MMD/T-HTM2-06/0823 Maharashtra State Electricity Distibution Co. Ltd.

Estimated Cost (In Lakhs) Basis of prices Tender Validity Delivery Requirement (In Months) Tender on rate contract basis Tender Fee (In INR) GST In INR (@18% on Tender Fee: SAC No. Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	Tender of AAAC 232 mm² conductors sis Dethe , 9773287777 cl@gmail.com document
Type Of Bid Two Bid Description Procurement Estimated Cost (In Lakhs) 2793.92 Basis of prices Firm Price Bate Tender Validity 120 Delivery Requirement (In Months) 3 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 Mr Ramesh D., cemmcmsed Pre-Qualifying Req As per tender Budget Type NA Scheme Code null Scheme Name	of AAAC 232 mm² conductors sis Dethe , 9773287777 cl@gmail.com document
Description Procurement Estimated Cost (In Lakhs) 2793.92 Basis of prices Firm Price Bate Tender Validity 120 Delivery Requirement (In Months) 3 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 Pre-Qualifying Req As per tender Budget Type NA Scheme Code null Scheme Name	Dethe , 9773287777 cl@gmail.com
Estimated Cost (In Lakhs) Basis of prices Tender Validity Delivery Requirement (In Months) Tender on rate contract basis Tender Fee (In INR) GST In INR (@18% on Tender Fee: SAC No. Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	Dethe , 9773287777 cl@gmail.com
Basis of prices Tender Validity Delivery Requirement (In Months) Tender on rate contract basis NO Tender Fee (In INR) GST In INR (@18% on Tender Fee: SAC No. Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	Dethe , 9773287777 cl@gmail.com document
Tender Validity Delivery Requirement (In Months) Tender on rate contract basis NO Tender Fee (In INR) GST In INR (@18% on Tender Fee: SAC No. Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	Dethe , 9773287777 cl@gmail.com document
Delivery Requirement (In Months) Tender on rate contract basis Tender Fee (In INR) GST In INR (@18% on Tender Fee: SAC No. Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	cl@gmail.com document
Tender on rate contract basis 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 Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	cl@gmail.com document
Tender on rate contract basis 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 Pre-Qualifying Req Budget Type NA Scheme Code Scheme Name	cl@gmail.com document
GST In INR (@18% on Tender Fee: SAC No. 4500 Total Tender Fee Amount including GST in INR. 29500 Contact Mr Ramesh D, cemmcmsed Pre-Qualifying Req As per tender Budget Type NA Scheme Code null Scheme Name	cl@gmail.com document
Total Tender Fee Amount including GST in INR. Contact Pre-Qualifying Req Budget Type Scheme Code Scheme Name 29500 Mr Ramesh D ,cemmcmsed As per tender NA null	cl@gmail.com document
Contact Mr Ramesh D ,cemmcmsed Pre-Qualifying Req As per tender Budget Type NA Scheme Code Scheme Name	cl@gmail.com document
Pre-Qualifying Req As per tender Budget Type NA Scheme Code null Scheme Name	cl@gmail.com document
Budget Type NA Scheme Code null Scheme Name	
Scheme Code null Scheme Name	
Scheme Name	
 	
Department Material Mana	agement Cell
Office Type HO	
Location Type Corporate Off	ice
Designation Executive Eng	gineer(Distribution)
Material Mana Plot No. G-9, Marg,	ENGINEER State Electricity Distribution Co. Ltd. agement Department, "Prakashgad" First floor, Prof. A. K. umbai–400051.
Material Mana Plot No. G-9, Marg,	ENGINEER State Electricity Distribution Co. Ltd. agement Department, "Prakashgad" First floor, Prof. A. K. umbai-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 02-08-2023 1	4:00
Tender Sale End Date 09-08-2023 1	2:00
Bid Start Date 02-08-2023 1	4:30
Bid End Date 09-08-2023 1	5:00

MMD/T-HTM2-06/0823				
Pre-Bid Meeting Date	04-08-2023 16:00			
Techno-Commercial Bid opening on	09-08-2023 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 for EMD Exemption	YES			
Is Annexure-E [Consent for MSEDCL Standard Technical Specifications and GTP] Applicable ?	YES			

Procurement of AAAC 232 mm² conductors.



MATERIAL MANAGEMENT DEPARTMENT MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Tender no. MMD/T-HTM2-06/0823

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 AAAC 232 mm² conductors. 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-HTM2-06/0823

Estimated Tender Cost: Rs. 2793.92 Lakhs. (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 of @ 0.5 % (Half Percent) value of the offered quantity of tender in the form of Demand Draft/ 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 etendering) 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	02/08/2023		
End Sale of Bid Document	09/08/2023		
Date and time of submission of Bids	09/08/2023 upto 15:00 hrs		
Date and time of Bid Opening	09/08/2023 at 15:30 hrs		
Date and time of Pre bid meeting	04/08/2023 at 16:00 hrs		
	Online Pre-Bid meeting link:		
	meet.google.com/bzm-pcsf-imb		

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- cemmcmsedcl@mahadiscom.in/cemmcmsedcl@gmail.com

Procurement of AAAC 232 mm² conductors.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR

Procurement of AAAC 232 mm² conductors

Tender no: MMD/T-HTM2-06/0823



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

${\it Procurement of AAAC\,232~mm^2\,conductors.}$

Table of Contents

E	BID	NOTICE	1
SEG	CTI	ON-I: INVITATION TO TENDER AND INSTRUCTION TO BIDDERS	6
INS	STR	UCTIONS TO THE BIDDERS	7
I		SCOPE OF WORK:	7
ı	l.	QUALIFYING REQUIREMENTS:	7
ı	II.	PRICES:	7
I	V.	TAXES:	7
١	/ .	BASIS OF PRICES:	8
١	/ I.	PRICE VARIATION:	8
١	/II.	DELIVERY:	8
١	/III.	OFFERING THE MATERIAL:	9
I	Χ.	CONFLICT OF INTEREST:	9
>	⟨.	QUOTATION:	9
>	KI.	AMBIGUITY IN QUOTATION:	9
>	KII.	FILLING IN OF ANNEXURE:	10
>	KIII.	ADDITIONS/ALTERATIONS PROHIBITED:	10
>	ίV.	B.I.S. LICENCE:	10
>	۲V.	MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:	10
>	۷۱.	SUBMISSION OF DRAWING & BILL OF MATERIAL:	10
>	(VII	. NAME OF AUTHORIZED REPRESENTATIVE:	11
>	(VIII	I. (A) OFFER OF MICRO & SMALL ENTERPRISES AND OTHER UNITS:	11
		PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING	
		H LOWEST ACCEPTABLE BIDDER	
		MATCHING OF RATES:	
(D) (QUANTITY ALLOCATION:	
>	⟨IΧ.	EARNEST MONEY DEPOSIT (EMD):	13
>	<Χ.	SIGNING OF THE TENDER DOCUMENTS:	
>	ΚΧI.	SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:	14
>	XII.	. TIMELY SUBMISSION OF OFFER:	15
>	ΚΧII	I. PURCHASERS RIGHT:	15
>	ΚΧIV	/. DISREGARD OF TENDER CONDITIONS:	15
>	ΚXV	. PROHIBITION FOR POST TENDER CORRESPONDENCE:	16
>	ΚXV	I. RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY:	16
>	ΚΧV	II. ACCEPTANCE OF TENDER:	16
>	ΚΧV	III. NOTIFICATION OF AWARD:	16
>	ΚΧΙΧ	C. EARNEST MONEY OF UNSUCCESSFUL BIDDER:	16
>	XXX	. VALIDITY OF OFFERS:	16

${\it Procurement of AAAC\,232~mm^2\,conductors.}$

	XXXI	. DECLARATION FROM BIDDER:	16
	XXXI	I. CORRUPT OR FRAUDULENT PRACTICES:	17
	XXXI	II. INFLUENCE:	17
	XXXI	V. TENDER FEES EXEMPTION:	17
	XXX	/. PRE-BID MEETING:	18
	XXX	/I. CLARIFICATION ON DEVIATIONS:	18
	CERT	TIFICATE:	18
(5	SECTI	ON II) : ANNEXURE 'A' :CONDITIONS OF TENDER AND SUPPLY	19
	1)	EFFECTOF CONTRACT:	19
	2)	QUALITY OF SUPPLIES:	19
	3)	MATERIAL AND COMPONENTS:	19
	4)	(A) ACCEPTANCE OF SUPPLIES / INSPECTION:	19
	5)	RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:	21
	6)	RIGHT TO REVISE DESPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES:	21
	7)	WAGON LOADS / TRUCK LOADS:	21
	8)	ROAD TRANSPORT:	21
	9)	DESPATCH INTIMATION:	22
	10)	BILL OF MATERIALS: (WHEREVER APPLICABLE)	22
	11)	PACKING LIST:	22
	12)	REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:	22
	13)	REPLACEMENT OF REJECTED MATERIALS:	22
	14)	TOLERANCE IN QUANTITY TO BE SUPPLIED:	23
	15)	MATERIAL DESPATCHED AND PROGRAMME:	23
	16)	MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:	24
	17)	PAYMENT OF BILLS:	24
	18)	TAXES:	26
	19)	DEDUCTION:	26
	20)	GUARANTEE:	26
	21)	LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:	27
	22)	LIQUIDATED DAMAGES FOR LATE DELIVERY:	27
	23)	ORDER PLACED ON TIME PREFERENCE BASIS (WHEREVER APPLICABLE):	28
	24)	FORCE MAJEURE CLAUSE:	28
	25)	ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER :	29
	26)	PERFORMANCE OF CONTRACT:	29
	27)	CONTRACT PERFORMANCE DEPOSIT:	29
	28)	POWER OF ATTORNEY:	29
	29)	SETTLEMENT OF DISPUTE:	30
	30)	JURISDICTION:	30

${\it Procurement of AAAC\,232~mm^2\,conductors.}$

31) TERMINATION OF CONTRACT	30
32) DEBAR OF MANUFACTURER FROM PARTICIPATION IN TENDERS OF MSEDCL:	30
33) TAX DEDUCTED AT SOURCE:	31
SECTION-III: SPECIAL TERMS & CONDITIONS AND INSTRUCTIONS TO THE TENDERES	32
(A) SPECIAL TERMS & CONDITIONS:	32
I. QUALIFYING REQUIREMENTS:	32
II. QUANTITY FOR PROCUREMENT :	34
ANNEXURE - "B" : PRICE SCHEDULE	35
ANNEXURE'C-I': CONFIRMATION FOR ACCEPTING ORDER BY MATCHING RATES WITH ACCEPTABLE BIDDER	
ANNEXURE- 'D': TECHNICAL SPECIFICATION	37
ANNEXURE-E: CONSENT FOR SUPPLYING THE MATERIAL AS PER MSEDCL STANDARD TECHNICAL SPECIFICATIONS & STANDARD GTP	38
ANNEXURE-F: DECLARATION NO PENDING LEGAL LITIGATION OF ANY TYPE AGAINST MSEDCL	
ANNEXURE - H : GUARANTEED TECHNICAL PARTICULARS	40
ANNEXURE- I: CERTIFICATE REGARDING NOT BEEN DEBARRED BY ANY MINISTRY OF GO STATE OWNED ELECTRICITY DISTRIBUTION UTILITY & NOT BEEN GUILTY OF MALPRACT DURING THE LAST 5 YEARS.	ICES
ANNEXURE- J : DISPATCH INSTRUCTIONS	42
ANNEXURE- K : LIST OF STORES	43
ANNEXURE-M: BANK GUARANTEE FORMAT: EARNEST MONEY DEPOSIT BANK GUARANT AGAINST TENDER	
ANNEXURE-N: BANK GUARANTEE FORMAT: FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT	45
FORMATS:	48
FORMAT – 1: QUANTITY & DELIVERY SCHEDULE:	48
FORMAT-2: UNDERTAKING FOR NOT APPROACHED ANY ONE FOR UNDUE INFLUENCE	49
FORMAT-3: FORMAT OF CERTIFICATE FROM CHARTERED ACCOUNTANT FOR NOT HAVE CONTROLLING STAKE IN MORE THAN ONE ENTITY APPLIED FOR THE TENDER/BID	50
FORMAT-4: FORMAT OF CERTIFICATE FROM CHARTERED ACCOUNTANT FOR AVERAGE ATURNOVER	
FORMAT-5: FORMAT FOR NO DEVIATION FORM	52
FORMAT-6: FORMAT OF EXPERIENCE	53
FORMAT-7: FORMAT OF LIST OF ORDER IN HAND	54
FORMAT-8: PRE-BID QUERY FORMAT	55
FORMAT-9: FORMAT FOR –READINESS OF MATERIAL FOR INSPECTION	56
FORMAT-10: FORMAT FOR –INSPECTION APPROVAL	58
FORMAT-11: POWER OF ATTORNEY BY BIDDER IN FAVOUR OF AUTHORIZED	
REPRESENTATIVE DULY EXECUTED BEFORE THE	
<u>NOTARY.</u> 60	

Procurement of AAAC 232 mm² conductors.

SECTION-I: INVITATION TO TENDER AND INSTRUCTION TO BIDDERS

TENDER FORM (NOT TRANSFERABLE)

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

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

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

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

FOR CHIEF ENGINEER (M.M.DEPARTMENT)

Procurement of AAAC 232 mm² conductors.

INSTRUCTIONS TO THE BIDDERS

I. SCOPE OF WORK:

The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, packing and supply of material / equipment as specified in Annexure-D (Technical Specifications) & Annexure-B (Price Schedule) at various destination sites / stores centres of the purchaser in Maharashtra.

The actual quantity that will be procured may vary depending upon the site requirement. The quantity advertised against various capacities can undergo change.

The list of various destination sites / stores centres of the purchaser is enclosed as Annexure K.

II. QUALIFYING REQUIREMENTS:

Qualifying requirement will be as per Section-III.

III. PRICES:

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

IV. TAXES:

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

Procurement of AAAC 232 mm² conductors.

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.

VII. DELIVERY:

- (i) Bidder is requested to quote delivery F.O.R. DESTINATION only & only in the unit of the item specified in Annexure 'B' i.e. if the quantity is in sets or in tones or in numbers or in kilometres or in coils, the rate of delivery shall only be in the same unit.
- (ii) It is mandatory on the part of the tenderer to quote the delivery on monthly basis. If the offered delivery is indicated on quarterly basis, then the delivery would be counted proportionately in three equal installments per month for liabilities of the contract including levy of liquidated damages on offered quantity only. If ordered quantity is less than offered quantity, delivery schedule will not be changed on ordered quantity. Delivery Schedule will be fixed as per offered quantity only.
- (iii) Size mix for the purpose of delivery, when delivery is quoted in assorted items, shall be determined by the Purchaser while issuing the A/T or dispatch instructions and will be binding on the bidder. The Purchaser will also have the liberty of modifying the size mix for the purpose of delivery, even after the A/T is issued.
- (iv) Offer shall be rejected if the commencement period and rate of delivery per month is not indicated.
- (v) The scheduled delivery period is 3 months from the letter of award in equated monthly lots as per offered quantity.
- (vi) MSEDCL may issue dispatch instructions as per requirement. The quantity demanded per consignee may be less than or equal to monthly lot specified in contract. Wherever as per demand, if the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity; the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- (vii) MSEDCL may instruct the supplier to withhold entire or part of monthly supply of material for a specified period by giving two months advance instruction.
- (viii) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

Procurement of AAAC 232 mm² conductors.

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

VIII. OFFERING THE MATERIAL:

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

IX. CONFLICT OF INTEREST:

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

- (a) Have controlling shareholders in common; or
- (b) Receive or have received any director in direct subsidy from any of them; or
- (c) Have the same legal representative for purposes of a bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts the 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.

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, F.O.R. condition, GST, basis of price (i.e. firm /

Procurement of AAAC 232 mm² conductors.

variable) or if the blanks are left out in the offer, the item / tender shall be rejected.

XII. FILLING IN OF ANNEXURE:

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

XIII. ADDITIONS/ALTERATIONS PROHIBITED:

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

XIV. B.I.S. LICENCE:

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

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

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

XV. MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

XVI. SUBMISSION OF DRAWING & BILL OF MATERIAL:

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

The bidder shall depute his authorized representative for discussion on the drawings, either immediately on hearing from the Purchaser or after receipt of Letter of Award. The formalities like submission of drawings, bill of material etc. and getting the same approved by the Purchaser shall be completed by the successful bidder within TEN DAYS from the date of Letter of Award of the contract. The approval to drawings complete in all respects mentioned in technical specifications (Annexure-D) will be accorded within SEVEN

Procurement of AAAC 232 mm² conductors.

working days thereafter. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the bidder. The supplies against the contract shall conform to the approved detailed drawings / bill of material and the detailed technical specifications.

XVII. NAME OF AUTHORIZED REPRESENTATIVE:

The digital certificate shall be in the name of person authorized by the firm. In case, the digital certificate is compromised or the person holding the digital certificate is no longer authorized to digitally sign the tender, it is the responsibility of the bidder to revoke this certificate and obtain the fresh certificate. While submitting the bids online only valid digital certificate shall be used. The vendors are requested to check the validity of digital signature and prior to the expiry date & they are requested to get their Digital signature key validated before expiry of the same. MSEDCL shall not be responsible for Nonsubmission 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-1rate 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.

Procurement of AAAC 232 mm² conductors.

(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.

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.

(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'. Item wise and bidder wise schedule for submission and opening of Annexure 'C-1' shall be communicated separately by auto generated e-mail and on the website. MSEDCL reserves the right to call & open the Annexure 'C-1' of limited bidders as per their price ranking and preference to industrial units located in Maharashtra.

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 III (ii) (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:

- 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

Procurement of AAAC 232 mm² conductors.

- 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) In spite of above 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) value of the offered quantity of tender in the form of Demand Draft /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 the due date of the 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 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.

Procurement of AAAC 232 mm² conductors.

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

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

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

XX. SIGNING OF THE TENDER DOCUMENTS:

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

XXI. SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows.

(a) Online Submission:

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

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

(ii) Price Bid (Part-II)

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

(b) Off line Submission:

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

Envelope for this part shall contain documents like Type Test Reports, Drawings, Bill of Material, Catalogues etc. wherever applicable as per technical specification and they shall be scanned and these scanned documents to be taken into PDF format on CD media (2 sets) and are to be submitted to Executive Engineer (HTM2) in the office of Chief Engineer, Material Management Department in sealed envelope on or before due date & time of submission.

METHOD OF SUBMISSION OF PART-III AND THEIR OPENING:

Procurement of AAAC 232 mm² conductors.

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.

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' etc, 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.

Procurement of AAAC 232 mm² conductors.

XXV. PROHIBITION FOR POST TENDER CORRESPONDENCE:

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

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

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

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

XXVII. ACCEPTANCE OF TENDER:

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

XXVIII. NOTIFICATION OF AWARD:

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

XXIX. EARNEST MONEY OF UNSUCCESSFUL BIDDER:

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

XXX. VALIDITY OF OFFERS:

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

XXXI. DECLARATION FROM BIDDER:

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

Procurement of AAAC 232 mm² conductors.

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 behaviour 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 UDYAM 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.

Procurement of AAAC 232 mm² conductors.

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

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

XXXV. PRE-BID MEETING:

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

XXXVI.CLARIFICATION ON DEVIATIONS:

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

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

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

CERTIFICATE:

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

Seal & Signature of bidder

Procurement of AAAC 232 mm² conductors.

(SECTION II): ANNEXURE 'A': CONDITIONS OF TENDER AND SUPPLY

1) EFFECTOF CONTRACT:

The contract shall be considered as having come in to force and shall be in operation for a period of 3 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. https://mip.mahadiscom.in/InspectionPortal/. Inspection calls sent via any other media will not be entertained and the supplier will be responsible for delay in delivery on account of inspection.

On receipt of such intimation, the materials shall be inspected within 10 working days. The materials shall be dispatched only after inspection and approval of same by the Inspector. The inspection approval letter shall be valid for a period of 30 days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof so that material should be reached at the respective consignee within scheduled delivery period.

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

Procurement of AAAC 232 mm² conductors.

For quantity supplied beyond contractual delivery period, statutory variation is applicable only when the delayed delivery is attributed to MSEDCL.

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

(B) RANDOM SAMPLE TESTING:

On receipt of material at Store, Chief Engineer (M.M. Dept.) will select the stores for Random Sample Testing (RST) and the samples of material received at that stores shall be selected by Executive Engineer(Stores) for random sample testing in the presence of stores in-charge, representative of Executive Engineer(Testing) and supplier's representative.

The tests shall be carried out in the presence of the supplier's representative. 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,

Procurement of AAAC 232 mm² conductors.

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

8) ROAD TRANSPORT:

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

Procurement of AAAC 232 mm² conductors.

9) DESPATCH INTIMATION:

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

10) BILL OF MATERIALS: (WHEREVER APPLICABLE)

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

11) PACKING LIST:

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

12) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

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

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

13) REPLACEMENT OF REJECTED MATERIALS:

If, on inspection at the final destination, the Purchaser discovers any loss in the materials supplied or that they are received in damaged condition or that in the opinion of the Purchaser, they are not of the contracted quality or specification, the Purchaser shall be

Procurement of AAAC 232 mm² conductors.

entitled (notwithstanding that the property in the materials shall have passed on to the Purchaser) to refuse to accept or reject the materials altogether and claim damages or cancel the contract and buy its requirements from any of its suppliers stipulating earliest possible delivery and in accordance with its tender system against the supplier and recover the damages if any, from the supplier from any outstanding sums that may be due to the supplier from the Purchaser against this contract or against any of the contract entered into with the supplier, without prejudice to other rights and remedies available to it in law and reserving always to itself the right to forfeit the performance deposit placed by the supplier for the due fulfillment of the contract.

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

14) TOLERANCE IN QUANTITY TO BE SUPPLIED:

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

15) MATERIAL DESPATCHED AND PROGRAMME:

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

MONTHLYSTATEMENT:

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

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

Procurement of AAAC 232 mm² conductors.

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,

Procurement of AAAC 232 mm² conductors.

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) Inspection and Test Certificate approval.
- (iii) E Way Bill
- (iv) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.
- (v) Packing list.
- (vi) Approved Bill of Material.
- (vii) Certificate of having dispatched Operation & Maintenance Manual, copies of Test Certificates and approved drawings / Bill of Material to consignees wherever applicable.

The supplier shall forward the original R.R. / L.R. direct to the consignee along with relevant documents. The original bill shall be forwarded to The G.M. (F&A-SB), 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 and no payment shall be made against the said MRI.

The whole of the first lot as well as monthly lot when delivered in installments, the date of delivery and due date of payment will be counted after the receipt of the entire lot.

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

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

Procurement of AAAC 232 mm² conductors.

7. Contact Name & Telephone No.

18) TAXES:

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

19) DEDUCTION:

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

20) GUARANTEE:

Material offered shall be guaranteed for 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.

Procurement of AAAC 232 mm² conductors.

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:

- (b) 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.
- (c) 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.
- (d) 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 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.

Procurement of AAAC 232 mm² conductors.

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

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

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

In case the Purchaser does not arrange for inspection of material within 10 days from the date of receipt of inspection call in its office wherever applicable, the period of more than 10 days will not be considered for levy of liquidated damages. For computing the period taken for inspection in such cases, the relevant date mentioned in the inspection certificate issued by the inspecting officer would be considered.

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

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

24) FORCE MAJEURE CLAUSE:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented 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.

Procurement of AAAC 232 mm² conductors.

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

During contractual delivery period of supply, the quoted rates shall remain the same, however for same specification of material if the rates will receive lower in another subsequent tender in extended period of contract then it is binding on the supplier to supply the same material at lower rate for balance quantity of material i.e. in case if price bid of next subsequent tender of similar technical specification is opened and FORD rate found lower than the ongoing contracts this FORD rate shall be made applicable for the balance quantity beyond contractual delivery period. Further the purchaser reserves the right to allow the supplier to deliver the quantity or otherwise beyond the contractual delivery period.

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

26) PERFORMANCE OF CONTRACT:

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

27) CONTRACT PERFORMANCE DEPOSIT:

- 27.1 The supplier will have to furnish contract performance deposit as per Annexure N in the form of unconditional & irrevocable BG within 15 days from the date of issue of LoA, as mentioned in Clause 27.2.
- 27.2 The contract performance deposit shall be an amount equal to 5% of the contract value and shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment supplied.
- 27.3 The contract performance deposit shall be refunded within 90 days from the date of expiry of the guarantee period of the equipment supplied. The purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.
- 27.4 The contract performance deposit is intended to secure the performance of the contract for guarantee period of the equipment supplied. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

28) POWER OF ATTORNEY:

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

Procurement of AAAC 232 mm² conductors.

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:

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

Procurement of AAAC 232 mm² conductors.

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.

Procurement of AAAC 232 mm² conductors.

SECTION-III: SPECIAL TERMS & CONDITIONS AND INSTRUCTIONS TO THE TENDERES

(A) SPECIAL TERMS & CONDITIONS:

The Tenderers are requested to take note of the following points in respect of commercial/Technical terms and conditions etc. Further if any of the following clauses is contradicting/deviating from the clauses appearing elsewhere in the tender specification, then the Clauses in the tender specification shall be treated as amended as under only. The offers not complying with this section shall be rejected.

I. QUALIFYING REQUIREMENTS:

Sr. no.	Qualifying Requirements	Supporting Documents to be submitted by the bidder		
(A)	Commercial Requirements			
1	Original Equipment Manufacturer: The bidder shall be an Original Equipment Manufacturer (OEM) and possess valid BIS license as per clause no XIV.	Valid BIS License		
2	Experience: The bidder should have experience in Design, Manufacture, Testing at work and supply of material of subject tender 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. 2020-21, 2021-22 & 2022-23 or 2019-20, 2020-21 & 2021-22) OR two orders each of 15% of tender quantity for offered item during last three financial years (i.e. 2020-21, 2021-22 & 2022-23 or 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. 2020-21, 2021-22 & 2022-23 or 2019-20, 2020-21 & 2021-22). The bidder should submit the order completion certificate of the utility for offered item only.	(a) Copies of orders executed by the bidder and the order completion certificate of the utility for offered item. (b) Format-6: Experience.		
3	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. 2020-21, 2021-22 & 2022-23 or 2019-20, 2020-21 & 2021-22).	a) Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant of last three financial years i,e, Balance Sheet and Profit & Loss a/c of last three		

Procurement of AAAC 232 mm² conductors.

4	ISO certification: The bidder shall have ISO certification for quality management system & environmental management system.	financial years. b) Format-4: Format of certificate from chartered accountant for average annual turnover. a) Valid ISO 9001:2015- for quantity management system. b) Valid ISO 14001:2015- for environmental management		
(B)	Technical Requirements	system.		
1	Type test certificate: For all tendered material, valid Type test certificates as per MSEDCL's technical specifications (Annexure-D) which are carried out within 10 years prior to last date of submission of bid from any Laboratories which are accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) of Govt. of India such as CPRI, ERDA, ERTL, etc. shall be uploaded in the bid. Bids without the Type test certificates shall not be considered for further evaluation.	Type test certificates from any NABL accredited lab such as CPRI, ERDA, ERTL, etc. valid for a period of 10 years prior to last date of submission of bid.		
2	In-house testing facilities: The bidder should have in-house testing facilities for conducting acceptance & routine tests in accordance with the procedures laid down in IS:398(Part-IV) (amended upto date) for AAAC 232 mm² conductors.	List of in house testing facilities.		

Following Documents should be also submitted by the bidder along with the bid.

Commercial Requirements

- (a) Format-1: Quantity & Delivery Schedule.
- (b) Format-2: Undertaking for not approached any one for undue influence.
- (c) Format-3: Certificate from chartered accountant for not have controlling stake. in more than one entity applied for the tender/bid as per clause no VIII (B).
- (d) Format-5: No deviation form.
- (e) Format-7: List of orders in hand certified by Chartered Accountant.
- (f) Documentary evidence (for e.g. Latest UDYAM/NSIC Certificate for Micro, Small & Medium Enterprises, Charted Accountant /Charted Engineer Certificate for

Procurement of AAAC 232 mm² conductors.

- Large Scale Enterprises) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
- (g) Annexure-F: Declaration no pending legal litigation of any type against MSEDCL in any court/Forum.
- (h) Annexure- I: 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.
- (i) Tender Fees & EMD Payment/ Exemption details: Copy of online payment receipt for tender fees & Copy of Money Receipt / D.D. / BG for EMD paid or Copy of latest UDYAM/valid NSIC Certificate for Tender Fees & EMD Exemption.
- (j) Format-11-Power of Attorney (On Non –Judicial Stamp Paper of minimum value of Rs. 200 should be purchased in the name of bidder) in favour of authorized representative duly executed before the Notary.

Technical Requirements

(a) Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.

II. QUANTITY FOR PROCUREMENT:

The quantity for procurement is as below

Item	Item Description	UoM	Quantity	Estimated
No.			Required	Cost with
				GST
				(Rs. Lakhs)
01	AAAC 232 mm² conductors.	Meter	14,16,000	2793.92
	Total		14,16,000	2793.92

Procurement of AAAC 232 mm² conductors.

ANNEXURE - "B" : PRICE SCHEDULE (QUANTITY, PRICE AND DELIVERY PERIOD)

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

Procurement of AAAC 232 mm² conductors.

ANNEXURE'C-I': CONFIRMATION FOR ACCEPTING ORDER BY MATCHING RATES WITH LOWEST ACCEPTABLE BIDDER

[To be submitted later on as per as per Clause XVIII (B) of Instructions]

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 ease your unit is located in Maharashtia 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 (a) In case your unit is located in Maharashtra and the

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

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

Note:-

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

Procurement of AAAC 232 mm² conductors.

ANNEXURE- 'D': TECHNICAL SPECIFICATION

As indicated in E-Tendering Technical Specification

Procurement of AAAC 232 mm² conductors.

ANNEXURE-E: CONSENT FOR SUPPLYING THE MATERIAL AS PER MSEDCL STANDARD TECHNICAL SPECIFICATIONS & STANDARD GTP.

(On bidders' letter head)

I/We,	have understood	and checked	d the tender	documents	for supply of	AAAC 232
mm² conducto	rs and have not foun	d any errors	in them.			

We have submitted price bids for Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors. We hereby declare and confirm that we accept the MSEDCL STANDARD TECHNICAL SPECIFICATIONS & STANDARD GTP and agree to supply the material as per these STANDARD TECHNICAL SPECIFICATIONS & STANDARD GTP if we are awarded the supply order.

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

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

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

Yours faithfully,
Signature & Seal of company,
In the capacity of duly authorized to sign bids for and on behalf of Address:

Procurement of AAAC 232 mm² conductors.

ANNEXURE-F: DECLARATION NO PENDING LEGAL LITIGATION OF ANY TYPE AGAINST MSEDCL IN ANY COURT/FORUM.

(On supplier's Letter Head)

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm ² conductors.
I, certify/ declare that, the business dealings with our firm /
agency i.e. M/s and its sister
concern/Director/Partner/Proprietor have no pending legal litigation of any type
against MSEDCL in any court/Forum against/by M/s 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 and I /We don't have any objection on the same.
I hereby certify that I am duly authorized representative of $M/s.$ whose name appears above my signature.
Authorized representative's Name:
Authorized representative's signature:
Name and address of the Bidder:
Seal & signature of the company
Date:

Procurement of AAAC 232 mm² conductors.

ANNEXURE - H: GUARANTEED TECHNICAL PARTICULARS

As indicated in E-Tendering GTP Parameter

Procurement of AAAC 232 mm² conductors.

ANNEXURE- I: 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.

(On supplier's Letter Head)

	Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm ² conductors.
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.
	reby certify that I am duly authorized representative of M/sse name appears above my signature.
	Authorized representative's Name:
	Authorized representative's signature:
	Name and address of the Bidder:
	Seal & signature of the company
	Date:

Procurement of AAAC 232 $\,\mathrm{mm^2}$ conductors.

ANNEXURE- J : DISPATCH INSTRUCTIONS

(On MSEDCL Letter Head)
BY R. P. A. D. / ORD. POST /E-MAIL
SAP CONTRACT No: ------

	(SAP CONTRACT No: -)				
To,						
M/s						
Email:						
Sub: Su	ipply of against A/T No.	dt				
Ref: Fir	nal Inspection Call letter No dt					
	(I.W. Regn. No)					
Your r	eadiness of material letter no	dtd				
Dear Si With re	ir, eference to the above, you are requested to c	lispatchas	given belo	w:		
Sr. No.	Consigned to	Meant for Circle	Meant Zone	for	Qty. Nos.	i
	r, you are requested to contact concerned S. M Section) before dispatching / unloading t		E.E. (0&M)	Divisi	on / A	dd
This is	issued without prejudice to all other terms a	and conditions of th	ie order.			
		Yours fa	aithfully,			
		Chief Engin	neer (M M I	Dept.)		
Copy f.	w.cs.to: The C.E., MSEDCL,					
Copy to						
The G.I	M. (F & A – SB), MSEDCL, Mumbai.					
The E.I	E. (IW), MSEDCL, Mumbai.					
The E.I	E. (O & M Division), MSEDCL,					
	ldl.E.E. (MM Section), MSEDCL,					

Procurement of AAAC 232 mm² conductors.

ANNEXURE- K: LIST OF STORES

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

Procurement of AAAC 232 mm² conductors.

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

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

Sign-----For-----

Please note that:

Date:

- 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.

Procurement of AAAC 232 mm² conductors.

ANNEXURE-N: BANK GUARANTEE FORMAT: FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT

This deed of Guarantee is made thisday of......day

B.G. No. & Date:

"the Sur favour of compan provision. U40 include have er ELECTR M.S.E.B.	mety" which expression shall where the context so admits include its permitted assign) in of MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION COMPANY LTD. (name of the magnetic property known as M.S.E.B.) being a government company formed as per the cons of the Maharashtra Electricity Reforms Transfer Scheme. 2005 having its registration 2109 MH 2005 SGC 153645 (here in after called the "Creditor" which expression shall its permitted assigns). WHERE AS M/s. (Name of Party) (Postal address as per A/T) intered into a contract to supply (Name of Material) to the MAHARASHTRA STATE RICITY DISTRIBUTUION COMPANY LTD. (Name of the Company formerly known as a contract No
M/s price fo under th	n accordance with terms of the said contract, the creditor has agreed to pay to(Name of Party) the said sum representing the 5 % of the total contract or the Rs/- and WHEREAS M/s (Name of Party)is required the terms of contract to furnish a Bank Guarantee for Rs/- (Rupees:Only) the m representing the 5 %price as given in the said contract.
T guarant	The surety as he requests of M/s (Name of Party) has agreed to give this tee.
NOW TH	HEREFORE THIS DEED WITNESS AS FOLLOWS:
Rs co de	a consideration of the creditor agreeing to make to the debtor at Mumbai the payment of s
	The surety hereby guarantee to the creditor the due performance and observance by the ebtor of the terms and conditions of the contract.
	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.
su or Rs wi th	On account of the non-fulfillment of the contractual obligation by the debtor or in case the arety or contractor do not renew this guarantee bond as herein provided, the surety will in simple demand from the creditor, pay at Mumbai the creditor, the sum of s(Rupeesonly) as indicated under clause -1 above, without demure and eithout the creditor to invoke any legal remedy that may be available to them to compel as surety to pay the same even if the debtor consider such demand of the creditor nijustified.

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 AAAC 232 mm² conductors.

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

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

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

Place:	Signature
Date:	for
	(Banker's Rubber Seal & Code No. of signatory)

Witnessed (2 witness is required from bank only)

1) Name & Address

Signature

Bank employee code number

2) Name & Address

Signature

Bank employee code number

Please Note:

- 1) The Bank Guarantee should be furnished from any Nationalized Bank/ Scheduled Bank along with covering letter of Bank.
- 2) The minimum value of non-judicial stamp paper for this Bank Guarantee is Rs.200/-.

Procurement of AAAC 232 mm² conductors.

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

Procurement of AAAC 232 mm² conductors.

FORMATS:

 $\label{eq:format-1} \textbf{FORMAT-1: QUANTITY \& DELIVERY SCHEDULE:} \\ \text{Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm}^2 \text{ conductors.} \\$

S.	Material	MSEDCL	Offered	Delivery schedule				
N.	Description:	requirement	quantity	Commencement Period	Completion Period (CP)			
		in meters	in	(CM)				
			meters	Offered quantity	Offered quantity in 3 or less months in equated lots.			
				Within 1 month from the 2nd 3rd				
				date of LOA/AT	Month lot quantity	Month lot quantity		
				Lot-1	Lot-2	Lot-3		
1	AAAC 232 mm ² conductors	14,16,000						

(Signature, Name of Authorized Representative & Company Seal)

Procurement of AAAC 232 mm² conductors.

FORMAT-2: UNDERTAKING FOR NOT APPROACHED ANY ONE FOR UNDUE INFLUENCE.

(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors.

TO WHOM SO EVER IT MAY CONCEREN

,	hereby submit the undertaking that our firm or our partners or or oached any one for undue influence against the Tender/Bid.
If it is found that we has summarily rejected.	ave given wrong or misleading information then our offer shall be
Date: Place:	(Signature, Name of Authorized Representative & Company Seal)

Procurement of AAAC 232 mm² conductors.

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-HTM2-06/0823 for supply of AAAC 232 mm² conductors.

TO WHOM	A SO EVER IT MAY CONC	EREN
I hereby certify does not have controlling stake in more the		=
If it is found that they have given we be summarily rejected.	vrong or misleading infor	mation then their offer shall
Date: Place: (Sea	l. Signature & Name of C.A	A.with Regn. No. & UDIN No.)
(bea	, signature a riante or on	and the game to the orbit thou

Procurement of AAAC 232 mm² conductors.

FORMAT-4: FORMAT OF CERTIFICATE FROM CHARTERED ACCOUNTANT FOR AVERAGE ANNUAL TURNOVER

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

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors

TO WHOM SO EVER IT MAY CONCEREN

	10 1110110	,	
We have examined th	ne audited financial	s of M/s, h	aving
its registered office a	ıt	, for the financial years (i.e. 2020-21,	
		2021-22). Based on our examination, we hereby o	-
	-	ancial year mentioned below is in accordance with	th the
audited financial state	ements:		
Financial Year	Assessment	Annual Turnover Amount In Rupees Lakhs.	\neg
i maneiai reai	Year	Timuai Turnovei Timoune in Rupees Bakiis.	
	lour		
	Total. Rs.		
	Figure in words)		
_	l Turnover Of Last		
Thr	ee Financial Years		
This certificate is give	en on the basis of co	opy of audited financial reports for profit/loss acco	unt
and balance sheet.	on on the basis of ec	opy of address imaneral reports for profit, loss deed	unc
Date:			
Place:			
	(Sea	al, Signature & Name of C.A. with Regn. No. & UDIN	No.)
	(50)	an, organization of the first tree in the deciding of the first tree in the deciding of the first tree in the deciding of the first tree in the first tree i	

Procurement of AAAC 232 mm² conductors.

FORMAT-5: FORMAT FOR NO DEVIATION FORM

(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors

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:

Procurement of AAAC 232 mm² conductors.

FORMAT-6: FORMAT OF EXPERIENCE

(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors

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

Sr. No	Financial 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 Km.	Supplied Quantity in Km.
(A)	2019-20								
1									
2									
(B)	2020-21								
1									
2									
	2224 22								
(C)	2021-22								
1									
2									
	2022 22								
(D)	2022-23								
1									
2									
•••									

We have Nos. of orders each of% of tender quantity for offered item AAAC 232 mm^2 conductors during last three financial years (i.e. 2019-20, 2020-21 & 2021-22 or 2018-19, 2019-20 & 2020-21).

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

Date:	
Place:	(Signature, Name of Authorized Representative
	& Company Seal)

Procurement of AAAC 232 mm² conductors.

FORMAT-7: FORMAT OF LIST OF ORDER IN HAND

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

Tender no. MMD/T-HTM2-06/0823 for supply of AAAC 232 mm² conductors.

TO WHOM SO EVER IT MAY CONCEREN

havi here M/s	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.	Item	Purchase	Purchase	Purchase	Order	Supplied	Balance	
no.	Description	name	order no.	date	quantity	quantity	Quantity	
							to be	
							supplied	
Date Place	· -							
			(Seal, S	Signature & N	ame of C.A.w	ith Regn. No	o. & UDIN N	o.)

Procurement of AAAC 232 mm² conductors.

FORMAT-8: PRE-BID QUERY FORMAT

(To be submitted on letter head of the bidder in case of any query after pre-bid meeting)

Tender no. MMD/T-HTM-06/0823 for supply of size of AAAC 232 mm² conductors.

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

Section & Clause

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

Note:

- 1. It is to be noted that Pre-Bid Queries must be sent within *two days* after Pre-Bid meeting in the *above prescribed format only*. Any query sent afterwards shall not be entertained.
- Pre-Bid queries should be sent on cemmcmsedcl@mahadiscom.in/
 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.

Authorized Signatory with seal

Procurement of AAAC 232 mm² conductors.

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]

Re	f. No. Date:	
M.	, e CE (MMD), S.E.D.C.L., Prakashgad, ndra (E),Mumbai - 400051.	
Su	b: Readiness of material for inspection against LOA/AT No dated dated	-
Ag	ainst the LOA/AT cited above, the material as detailed below is hereby offered for inspection	
1.	Brief description of the material Offered for inspection:	
2.	Reference of drawing Approval (If applicable):	
3.	a) Reference of approval of type test(If applicable):b) Reference of approval of prototype test(If applicable):b) Reference of approval of balance type test (If applicable):	
4.	Whether it is a joint inspection with EE (Testing)/ SE (TQA) etc. (if applicable) (Say Yes or No):	
5.	a)Whether contract performance deposit has been paid against the order:b) if paid, please give details:	
6.	Sr. No. of the items as per LOA/AT:	
7.	Total Quantity of the items Ordered:	
8.	Total quantity of the items inspected so far:	
9.	a) Quantity monthly committed in delivery schedule:b) Lot No. for which the Quantity is offered for inspection now:c) Due date of delivery as per LOA/AT for offered quantity:	
10.	Date of readiness of Material:	
11.	Complete address of the factory where materials is to be inspected:	
12.	Name of the person to be contacted in connection with inspection & his Office/Factory/Residence Tel. No.:	

Staggering holiday of Factory/Office at the place of inspection:

13.

Procurement of AAAC 232 mm² conductors.

- 14. a) Whether Dispatch Instructions are available (Say Yes or No):
 - b) Quote Letter No.:
 - c) Brief destination & Qty. per consignee of this present lot offered:

Name of consignee

Qty.

- 15. Last visit of our Inspecting Officer:
- 16. a) Whether the entire material is dispatched against last inspection. (Say Yes or No) (MSEDCL's E.E.[Inspection/Testing] will ensure before inspection of this lot that the earlier inspected lot is already dispatched)
 - b) Quantity dispatched:

Name of consignee

Qty.

17. Further programme of production Quantity likely to be offered & by what date:

Yours Faithfully,

Authorized Signature For (Name of the firm)

Copy f.w.c. to:

1) The Executive Engineer (HTM2), Material Management Dept., MSEDCL, H.O., Mumbai-51.

Special instructions for suppliers:

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

Procurement of AAAC 232 mm² conductors.

FORMAT-10: FORMAT FOR -INSPECTION APPROVAL

[On MSEDCL's Letter Head]

Ref. No.	Date: Camp:	
To,	Jump.	
M/s		
Works Address:		
Sub: Final inspection and approval ofLOA/AT No datedfor Supply of		against
Ref:1) Readiness of material for Final inspection vide no	dtd	
[Date of readiness: dd/mm/yyyy]		
2) Authorization letter for Final inspection vide no	dtd	
3) Drawing approval no dtd		
4) Type Test approval no dtd		
5) Dispatch Instruction No dtd		
6) MSEDCL's Material Inspection Portal Call Id No.		

Dear Sir,

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

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

Procurement of AAAC 232 mm² conductors.

	dispatch instructions as indicated below:									
	Name	Name of	for	Qty i	n (Uo	M)	Qty in (UoM)			Material to
	of the	the		It	em no		It	em no	be reached	
	offices	consignees (Major	Circle	Item	descript	ion	Item description			to destination
		Stores Centre)		Scheme- 1	Scheme- 2	Total	Scheme- 1	Scheme- 2	Total	stores on or before
}		•••								dd/mm/yyyy
			Total							
7	Sealing:			Sealing of no. each of(name of item)are carried out on randomly selected & tested for acceptance test bearing sr nos./Seal No. sealed with paper seal sign by the undersigned. Sr.No / Seal No Sr.No / Seal No			each of item) out of selecter for according sealed	os./Seal with p sign by signed.	ne of rried omly ested test No. paper	
8	Other I			2 1		.,				
	` '	iterial inspe		-		e the				
		material is inspected. [Name of premises] (2) Date of Inspection								
		t Report sign		ie ink (S:	av Yes o	r No)				
		atching mat			•					
	` '	dispatched.(•					
	. ,	ether all th				_				
	inspect	ion have vali	d calibra	ition.(Sa	y Yes or	No)				

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

Enclosed: Test Results.

Yours faithfully

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

Copy s.w.r.t.:

- 1) The Chief Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.
- 2) The Superintending Engineer (MMD), MSEDCL, Prakashgad, Mumbai-51.
- 3) The Executive Engineer (HTM2), MMD, MSEDCL, Prakashgad, Mumbai-51.

Procurement of AAAC 232 mm² conductors.

Format-11: Power of Attorney by bidder in favour of authorized representative duly executed before the Notary.

[To be on non-judicial stamp paper of Rupees Two Hundred Only (INR 200/-) or appropriate value should be purchased in the name of bidder as per Stamp Act relevant to place of execution.]
Know all men by these presents, we[Insert name and address of
the registered office of the Bidder] do hereby constitute, appoint, nominate and authorize
Mr./Ms [Insert name and residential address], who is
presently employed with us and holding the position of as our true and
lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to submission of our Bid in response to tender no.
(Brief Description) issued by
Maharashtra State Electricity Distribution Company Ltd. (M.S.E.D.C.L.)including signing and
submission of the Bid and all other documents related to the Bid, including but not limited to
undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document
which M.S.E.D.C.L. may require us to submit. The aforesaid attorney is further authorized for
making representations to M.S.E.D.C.L., and providing information / responses to M.S.E.D.C.L.,
$representing \ us \ in \ all \ matters \ before \ M.S.E.D.C.L., \ and \ generally \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ in \ all \ dealing \ with \ M.S.E.D.C.L. \ dealing \ with \ M.$
matters in connection with our Bid till the completion of the bidding process as well as
execution of the order, if applicable, in accordance with the tender.
We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this
Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be
binding on us and shall always be deemed to have been done by us.
All the terms used herein but not defined shall have the meaning ascribed to such terms under
the tender.
Signed by the within named
(Signature of Attorney) [Insert Name, designation and address of the Attorney]
Attested
(Signature of the executant)

(Name, designation and address of the executant)

Procurement of AAAC 232 mm² conductors.

Signature and stamp of Notary of the place of execution
Common seal ofhas been affixed in my/our presence pursuant to Board of Director"s Resolution dated
1. WITNESS 1(Signature) Name Designation
2. WITNESS 2(Signature) Name Designation

Notes:

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

	Annexure 'B'(Price Schedule)												
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+Freight Charges + Transit Insuranc e Charges)(In Rupees)	GST for within State Transact ion on (Ex-Works Price + Freight Charges + Transit	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	11862046005	AAAC 232 SQMM	М	1416000	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 1 Months from the date of LOA Award.After this period supply will be completed at the rate of in assorted sized per month

Confirmation Details

We Confirm The Following:

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

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

- (i) Necessary documentary evidence for the GST claimed by us shall be submitted along with the bills.
- (ii) We here by declare that while quoting the price in the Price Bid, we have taken into account the entire credit on inputs available under the GST Act.

Technical Specification Item: AAAC 232 SQMM COND



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

AAAC 232 SQMM COND

For

DISTRIBUTION SYSTEM

IN

MSEDCL

MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd. SDECIFICATIONS OF ALL ALLIMINIUM

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

TECHNICAL SPECIFICATION

OF

ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

FOR

DISTRIBUTION NETWORK

MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

INDEX

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

MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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 20°C (Ohms/Km)	Approx. Calculated Breaking Load	Final Modulus elasticity (Kg/Sq.cm)	Coefficient of linear expansion (/°C)
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

MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd. CDECUELCA THOMSO OF ALL ALLIA

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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. Nomi no nal		Actual Diameter(mm)		Cross sectional area	Mass (Kg/Km)	Minimum Breaking Load (kN)		Maximum resistance at 20°C
	Diam eter (mm)	Min	Max	of Nominal Diameter wire (mm²)		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

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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°C** 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):

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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 / $^{\circ}\text{C}$.

d) CO-EFFFICIENT OF LINEAR EXPANSION:

The Co-efficient of linear expansion of aluminum alloy wire is to be taken as 23×10^{-6} / 0 C. 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

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

Sr.no	No of wires in	Lay Ratios			
	conductor	3/6 layers		12 la	ayers
		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

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

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

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

d)	Minimum Breaking Load		
	i) Before Stranding	kN	
	ii) After Stranding	kN	
e)	Resistance at 20°C 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 20°C	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		
23	form the conductor manufacturer only Important packing & markings: for the		
43	detailed package and markings: for the		
	refer the specification.		

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

MAHAVITARAN Maharashtra State Electricity Distribution Co. Ltd.

TECHNICAL SPECIFICATIONS OF ALL ALUMINIUM ALLOY STRANDED CONDUCTORS

AAAC 232 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 (b)	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
16	Aluminum alloy composition (i) Other Element (each)	TEXT
17	Aluminum alloy composition (j) Other Element (Total)	TEXT
18	Aluminum alloy composition (k) Al	NUMERIC
19	Aluminum Alloy wire details (a) Diameter (i) Nominal (mm)	NUMERIC
20	Aluminum Alloy wire details (a) Diameter (ii) Maximum (mm)	NUMERIC
21	Aluminum Alloy wire details (a) Diameter (iii) Minimum (mm)	NUMERIC
22	(b) Cross sectional area of nominal wire diameter (mm2)	NUMERIC
23	Aluminum Alloy wire details (c)Mass (Kg/km)	NUMERIC
24	Aluminum Alloy wire details (d) Minimum Breaking Load (i) Before Stranding (KN)	NUMERIC
25	Aluminum Alloy wire details (d) Minimum Breaking Load (ii) After Stranding (KN)	NUMERIC
26	Aluminum Alloy wire details Resistance at 20°C Max (ohms/km)	NUMERIC
27	Aluminum Alloy Stranded Conductor (a)Actual Area (mm²)	NUMERIC
28	Aluminum Alloy Stranded Conductor (b)Stranding and wire Dia (mm)	NUMERIC
29	Aluminum Alloy Stranded Conductor (c)Approximate Overall Dia (mm)	NUMERIC
30	Aluminum Alloy Stranded Conductor (d) Approximate Mass (kg/km)	NUMERIC
31	Aluminum Alloy Stranded Conductor (e)Calculated Maximum Resistance at 20°C (Ohms/km)	NUMERIC

32	Aluminum Alloy Stranded Conductor(f) Approximate calculated Breaking Load	NUMERIC
33	Final Modulus Elasticity (Kg/cm²)	NUMERIC
34	Coefficient of Linear expansion (/°C)	NUMERIC
35	Direction of lay & lay ratio	NUMERIC
36	Maximum working tension	NUMERIC
37	Tolerance, if any, on standard lengths	NUMERIC
38	No. of standard lengths in one Drum	NUMERIC
39	Weight of the conductor in one Drum (kg)	NUMERIC
40	Weight of the Drum (kg)	NUMERIC
41	Gross weight of the reel including weight of the conductor (kg)	NUMERIC
42	Drum (reel) details (a) Dimensions of the Drum	NUMERIC
43	Drum (reel) details (b) whether the drum on which the conductor is wound conforms to the specification	BOOLEAN
44	Complete conductor to be purchased directly form the conductor manufacturer only	BOOLEAN
45	Important packing & markings: for thedetailed package and markings please refer the specification.	BOOLEAN
17525	Whether you agree to supply the material as per technical specification?	BOOLEAN

	Required Documents (To be uploaded online)					
Sr. No.	NAME	SECTION	ITEM	DESCRIPTION		
1	(a) Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications	Technical Section	AAAC 232 SQMM COND	Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.		
2	QR-Technical)In-house testing facilities	Technical Section	AAAC 232 SQMM COND	List of in house testing facilities		
3	QR-Technical)Type test certificate:	Technical Section	AAAC 232 SQMM COND	Type test certificates from any NABL accredited lab such as CPRI, ERDA, ERTL, etc. valid for a period of 10 years prior to last date of submission of bid.		
4	QR-3) Turnover	Commercial Section		b) Format-4: Format of certificate from chartered accountant for average annual turnover.		
5	QR-4) ISO certification:	Commercial Section		a) Valid ISO 9001:2015- for quantity management system.		
6	QR-4) ISO certification	Commercial Section		b) Valid ISO 14001:2015- for environmenta management system.		
7	Format-1: Quantity & Delivery Schedule.	Commercial Section		Format-1: Quantity & Delivery Schedule.		
8	Format-2: Undertaking for not approached any one for undue influence.	Commercial Section		Format-2: Undertaking for not approached any one for undue influence.		
9	Format-3: Certificate from chartered accountant for not have controlling stake. in more than one	Commercial Section		Format-3: Certificate from chartered accountant for not have controlling stake. in more than one entity applied for the tender/bid as per clause no VIII (B).		
10	Format-5: No deviation form.	Commercial Section		Format-5: No deviation form.		
11	Format-7: List of orders in hand certified by Chartered Accountant.	Commercial Section		Format-7: List of orders in hand certified by Chartered Accountant.		
12	Documentary evidence (for e.g. Latest UDYAM/NSIC Certificate for Micro, Small & Medium Enterpris	Commercial Section		Documentary evidence (for e.g. Latest UDYAM/NSIC Certificate for Micro, Small & Medium Enterprises, Charted Accountant /Charted Engineer Certificate for Large Scale Enterprises) for manufacturing		
13	Annexure-F: Declaration no pending legal litigation of any type against MSEDCL in any court/Foru	Commercial Section		Annexure-F: Declaration no pending legal litigation of any type against MSEDCL in any court/Forum.		
14	Annexure- I: certificate regarding not been debarred by any ministry of GOI / GOM / State owned	Commercial Section		Annexure- I: 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.		
15	Tender Fees & EMD Payment/ Exemption details: Copy of online payment receipt for	Commercial Section		Tender Fees & EMD Payment/ Exemption details: Copy of online payment receipt for tender fees & Copy of Money Receipt / D.D. / BG for EMD paid or Copy of latest UDYAM/valid NSIC Certificate for Ten		

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION		
	tender fees & C					
16	Format-11-Power of Attorney (On Non –Judicial Stamp Paper of minimum value of Rs.	Commercial Section		Format-11-Power of Attorney (On Non –Judicial Stamp Paper of minimum value of Rs. 200 should be purchased in the name of bidder) in favour of authorized representative duly executed before the Notary		
17	QR-3)Turnover:	Commercial Section		a) Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant of last three financial years i,e, Balance Sheet and Profit & Loss a/c of last three financial years		
18	QR-2) Experience	Commercial Section		(b)Format-6: Experience		
19	QR-1) Original Equipment Manufacturer:	Commercial Section		Please submit valid BIS License.		
20	QR-2) Experience	Commercial Section		(a) Copies of orders executed by the bidder and the order completion certificate of the utility for offered item.		