

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		16-09-2024 07:00:41
Tender Code	MMD/T-HTM2-05/0924	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	procurement of Smart Phone and Smart Watch	
Estimated Cost (In Lakhs)	681.45	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	2	
Tender on rate contract basis	NO	
Tender Fee (In INR)	10000	
GST In INR (@18% on Tender Fee: SAC No.	1800	
Total Tender Fee Amount including GST in INR.	11800	
Contact	Ramesh Vitthal Dethe , 9773287777 ,cemmcsedcl@gmail.com	
Pre-Qualifying Req	As per Tender Document	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Material Management Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	OFFICE OF THE CHIEF ENGINEER(M.M.CELL)	
Bid Opening Address	OFFICE OF THE CHIEF ENGINEER(M.M.CELL) MATAERIAL MANAGEMENT CELL,MSEDCL,PRAKASHGAD,BANDRA EAST	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	YES	
Minimum % of Offered Quantity	50	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	16-09-2024 19:30	
Tender Sale End Date	07-10-2024 12:00	
Bid Start Date	16-09-2024 20:00	
Bid End Date	07-10-2024 15:00	
Pre-Bid Meeting Date	24-09-2024 16:00	
Techno-Commercial Bid opening on	07-10-2024 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 Smart Phone and Smart Watch*

MATERIAL MANAGEMENT DEPARTMENT  
 MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.  
 LTD.  
 Tender no. MMD/T-HTM2-05/0924

**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 Smart Phone and Smart Watch. 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-HTM2-05/0924**

**Estimated Tender Cost:** Rs. 681.45 Lakhs. (With GST)

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

The bidder should submit non-refundable Bid Fee of Rs. 10000.00 + 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 e-tendering) and the Demand Drafts/BGs should be submitted to this office on or before submission date and time.

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	16/09/2024
End Sale of Bid Document	07/10/2024
Date and time of submission of Bids	07/10/2024 up to 15:00 hrs.
Date and time of Bid Opening	07/10/2024 at 15:30 hrs.
Date and time of Pre bid meeting	24/09/2024 at 16:00 hrs. Online Pre-Bid meeting link : <a href="https://meet.google.com/fkh-joi-dhj">meet.google.com/fkh-joi-dhj</a>

**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](mailto:cemmcmsedcl@mahadiscom.in)/[cemmcmsedcl@gmail.com](mailto:cemmcmsedcl@gmail.com)**

*Procurement of Smart Phone and Smart Watch*

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**

TENDER FOR

**Procurement of Smart Phone and Smart Watch**

Tender no: **MMD/T-HTM2-05/0924**



**OFFICE OF THE CHIEF ENGINEER,  
Maharashtra State Electricity Distribution Co. Ltd.  
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**SECTION-I: INVITATION TO TENDER AND INSTRUCTION TO BIDDERS**

**TENDER FORM (NOT TRANSFERABLE)**

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

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

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

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

**FOR CHIEF ENGINEER (M.M.DEPARTMENT)**



*Procurement of Smart Phone and Smart Watch***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 be 50% 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.

*Procurement of Smart Phone and Smart Watch*

- (iii) After awarding the contract, the supplier shall not charge any additional amount towards GST; during the currency of contract except statutory variation by Central / State Government in normal (full) rate of integrated GST. In case the GST is decreased than the rate indicated in the price bid, the benefits of the reduction in the GST shall be passed on to the purchaser. The increase in the GST rate due to increase in turnover during the contractual delivery period shall not be charged to the purchaser.
- (iv) Necessary documentary evidence for the GST claimed shall be submitted along with the bills.

**V. BASIS OF PRICES:**

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

**VI. PRICE VARIATION:**

Not applicable.

**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.
- (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 2 months from the letter of award will be as below;
  - Commencement Period (CM) : Min. 50 % of offered quantity within 1 month  
from the date of LOA/AT.
  - Completion Period (CP) : Balance offered quantity in 1 month thereafter.

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

*Procurement of Smart Phone and Smart Watch*

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.

- (vi) 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.
- (vii) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

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

**VIII. OFFERING THE MATERIAL:**

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

**IX. CONFLICT OF INTEREST:**

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

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

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

*Procurement of Smart Phone and Smart Watch***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 / 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: (Not Applicable)**

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

*Procurement of Smart Phone and Smart Watch*

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

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

**XVII. NAME OF AUTHORIZED REPRESENTATIVE:**

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

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

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

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

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

Based on concession of Central Government's Micro & Small Enterprises office order dtd. 23-03-2012, 241 items are being kept reserved. As per above reservation of items 100% reserved items to be purchased from Micro & Small Enterprises out of which

*Procurement of Smart Phone and Smart Watch*

20% reserved items to be purchased from S.C./S.T. enterprises. Reservation is applicable for a limited period unless & until re-examined. If Micro & Small Enterprises participated in the tender and the tendered item is not reserved, then 20% order with L-1 rate to be given to Micro & Small Enterprises and out of this 20%, 4% to be given to S.C./S.T. enterprises.

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

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

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

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-1' 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 50 %) 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.

*Procurement of Smart Phone and Smart Watch*

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

**(D) QUANTITY ALLOCATION:**

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

*Procurement of Smart Phone and Smart Watch***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.
- 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**



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**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:

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.

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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-I', '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.

**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.

*Procurement of Smart Phone and Smart Watch***XXIX. EARNEST MONEY OF UNSUCCESSFUL BIDDER:**

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

**XXX. VALIDITY OF OFFERS:**

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

**XXXI. DECLARATION FROM BIDDER:**

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

**XXXII. CORRUPT OR FRAUDULENT PRACTICES:**

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

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

*Procurement of Smart Phone and Smart Watch***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.

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

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

The contract shall be considered as having come in to force and shall be in operation for a period of 2 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,

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

For quantity supplied beyond contractual delivery period, 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.

**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

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samples of components of the material shall be subject to quality check by the inspecting officer during manufacturing.

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

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

**7) WAGON LOADS / TRUCK LOADS:**

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

**8) ROAD TRANSPORT:**

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

**9) DESPATCH INTIMATION:**

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



*Procurement of Smart Phone and Smart Watch***10) BILL OF MATERIALS: (WHEREVER APPLICABLE)**

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

**11) PACKING LIST:**

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

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

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

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

**13) REPLACEMENT OF REJECTED MATERIALS:**

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

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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: (NOT APPLICABLE)**

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

**15) MATERIAL DESPATCHED AND PROGRAMME:**

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

**MONTHLY STATEMENT:**

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

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

Consolidated details of the above information shall be furnished to office of the Chief Engineer (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 Smart Phone and Smart Watch***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.

**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,

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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)

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5. MICR Code of the Bank
6. Company's email ID
7. Contact Name & Telephone No.

**18) TAXES:**

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

**19) DEDUCTION:**

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

**20) GUARANTEE:**

Material offered shall be guaranteed for satisfactory performance for a period of 66 months from the date of receipt of material at concern stores/ consignee in good condition or 60 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/repared within the specified period as above, the Maharashtra State Electricity Distribution Company Ltd. shall recover/retain an equivalent end cost of material plus 15% supervision charges from any of the bills of the supplier or encashing available performance bank guarantee submitted against guarantee period or through any available sources, till the return of the material. No interest will be paid on the amount so retained / recovered. In case of material / item not replaced within 45 days, penalty shall be imposed @ 0.5% per week or part thereof maximum up to 10% of the cost of undelivered material / equipment beyond specified time limit. In case of material / item not returned duly repaired within 5 months, total cost of the material / item along with penalty will be adjusted / recovered from the

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pending bills of the supplier or encashing available performance bank guarantee submitted against guarantee period or through any available sources with MSEDCL.

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

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

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

**21) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:**

- (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

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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.

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

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

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

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

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

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

**24) FORCE MAJEURE CLAUSE:**

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (herein after referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days,

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either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

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

During contractual delivery period of supply, the quoted rates 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/order, 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.



*Procurement of Smart Phone and Smart Watch***28) POWER OF ATTORNEY:**

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

**29) SETTLEMENT OF DISPUTE:**

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

**30) JURISDICTION:**

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

**31) TERMINATION OF CONTRACT**

- 1) The decision of the Purchaser shall be final as regards the acceptability of the stores supplied by the supplier and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.
- 2) In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification and the performance of the supplied material is not found satisfactory, the Purchaser shall exercise in discretionary power either,
  - a) to purchase from elsewhere, after giving 15 days due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without cancelling the contract in respect of consignment not yet due for delivery,
  - OR
  - b) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.
  - c) notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract.
  - d) Purchaser reserves right to recover damages against risk purchase or 10% value of non-supplied material plus applicable taxes, if any whichever is higher.

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

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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.

**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 Smart Phone and Smart Watch***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
<b>(A) Commercial Requirements</b>		
1	The bidder shall be an original manufacturer / sole authorized dealer / accredited representative of manufacturer of the tendered item. In case of dealers / authorized representative, an authorization letter for quoting in this tender with mentioned tender no. shall be obtained from original manufacturer & shall be submitted along with this bid.	Documentary evidence towards OEM/Authorization letter from OEM.
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. 2021-22 , 2022-23 &2023-24 or 2020-21, 2021-22 & 2022-23) OR two orders each of 15% of tender quantity for offered item during last three financial years (i.e. 2021-22 , 2022-23 &2023-24 or 2020-21, 2021-22 & 2022-23)OR three orders each of 10% of tender quantity for offered item during last three financial years (i.e. 2021-22 , 2022-23 &2023-24 or 2020-21, 2021-22 & 2022-23).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.

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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. 2021-22 , 2022-23 &2023-24 or 2020-21, 2021-22 & 2022-23).	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. b) Format-4: Format of certificate from chartered accountant for average annual turnover.
4	ISO certification: The bidder shall have ISO certification for quality management system & environmental management system.	a) Valid ISO 9001:2015- for quality management system. b) Valid ISO 14001:2015- for environmental management system.
<b>(B) Technical Requirements</b>		
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 5 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 5 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.	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.

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- (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, Chartered Accountant /Chartered Engineer Certificate for 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 No.	Item Description	UoM	Quantity Required	Estimated Cost with GST (Rs. Lakh)
1	Samsung Galaxy M-14	No.	1,947	214.17
2	Samsung Galaxy A05	No.	3,894	311.52
3	Fastrack Phantom Smart Watch	No.	3,894	155.76
<b>Total</b>				<b>681.45</b>

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**ANNEXURES:**

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

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

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

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

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

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

Note:-

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

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**ANNEXURE- 'D' : TECHNICAL SPECIFICATION**

**As indicated in e-Tendering Technical Specification**



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**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 the tender documents for supply of Smart Phone and Smart Watch and have not found any errors in them.

We have submitted price bids for Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

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:

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**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-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

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:

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**ANNEXURE – H : GUARANTEED TECHNICAL PARTICULARS**

As indicated in E-Tendering GTP Parameter

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**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-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

I, ..... certify that,

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

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

Authorized representative's Name:

Authorized representative's signature:

Name and address of the Bidder:

Seal & signature of the company

Date:

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**ANNEXURE- J : DISPATCH INSTRUCTIONS**

(On MSEDCL Letter Head)

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

(SAP CONTRACT No: -----)

To,

M/s. -----

Email: -----

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

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

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

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

Dear Sir,

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

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

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

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

Yours faithfully,

Chief Engineer (M M Dept.)

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

Copy to:

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

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

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

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

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## ANNEXURE- K : LIST OF STORES

Sr. No.	Name of Stores	Address
1	Common Stores Ahmednagar	Nagar-Pune Road, Opp. Arti Hotel, Kedgaon, Ahmednagar.
2	Common Stores Airoli	Power House, Thane-Belapur Road, Airoli, Navi Mumbai.
3	Common Stores Akola	Major Store Babhulgaon NH No 6 Akola.
4	Common Stores Amravati	Major Store MSEDCL Power House, Mulshi Road, Amravati.
5	Common Stores Chh. Sambhaji Nagar	MIDC Plot No. J-13, Opp. Garware Stadium, NaregaonPhata, Chikhalthana, CSN
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 Dharashiv	Near MSEDCL Rest House, Tuljapur Road, Dharashiv.
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 Smart Phone and Smart Watch***ANNEXURE-M : BANK GUARANTEE FORMAT : EARNEST MONEY DEPOSIT BANK  
GUARANTEE AGAINST TENDER**

B.G. No. &amp; DATE:

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

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

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

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

Place:

Date:

Sign-----

For-----

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

Please note that:

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

*Procurement of Smart Phone and Smart Watch***ANNEXURE-N: BANK GUARANTEE FORMAT: FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT**

B.G. No. & Date:

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

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

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

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

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



*Procurement of Smart Phone and Smart Watch*

5. The surety agrees and declares that notwithstanding anything contained in Section 133 to 135 of the Indian Contract Act 1872 (IX of 1972) or any other rule of law or equity in the view of any variance in the terms of the said contract shall not operate as a discharge of his obligations hereunder or shall any composition made by the creditor with debtor in respect of any breach of the terms and conditions of the said contract operate as a discharge of the surety’s obligation and surety further expressly agrees and declares that though as between the creditor and surety, the surety shall be liable for sum payable or falling due hereunder equally with the debtor and the surety save as otherwise herein provided hereby waives all his rights which he might as guarantor be entitled to claim and enforce.
6. The decision of the creditor that any sum has become payable shall be final and binding on the surety.
7. The guarantee shall come into force on supply of material shall remain in force till the end of .....(date) ....The surety, at the request of the creditor shall extend the validity of the Bank Guarantee for a further period of 12 months, one month prior to its present validity period.
8. In case of any dispute arising out of or in connection with the extension or encashment of the Bank Guarantee, the courts in Mumbai will have the jurisdiction.
9. The guarantee herein contained shall not be effected, by the change in the constitution of the surety or the debtor.
10. Our liability under this guarantee is restricted to Rs. ....(Rupees.....only) and our guarantee shall remain in force until (Date....) unless a claim under this guarantee is lodged with us within six months from the date of expiry of guarantee i.e. on or before ..(date)...all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

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

Place: Signature.....

Date: for.....

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

Witnessed (2 witness is required from bank only)

1) Name & Address

Signature

Bank employee code number

2) Name & Address

Signature

Bank employee code number

*Procurement of Smart Phone and Smart Watch*

Please Note:

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

*Procurement of Smart Phone and Smart Watch***FORMATS:****FORMAT - 1: QUANTITY & DELIVERY SCHEDULE:**

Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

So. No.	Material Description:	MSEDCL requirement In No.	Offered quantity in No.	Commencement Period (CM)	Completion Period (CP)
				Min. 50% of offered quantity Within 1 month from the date of LOA/AT	Balance quantity within one month thereafter
				Lot-1	Lot-2
1	Samsung Galaxy M-14	1,947			
2	Samsung Galaxy A05	3,894			
3	Fastrack Phantom Smart Watch	3,894			

(Signature, Name of Authorized Representative &amp; Company Seal)

*Procurement of Smart Phone and Smart Watch*

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

(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

**TO WHOM SO EVER IT MAY CONCEREN**

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

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

**Date:**

**Place:**

(Signature, Name of Authorized Representative  
& Company Seal)

*Procurement of Smart Phone and Smart Watch*

**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-HTM2-05/0924 for supply of Smart Phone and Smart Watch

**TO WHOM SO EVER IT MAY CONCEREN**

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

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

**Date:**

**Place:**

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

*Procurement of Smart Phone and Smart Watch***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-HTM2-05/0924 for supply of Smart Phone and Smart Watch

TO WHOM SO EVER IT MAY CONCEREN

We have examined the audited financials of M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, for the financial years (i.e. 2021-22, 2022-23 & 2023-24 or 2020-21, 2021-22 & 2022-23). Based on our examination, we hereby certify that Annual Turnover for respective financial year mentioned below is in accordance with the audited financial statements:

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

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

Date:

Place:

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

*Procurement of Smart Phone and Smart Watch*

**FORMAT-5: FORMAT FOR NO DEVIATION FORM**  
(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch

**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 Smart Phone and Smart Watch***FORMAT-6 : FORMAT OF EXPERIENCE**

(To be submitted on letter head of the bidder)

Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

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 Quantity in No..	Supplied Quantity in No.
<b>(A)</b>	<b>2020-21</b>								
1									
2									
...									
....									
<b>(B)</b>	<b>2021-22</b>								
1									
2									
...									
....									
<b>(C)</b>	<b>2022-23</b>								
1									
2									
...									
....									
<b>(D)</b>	<b>2023-24</b>								
1									
2									
...									
....									

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 &amp; Company Seal)



*Procurement of Smart Phone and Smart Watch*

**FORMAT-7: FORMAT OF LIST OF ORDER IN HAND**

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

Tender no. MMD/T-HTM2-05/0924 for supply of Smart Phone and Smart Watch

TO WHOM SO EVER IT MAY CONCEREN

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

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

Date:  
Place:

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

Procurement of Smart Phone and Smart Watch

**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-HTM2-05/0924 for supply of Smart Phone and Smart Watch.

Name of the Company:

Name of Key Person:

Key Person Contact details:                      Mobile:                      Email:

Tender Purchased: YES/NO :

**Section & Clause**

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

**Note:**

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

Authorized Signatory with seal

*Procurement of Smart Phone and Smart Watch*

**FORMAT-9: FORMAT FOR –READINESS OF MATERIAL FOR INSPECTION  
[THIS IS ONLY A PROFORMA, ACTUAL INSPECTION CALL HAS TO BE GIVEN ON YOUR  
COMPANY LETTER HEAD ONLY]**

**Ref. No.****Date:**

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

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

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

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

*Procurement of Smart Phone and Smart Watch*

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

Yours Faithfully,

Authorized Signature  
For (Name of the firm)

Copy f.w.c. to :

- 1) The Executive Engineer (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 Smart Phone and Smart Watch

**FORMAT-10: FORMAT FOR –INSPECTION APPROVAL**

[On MSEDCL’s Letter Head]

**Ref. No.**

**Date:**

**Camp:**

To,  
M/s.....  
Works Address:.....

Sub: Final inspection and approval of ..... (Name of material) against  
LOA/AT No. ----- dated. -----for Supply of -----

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

[Date of readiness: dd/mm/yyyy]

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

3) Drawing approval no. .... dtd. ....

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

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

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

Dear Sir,

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

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

## Procurement of Smart Phone and Smart Watch

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

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

**Enclosed:** Test Results.

Yours faithfully

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

*Procurement of Smart Phone and Smart Watch*

.....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 Smart Phone and Smart Watch

**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. .... for ..... (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 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 ..... *[Insert the name of the executant company]* through the hand of Mr./ Mrs. ....duly authorized by the Board to issue such Power of Attorney dated this ..... day of ..... Accepted**

..... (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 Smart Phone and Smart Watch

.....  
Signature and stamp of Notary of the place of execution

**Common seal of ..... has 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.....**

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**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.No	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWorks including packaging charges but excluding duties & taxes etc (In Rupees )	Freight Charges Per Unit (In Rupees )	Transit Insurance Charge s Per Unit (In Rupees )	Integrated GST for outside State Transaction on (Ex-Works Price+Freight Charges + Transit Insurance Charges )(In Rupees)	Central GST for within State Transaction on (Ex-Works Price + Freight Charges + Transit Insurance Charges )(In Rupees)	State GST for within State Transaction on (Ex-Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
1	57109990509	Smart Phone Samsung Galaxy M14	NO	1947	85171210								
2	57109990689	Smart Phone Samsung Galaxy A05	NO	3894	85171210								
3	57109990769	Smart Watch Fastrack Phantom	NO	3894	91021200								

## 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: Smart Phone Samsung Galaxy M14



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

Smart Phone Samsung Galaxy M14

For

DISTRIBUTION SYSTEM

IN

MSEDCL

## Technical Specifications

Item Details	Smart Phone
<b>Model No.</b>	<b>Samsung Galaxy M14</b>
<b>RAM</b>	4 GB
<b>Storage</b>	128 GB
<b>Front Camera</b>	13 MP
<b>Rear Camera</b>	50 MP + 2 MP (Macro) + 2 MP (Depth Sensor) with autofocus
<b>Battery</b>	6000 mAh
<b>Fast Charging</b>	Yes, 25W Fast Charging
<b>Display Size</b>	6.6 inches, 1080 x 2408 pixels, 90 Hz
<b>Glass Type</b>	Corning Gorilla Glass 5
<b>4G</b>	Yes
<b>5G</b>	Yes
<b>Fingerprint Sensor</b>	Yes, Side
<b>OS</b>	Android v13
<b>Chipset</b>	Samsung Exynos 1330

Technical Specification Item: Smart Phone Samsung Galaxy A05



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

Smart Phone Samsung Galaxy A05

For

DISTRIBUTION SYSTEM

IN

MSEDCL

## Technical Specifications

Item Details	Smart Phone
<b>Model No.</b>	<b>Samsung Galaxy A05</b>
<b>RAM</b>	4 GB
<b>Storage</b>	64 GB
<b>Front Camera</b>	8 MP
<b>Rear Camera</b>	50 MP + 2 MP with autofocus
<b>Battery</b>	5000 mAh
<b>Fast Charging</b>	Yes, 25W Fast Charging
<b>Display Size</b>	6.7 inches, 720 x 1600 pixels
<b>Glass Type</b>	
<b>4G</b>	Yes
<b>5G</b>	No
<b>Fingerprint Sensor</b>	No
<b>OS</b>	Android v13
<b>Chipset</b>	Mediatek Helio G85

Technical Specification Item: Smart Watch Fastrack Phantom



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

Smart Watch Fastrack Phantom

For

DISTRIBUTION SYSTEM

IN

MSEDCL



## Technical Specifications

Item Details	Smart Watch
<b>Model No.</b>	<b>Fastrack Phantom Smart Watch</b>
<b>RAM</b>	NA
<b>Storage</b>	NA
<b>Front Camera</b>	NA
<b>Rear Camera</b>	NA
<b>Battery</b>	NA
<b>Fast Charging</b>	NA
<b>Display Size</b>	1.85" UltraVU Display
<b>Glass Type</b>	NA
<b>4G</b>	NA
<b>5G</b>	NA
<b>Fingerprint Sensor</b>	NA
<b>OS</b>	NA
<b>Chipset</b>	NA

Smart Phone Samsung Galaxy M14

GTP Order Sequence	GTP Parameters	Date Type
1	Please confirm supply of material shall be strictly as per technical specifications	BOOLEAN

Smart Phone Samsung Galaxy A05

GTP Order Sequence	GTP Parameters	Date Type
1	Please confirm supply of material shall be strictly as per technical specifications	BOOLEAN

Smart Watch Fastrack Phantom

GTP Order Sequence	GTP Parameters	Date Type
1	Please confirm supply of material shall be strictly as per technical specifications	BOOLEAN

### Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	in house testing facilities	Technical Section	Smart Phone Samsung	Please submit documentary evidence towards in house testing facilities
2	Annexure E	Technical Section	Smart Phone Samsung	Submit Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.
3	Type Test Certificate	Technical Section	Smart Phone Samsung Galaxy	Please Submit Type test certificates from any NABL accredited lab such as CPRI, ERDA, ERTL, etc valid for a period of 5 years prior to last date of submission of bid.
4	Annexure-E:	Technical Section	Smart Phone Samsung	Submit Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.
5	In-house testing facilities	Technical Section	Smart Phone Samsung	Please submit documentary evidence towards in house testing facilities
6	Type test certificate	Technical Section	Smart Phone Samsung Galaxy	Please submit Type test certificates from any NABL accredited lab such as CPRI, ERDA, ERTL, etc valid for a period of 5 years prior to last date of submission of bid.
7	In house testing facilities	Technical Section	Smart Watch Fastrack	Please submit documentary evidence in house testing facilities
8	Type test certificates	Technical Section	Smart Watch Fastrack	Please Submit Type test certificates from any NABL accredited lab such as CPRI, ERDA, ERTL, etc valid for a period of 5 years prior to last date of submission of bid.
9	Annexure E	Technical Section	Smart Watch Fastrack	Submit Annexure-E: Consent for supplying material as per MSEDCL's standard technical specifications if not filled the online GTP.
10	Annexure- I	Commercial Section		Please submit Annexure- I: certificate regarding not been debarred by any ministry of GOI / GOM /State owned electricity dist.utility & not been guilty of malpractices during last 5 years.
11	Tender Fees & EMD Payment	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 Tender
12	Format-11	Commercial Section		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
13	Original Equipment Manufacturer	Commercial Section		Submit Documentary evidence towards OEM/Authorization letter from OEM.
14	Annexure-F	Commercial Section		Please submit Annexure-F: Declaration no pending legal litigation of any type against MSEDCL in any court/Forum.
15	Udyam registration/NSIC	Commercial Section		Documentary evidence (for e.g. Latest UDYAM/NSIC Certificate for Micro, Small & Medium Enterprises, CA /CE Certificate for Large Scale Enterprises) for mfg capacity to cover the quantity offered
16	Format-7	Commercial Section		Please submit Format-7: List of orders in hand certified by Chartered Accountant.

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
17	Format-5: No deviation form.	Commercial Section		Please submit Format-5: No deviation form.
18	Format 3	Commercial Section		(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).
19	(b) Format-2: Undertaking for not approached any one for undue influence.	Commercial Section		Please Submit Format-2: Undertaking for not approached any one for undue influence.
20	Format-1: Quantity & Delivery Schedule.	Commercial Section		Please Submit Format-1: Quantity & Delivery Schedule.
21	ISO Cerfication	Commercial Section		a) Valid ISO 9001:2015- for quality management system. b)Valid ISO 14001:2015- for environmental management system.
22	Experience	Commercial Section		(a) Copies of orders executed by the bidder and the order completion certificate of the utility for offered item. (b)Format-6: Experience.
23	Turnover Certificate	Commercial Section		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