Whether you agree to supply the material as per MSEDCL's specification?	BOOLEAN

### Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Sample submission letter	Technical Section	XEROX PAPER REAM A-4 SIZE	The bidder shall submit the sample submission letter. [Cl.No.XXI of Sec.-I]
2	Certificate of Executed Orders	Commercial Section		Order & Execution Certificate to fulfill Cl. No.II (2) of Section-I for one/two/three orders during FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23). [Refer Cl. No.II (2) of Sec.-I]
3	Undertaking from Manufacturer Paper Mill	Commercial Section		The bidder shall submit the Undertaking from original paper Mill Manufacturer/Dealer. [Refer Cl.No.II (3) of Sec-I & Format-'L']
4	Profit, Loss & Balance Sheet	Commercial Section		Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23] [Refer Cl. No.II (5) of Sec.-I]
5	GST Registration Certificate	Commercial Section		Documentary Evidence in respect of registered under the GST Law [Refer Cl.No.IV(i) of Sec.-I]
6	Undertaking for agent/representative	Commercial Section		Notarized power of attorney in favor of appointed agent/representative. [Cl.No.XVII of Sec.-I]
7	EMD payment details	Commercial Section		Copy of Money Receipt/D.D. for paid EMD. [Refer Cl. No.XIX of Sec.-I]
8	Debar undertaking	Commercial Section		The bidder shall submit the declaration along with the bid that you are not blacklisted/ debarred by any organization for last 5 years. [Cl.No.XXXI of Sec.-I & Annexure-I]
9	Undue Influence undertaking	Commercial Section		The bidder shall submit the undertaking certifying that you have not approached any one for undue influence. [Refer Cl.No.XXXIII of Sec.-I]
10	Turnover Certificate	Commercial Section		Copy of turnover certificate for last 3 years [i.e. FY 2019-20, 2020-21 & 2021-22 OR 2020-21, 2021-22 & 2022-23] duly certified by Chartered Accountant [Refer Cl. No.II (1) of Sec.-I]
11	Controlling Stake Undertaking	Commercial Section		Certificate duly certified by C.E./C.A. that the person/entity does not have controlling stake in more than one entity applied for the Tender/Bid. [Refer Cl.No.VIII(B) of Sec.-I]