

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		14-10-2024 03:25:34
Tender Code	MMD/T-HTM1-07/1024	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Procurement of Helmet with High Voltage Detection Device	
Estimated Cost (In Lakhs)	413.6	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	9	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Shri Kirankumar Shinde , 7045791361 ,cemmcsedcl@gmail.com	
Pre-Qualifying Req	As per Tender Documents	
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	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.	
Bid Opening Address	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.	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	YES	
Minimum % of Offered Quantity	20	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	14-10-2024 15:45	
Tender Sale End Date	04-11-2024 12:00	
Bid Start Date	14-10-2024 16:00	
Bid End Date	04-11-2024 15:00	
Pre-Bid Meeting Date	21-10-2024 17:00	
Techno-Commercial Bid opening on	04-11-2024 15:30	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	Will be declared later	
Winner Selection Date	14-10-2024 14:55	
Can Bidder opt for EMD Exemption	YES	
Is Annexure-E [Consent for MSEDCL Standard Technical Specifications and GTP] Applicable ?	NO	



MATERIAL MANAGEMENT DEPARTMENT
 MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
 Tender No. MMD/T-HTM1-07/1024

TENDER BID NOTICE

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

Tender No. MMD/T-HTM1-07/1024

Estimated Tender Cost: Rs. 4.136 Crore inclusive of 18% GST.

Tender Fee: Rs. 5,000.00 + 18% GST

The bidder should submit non-refundable Bid Fee of Rs. 5,000.00 + 18% GST paid through online payment only, prior to the dead line for submission of bids as per the procedure laid by the MSEDCL.

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

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

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	14.10.2024
Date and time of submission of Bids	04.11.2024 at 15:00 hrs.
Date and time of Bid Opening	04.11.2024 at 15:30 hrs.
Date and time of Pre bid meeting	21.10.2024 at 17:00 hrs. Online Google Meet joining info : https://meet.google.com/hrc-hsrd-sqb

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- cemmcsedcl@mahadiscom.in, cemmcsedcl@gmail.com

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR

Procurement of Helmet with High Voltage Detection Device.

Tender No: MMD/T-HTM1-07/1024



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

INDEX

SR. NO.	CLAUSE NO.	DESCRIPTION
1	-	BID NOTICE
2	-	SECTION I: INVITATION TO TENDER AND INSTRUCTION TO BIDDERS
3	I	SCOPE OF WORK
4	II	QUALIFYING REQUIREMENTS
5	III	PRICES
6	IV	TAXES
7	V	BASIS OF PRICES
8	VI	PRICE VARIATION
9	VII	DELIVERY
10	VIII	OFFERING THE MATERIAL
11	IX	CONFLICT OF INTEREST
12	X	QUOTATION
13	XI	AMBIGUITY IN QUOTATION
14	XII	FILLING IN OF ANNEXURE
15	XIII	ADDITIONS/ALTERATIONS PROHIBITED
16	XIV	BIS LICENSE AND BEE CERTIFICATE
17	XV	MANDATORY REQUIREMENT OF SUBMISSION OF OFFER
18	XVI	SUBMISSION OF DRAWING & BILL OF MATERIAL
19	XVII	NAME OF AUTHORIZE REPRESENTATIVE
20	XVIII (A)	OFFER OF MICRO & SMALL ENTERPRISES
21	XVIII (B)	PREFERENCE TO INDUSTRIAL UNITS LOCATED IN MAHARASHTRA AND OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE BIDDER
22	XVIII (C)	MATCHING OF RATES
23	XIX	QUANTITY ALLOCATION
24	XX	EARNEST MONEY DEPOSIT (EMD)
25	XXI	SIGNING OF THE TENDER DOCUMENTS
26	XXII	SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS
27	XXIII	TIMELY SUBMISSION OF OFFER
28	XXIV	PURCHASER'S RIGHT
29	XXV	DISREGARD OF TENDER CONDITIONS
30	XXVI	PROHIBITION FOR POST TENDER CORRESPONDENCE
31	XXVII	RIGHT TO ORDER OUT QUANTITY IN VARIANCE TO OFFERED QUANTITY
32	XXVIII	ACCEPTANCE OF TENDER
33	XXIX	NOTIFICATION OF AWARD
34	XXX	EARNEST MONEY OF UNSUCCESSFUL BIDDER
35	XXXI	VALIDITY OF OFFERS
36	XXXII	DECLARATION FROM BIDDER
37	XXXIII	CORRUPT OR FRAUDULENT PRACTICES
38	XXXIV	INFLUENCE
39	XXXV	TENDER FEES EXEMPTION
40	XXXVI	PRE-BID MEETING
41	XXXVII	CLARIFICATION ON DEVIATIONS
42	-	CERTIFICATE
43	-	Section II: CONDITIONS OF SUPPLY
44	1	EFFECT OF CONTRACT
45	2	QUALITY OF SUPPLIES

SR. NO.	CLAUSE NO.	DESCRIPTION
46	3	MATERIAL AND COMPONENTS
47	4	ACCEPTANCE OF SUPPLIES/INSPECTION
48	5	RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING
49	6	RIGHT TO REVISE DESPATCH INSTRUCTIONS, DELIVERY SCHEDULE AND TO DEFER SUPPLIES
50	7	WAGAN LOADS/TRUCK LOADS
51	8	ROAD TRANSPORT
52	9	DESPATCH INTIMATION
53	10	BILL OF MATERIALS
54	11	PACKING LIST
55	12	REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED
56	13	REPLACEMENT OF REJECTED MATERIALS
57	14	MATERIAL DESPATCHED AND PROGRAMME
58	15	MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE
59	16	PAYMENT OF BILLS
60	17	TAXES
61	18	DEDUCTION
62	19	GUARANTEE
63	20	(I)LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES AND
64	21	LIQUIDATED DAMAGES FOR LATE DELIVERY
65	22	ORDER PLACED ON TIME PREFERENCE BASIS (WHEREVER APPLICABLE)
66	23	FORCE MAJEURE CLAUSE
67	24	ACCEPTANCE OF LOWER FORD RATE OFFERED IN SUBSEQUENT TENDER
68	25	PERFORMANCE OF CONTRACT:
69	26	CONTRACT PERFORMANCE DEPOSIT
70	27	POWER OF ATTORNEY:
71	28	SETTLEMENT OF DISPUTE
72	29	JURISDICTION:
73	30	TERMINATION OF CONTRACT
74	31	DEBAR / BLACKLISTING OF MANUFACTURER
75	32	TAX DEDUCTED AT SOURCE
76		Section III:
77	I	QUANTITY PROCUREMENT
78	II	QUALIFYING REQUIREMENT
79		Formats:
80	-	ANNEXURE B- QUANTITY, PRICE AND DELIVERY PERIOD
81	-	<u>ANNEXURE C-1 : MATCHING RATE</u>
82	-	<u>ANNEXURE - D : TECHNICAL SPECIFICATION</u>
83		ANNEXURE - E : CONSENT FOR MSEDCL STANDARD TECHNICAL SPECIFICATIONS & GTP
84		ANNEXURE - F : LEGAL LITIGATION UNDERTAKING BY BIDDER
85	-	ANNEXURE - G :PRICE VARIATION
86	-	ANNEXURE - H :GUARANTEED TECHNICAL PARTICULAR
87		ANNEXURE - I: DECLARATION FORMAT.
88	-	ANNEXURE - J : DISPATCH INSTRUCTIONS
89	-	ANNEXURE - K : LIST OF STORES
90		ANNEXURE - L : INSPECTION CALL FORMAT
91	-	ANNEXURE - M : BANK GUARANTEE FORMAT FOR EMD

SR. NO.	CLAUSE NO.	DESCRIPTION
92	-	ANNEXURE – N : BANK GUARANTEE FORMAT FOR CONTRACT PERFORMANCE DEPOSIT
93	-	ANNEXURE – O : CONSENT FOR PARTICIPATION IN TENDER AS NEW SUPPLIER
94		FORMAT-1 : ANNEXURE – U-I - INDEMNITY BOND
95		FORMAT-2 : UNDERTAKING FOR NOT APPROACHED ANY ONE FOR UNDUE INFLUENCE
96		FORMAT-3 : CERTIFICATE FROM CHARTERED ACCOUNTANT FOR NOT HAVE CONTROLLING STACK IN MORE THAN ONE ENTITY APPLIED FOR THE TENDER / BID
97		FORMAT-4 : CERTIFICATE FROM CHARTERED ACCOUNTANT FOR AVERAGE ANNUAL TURNOVER
98		FORMAT-5 : CERTIFICATE FOR NO DEVIATION

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)

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) at various destination sites / stores centers 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 centers of the purchaser is enclosed as Annexure K.

II Qualifying Requirements:

Qualifying requirement will be as per Section-III.

III PRICES:

(i) Prices are acceptable only on F.O.R. destination basis inclusive of Goods and Service Tax (GST for brevity) i.e. Integrated GST (IGST) for outside State / Central GST+ State GST (CGST+SGST) for within State, risk in transit, freight showing the break-up as desired in the Annexure 'B'. It shall be noted that quotations not conforming to F.O.R. destination basis inclusive of IGST/(CGST+SGST) etc. and to the unit as specified in Annexure 'B', shall be rejected even though the bidder's offer may be lowest. The bidder shall quote Ex-Works Price and element of freight and insurance along with applicable rate of IGST/(CGST+SGST). The F.O.R. destination price i.e. up to site or the Store Centre of the purchaser as the case may be inclusive of IGST/(CGST+SGST), risk in transit and freight will be programmatically calculated. While raising the invoices, however, IGST/(CGST+SGST) should be shown separately in the invoice raised.

(ii) For each of the items quoted, bidder shall specify offered quantity. However, the offered quantity shall not be less than 20% of the advertised quantity (Advertised quantity means the quantity required as indicated in Annexure 'B' / Price Bid) so as to deliver the said quantity within the delivery requirement of the Purchaser as indicated in the tender documents.

IV TAXES:

(i) The Purchaser shall be registered under Goods and Service Tax Act and should comply with all the statutory compliance requirements of GST Law diligently.

(ii) It is imperative for the bidder to indicate the amount of IGST/(CGST+SGST) included in their price while giving the break-up of F.O.R. destination price in Annexure 'B', failing which, the offer will be treated as ambiguous and will be rejected as per the provisions of clause X of tender form.

(iii) After awarding the contract, the supplier shall not charge any additional amount towards GST; during the currency of contract except statutory variation by Central / State Government in normal (full) rate of integrated GST. In case the

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 kilometers 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 9 months from the letter of award will be as below;
- Commencement Period (CM): Min. 10% of offered quantity within 2 months.
- Completion Period (CP): Balance offered quantity in 7 or less months in equated lots.
- (vi) MSEDCL may issue dispatch instructions as per requirement. The quantity demanded per consignee may be less than or equal to monthly lot specified in contract. Wherever as per demand, if the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity; the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- (vii) MSEDCL may instruct the supplier to withhold entire or part of monthly supply of material for a specified period by giving two months advance instruction.

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

The bidder is advised to get their type tests & drawing approval immediately after placement of LoA from Chief Engineer (Testing & QC) 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 shall offer the material as per MSEDCL technical specifications as per Annexure-D and shall 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 them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the purchaser regarding the bidding process.

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

X QUOTATION:

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

XI AMBIGUITY IN QUOTATION:

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

XII FILLING IN OF ANNEXURE:

The bidder is requested to ensure that the comments against each and every item/clause of Annexure shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item /clause 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 AND BEE CERTIFICATE : (If applicable)

A scanned copy of valid BIS License & BEE certifications 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 / BEE certifications is expiring before date of submission of tender, necessary documentary proof of having applied for renewal of validity of the BIS license / BEE certifications must be uploaded while submitting the bid. The renewed copy of the BIS License / BEE certifications shall be submitted before commencement of supply.

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

XV MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

XVI SUBMISSION OF DRAWING & BILL OF MATERIAL:

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

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

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

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

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

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

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

(C) Matching of rates:

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

- 1) In the above confirmation, if the bidder indicates any rate, then the confirmation given by the bidder will not be considered as valid.
- 2) 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.
- 3) 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.

XIX 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 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.
- 4) If new suppliers are allowed then maximum 20% of tender quantity will be reserved for new supplier as per their price ranking.

XX EARNEST MONEY DEPOSIT (EMD):

The bidder should pay the Earnest Money @ 0.5% (Half Percent) value of the estimated cost of offered quantity of the tender in the form of Demand Draft or Bank Guarantee 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. 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 permanent registration certificate at the time of vendor registration.
- 3) The bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate for the items mentioned in their permanent registration certificate at the time of vendor registration.

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

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

XXI 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.

XXII SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows.

(a) Online Submission:

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

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

- (ii) Price Bid (Part-II)

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

(b) Off line Submission:

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

Envelope for this part shall contain documents like Type Test Reports, Drawings, Bill of Material, Catalogues etc. wherever applicable as per technical specification and they shall be scanned and these scanned documents to be taken into PDF format on CD media (2 sets) and are to be submitted to Executive Engineer (HTM-1) 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.

XXIII 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.

XXIV PURCHASERS RIGHT:

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

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

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

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

XXV DISREGARD OF TENDER CONDITIONS:

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

The bidder having digitally signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated 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.

XXVI 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.

XXVII 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.

XXVIII 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.

XXIX 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 to be confirmed in writing by registered post to the successful bidder by the Purchaser.

XXX 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.

XXXI 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.

XXXII 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.

XXXIII CORRUPT OR FRAUDULENT PRACTICES:

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

(a) defines for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of

value to influence the action of any such official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MSEDCL contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL contract.

XXXIV 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.

XXXV TENDER FEES EXEMPTION:

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

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

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

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

XXXVI 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.
- 4) Minutes of the meetings, including the text of the questions raised and the responses given will be transmitted without delay to all the prospective bidders through the website <https://etender.mahadiscom.in/eatApp/>. Any modification of the bidding documents listed which may become necessary as a result of the pre-bid meetings shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause and not through the minutes of the pre-bid meetings.
- 5) 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.

XXXVII 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



SECTION-II

CONDITIONS OF SUPPLY

1) EFFECT OF CONTRACT:

The contract shall be considered as having come in to force and shall be in operation for a period of 9 months from the date of Notification of Award. The bidder whose offer is accepted is hereinafter called “the supplier”.

2) QUALITY OF SUPPLIES:

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

3) MATERIAL AND COMPONENTS:

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

4) 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.

The inspection call should reach to MSEDCL maximum 7 days prior to date of readiness. On receipt of such intimation, the materials shall be inspected within 10 working days from the date of receipt of inspection call. The materials shall be dispatched only after inspection and approval of same by the Inspector. The inspection approval letter shall be valid for a period of 30 days from the date of issue of letter to enable the supplier pack the material and arrange transportation thereof so that material should be reached at the respective consignee within scheduled delivery period.

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

For quantity supplied beyond contractual delivery period, statutory variations 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 / equipment 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 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 cemmcmsedcl@mahadiscom.in or cemmcmsedcl@gmail.com.

10) BILL OF MATERIALS: (WHEREVER APPLICABLE)

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

11) PACKING LIST:

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

12) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

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

However, rectification of minor defects at store locations are allowed for following minor defects only.

- i. Leakages.
- ii. Bushing replacement
- iii. LA replacement
- iv. 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 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) MATERIAL DESPATCHED AND PROGRAMME:

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

MONTHLY STATEMENT:

I. Name of Supplier:

II. Reporting Month:

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

Consolidated details of the above information shall be furnished to office of the Chief Engineer (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 paid against the contract shall not be released.

15) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:

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

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

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

Where required by the Purchaser, the successful bidder must send the operation and maintenance manuals, test certificates, drawings etc. for the material ordered. These should be

sent immediately after dispatch of material and a statement to that effect should be made in the invoice.

After successful RST of supplied each lot, store in charge will generate final SR note through ERP system immediately from receipt of RST report at stores.

16) PAYMENT OF BILLS:

(a) Terms of payment:

- a. The Bidder shall be paid 100% payment within 60 days from the date of receipt of material in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- b. However, in respect of only those entities which qualify for 45 days payment period under the Micro, Small and Medium Enterprises Development Act, 2006, 100% payment of the Contract price will be paid within 45 days from the date of receipt of material at Consignee Store in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within 45 days from date of submission of invoice along with requisite documents after the delivery of entire lot. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
- d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 along with bills in triplicate to facilitate payment with a copy to the Chief Engineer of respective Zone.
 - (i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.
 - (ii) Inspection and Test Certificate approval.
 - (iii) E Way Bill
 - (iv) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.
 - (v) Packing list.
 - (vi) Approved Bill of Material.
 - (vii) Certificate of having dispatched Operation & Maintenance Manual, copies of Test Certificates and approved drawings / Bill of Material to consignees wherever applicable.

The supplier shall forward the original R.R. / L.R. direct to the consignee along with relevant documents. The original bill shall be forwarded to The G.M. (F&A-SB), MSEDCL, Prakashgad, Bandra (E) and marked ORIGINAL. The bill should indicate the GST registration no. and date held by him under the GST Law. The Purchaser shall not

be responsible for delay in payment of bills if the supplier fails to comply with any of the above requirements.

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

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

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

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

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

17) TAXES:

(A) Notwithstanding the fact that contract price is inclusive of GST:

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

(B) Structural changes in and due to 'Input Tax Credit' Scheme: -

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

18) DEDUCTION:

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

19) GUARANTEE:

Material offered shall be guaranteed for a period 12 months from the date of receipt at the consignee's Stores Center. In case of failure of material within the above guarantee period, tenderer shall make available other new conditioned / repaired material / equipment, free of cost at Division / Stores for replacement within 45 days from the date of intimation from Division filter unit / Stores and lift the failed material / equipment for repair rejected material after replacement. For this purpose, bidder shall maintain spare stock in adequate quantity of ordered ratings of material / equipment. If the defective material is not replaced / repaired within the specified period as above, the Maharashtra State Electricity Distribution Company Ltd. shall retain an equivalent end cost of material plus 15% supervision charges from any of the bills of the supplier or encashing available performance bank guarantee submitted against guarantee period or through any available sources, till the return of the equipment. No interest will be paid on the amount so retained / recovered. In case of material / item not returned duly repaired within 45 days, penalty shall be imposed @ 0.5% per week or part thereof maximum up to 10% of the cost of undelivered material / equipment beyond specified time limit. In case of material / item not returned duly repaired within 5 months, total cost of the material / item along with penalty will be adjusted / recovered from the pending bills of the supplier or encashing available 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.

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

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

(a) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged / rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards handling, demurrage / wharfage / undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.

(b) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to

pay ground rent @ 0.1% (Plus GST as may be applicable) per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.

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

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

21) LIQUIDATED DAMAGES FOR LATE DELIVERY:

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

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

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

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

In case the Purchaser does not arrange for inspection of material within 10 days from the date of receipt of inspection call to MSEDCL wherever applicable, the period of more than 10 days till inspection 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.

22) 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.21 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.

23) FORCE MAJEURE CLAUSE:

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

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

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

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

25) PERFORMANCE OF CONTRACT:

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 21 as stated above i.e. Liquidated damages for late delivery.

26) CONTRACT PERFORMANCE DEPOSIT:

- a) The supplier will have to furnish contract performance deposit as per Annexure - N in the form of unconditional & irrevocable BG within 15 days from the date of issue of LoA, as mentioned in Clause 26.2.

- b) The contract performance deposit shall be an amount equal to 5% of the contract value and shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment supplied.
- c) The contract performance deposit shall be refunded within 90 days from the date of expiry of the guarantee period of the equipment supplied. The purchaser shall not be liable to pay any interest or compensation to the contractor for retaining the deposit after the end of the said period.
- d) The contract performance deposit is intended to secure the performance of the contract for guarantee period of the equipment supplied. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.

27) POWER OF ATTORNEY:

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

28) SETTLEMENT OF DISPUTE:

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

29) JURISDICTION:

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

30) TERMINATION OF CONTRACT

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

d) Purchaser reserves right to recover damages against risk purchase or 10% value of non-supplied material plus applicable taxes, if any whichever is higher.

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

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

31) DEBAR / BLACKLISTING OF MANUFACTURER:

In the event of fraudulent practices / non-compliance / non fulfilment 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.

32) TAX DEDUCTED AT SOURCE:

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

SECTION-III

I. Quantity procurement :

The quantity for procurement is as below.

Sr. No.	Item code	Item description	Unit	Tender quantity in nos.	Estimated cost of tender (in Rs. Lakhs)
1	56055900739	Helmet with High Voltage Detection Device	No.	20,000	413.60

II. Qualifying Requirements:

1. The bidder shall be an Original Equipment Manufacturer (OEM) and possess valid BIS license (If applicable) as per clause no XIV or Authorized Dealer/Distributor of OEM.
2. In case of Authorized Dealer/Distributor of OEM the bidder shall be registered in India under Companies Act, 1956.

Upload:

- a) BIS License.
 - b) The letter for authorized dealership from OEM on the letter head of OEM signed by Authorized signatory in case of Authorized Dealer/Distributor of OEM.
 - c) Documentary evidence showing registered in India under Companies Act, 1956 in case of Authorized Dealer/Distributor of OEM.
3. Bidder should have the experience in Manufacturing/supply of Helmet with High Voltage Detection Device for 3 years up to the preceding financial year [2023-24] to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking or Government Department and should have executed one order of 30% of tender quantity for offered item during last three financial years OR two orders each of 15% of tender quantity for offered item during last three financial years OR three orders each of 10% of tender quantity for offered item during last three financial years. The bidder should submit the order completion certificate of the utility for offered item only.

In case of Authorized Dealer / Distributor can claim the experience of OEM for works executed in India.

Upload:

- a) Copies of orders executed and the Certificate from the purchaser with regards to successful execution of the order / supply of quantity for preceding three financial years.
 - b) List of orders in hand.
4. For all tendered material, valid Type test certificates (If applicable) as per MSEDCLs technical specifications (Annexure-D) which are carried out within 5 years prior to the date of opening of tender from NABL or internationally accredited lab shall be

uploaded in the bid. Bids without the Type test certificates shall not be considered for further evaluation.

Upload:

- a) Type test certificates from NABL or internationally accredited lab valid for a period of five years.

5. Average Annual Turnover – The Average annual turnover of last three financial years of the bidder shall be 30% of the tender estimated cost of offered item. The bidder has to submit the annual turnover certificate of the company of last three financial years duly certified by Chartered Accountant.

Upload:

- a) Documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant for preceding three financial years. (As per attached Format-4)

6. The bidder should have in-house testing facilities for conducting acceptance & routine tests in accordance with the procedures laid down in relevant IS /IEC amended up to date. In case of Authorized Dealer/Distributor, OEM should have list of in house manufacturing and testing facilities as well as quality control set up.

Upload:

- a) List of in house manufacturing and testing facilities as well as quality control set up.

7. The bidder shall have ISO certification for quality management system & environmental management system. In case of Authorized Dealer/Distributor, OEM shall have ISO certification for quality management system & environmental management system.

Upload:

- a) ISO for quality management system.
- b) ISO for environmental management system.

8. The Annexure-0 regarding declaration of participation as New Supplier in the tender is not applicable.

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

Upload:

- a) Documentary evidence (for e.g. Udyam Registration/NSIC/Chartered Accountant/Engineer Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
- b) Certificate from Chartered Accountant for not having controlling stake in more than one entity as per attached Format-3.
- c) Annexure-F regarding declaration of legal litigations.
- d) Annexure-I regarding debar undertaking.
- e) Self-undertaking on bidders letter head for not approaching any one for undue influence as per attached Format-2.

- f) GST registration certificate.
- g) EMD receipt (Bank Guarantee or Demand Draft)
- h) Power of attorney.
- i) Certificate for No Deviation as per attached Format-5.

ANNEXURE - "B"

QUANTITY, PRICE AND DELIVERY PERIOD

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

ANNEXURE 'C-1'

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

APPLICABLE FOR INDUSTRIAL UNITS FROM MAHARASHTRA ONLY Marketing Assistance and Purchase Preference to the units from Maharashtra (refer Clause XVIII of Instructions to Bidders):-

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

.....

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

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

.....

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

Note:-

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

ANNEXURE- 'D'

TECHNICAL SPECIFICATION

As Indicated in E-Tendering

ANNEXURE-E

CONSENT FOR MSEDCL STANDARD TECHNICAL SPECIFICATIONS & GTP

Not Applicable

ANNEXURE-F

(On supplier's Letter Head)

I, certify that,

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

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

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

ANNEXURE -G

PRICE VARIATION CLAUSE

Not Applicable

ANNEXURE - H

GUARANTEED TECHNICAL PARTICULARS

As indicated in E-Tendering GTP Parameter

ANNEXURE - I

(On supplier's Letter Head)

I, certify that,

- a. The business dealings with our firm / agency M/s..... have not been debarred by any Ministry of GoI / GoM / state owned electricity distribution utility and still in force.

- b. The Directors, Proprietors, Partners, Employee(s) or owner of our firm / agency M/s..... have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

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

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

ANNEXURE - J

(On MSEDCL Letter Head)

Dispatch Instructions

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

(SAP CONTRACT No: -----)

To,

M/s. -----

Email: -----

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

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

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

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

Dear Sir,

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

Sr. No.	Consigned to	Meant for Circle	Meant for Zone	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 sincerely,

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, -----

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 Chhatrapati Sambhajnagar	MIDC Plot No. J-13, Opp. Garware Stadium, Naregaon Phata, Chikhalthana, Chhatrapati Sambhajnagar.
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.

ANNEXURE – L

Format for Inspection Call Readiness of Material

Ref. No.

Date:

To,
The CE (MMD),
Prakashgad, Bandra (E),
Mumbai - 400051.

Sub: Inspection Readiness of material against A/T No. ----- dated. ----- for
Supply of -----.

1. Brief description of the material Offered for inspection:
2. Reference of drawing Approval :
3. a) Reference of approval of type test:
b) Reference of approval of balance type test (If applicable):
4. Whether it is a joint inspection with Testing SE (TQA) etc. (if applicable):
5. a) Whether Performance Deposit has been paid against the order:
b) if paid, please give details:
6. Sr. No. of the items as per A/T:
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 A/T 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.:
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:
15. Last visit of our Inspecting Officer:
16. a) Whether the entire material is dispatched against last inspection. (Our EE[IW]
will ensure before inspection of this lot that the earlier inspected lot is already
dispatched)
b) Quantity dispatched
17. Further programme of production Quantity likely to be offered & by what date:

Authorized Signature
For (Name of the Firm).

ANNEXURE – M
BANK GUARANTEE FORMAT

EARNEST MONEY DEPOSIT BANK GUARANTEE AGAINST TENDER

B.G. No. & DATE:

The Bank of _____(full address of Branch) hereby agree unequivocally and unconditionally to pay, at Mumbai within 48 hours, on demand in writing from the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION 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 DISTRIBUTION 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 DISTRIBUTION CO. LTD.(name of the company-formerly known as M.S.E.B.).

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

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

Place:

Date:

Sign-----

For-----

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

Please note that:

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

ANNEXURE – N

BANK GUARANTEE FORMAT

FORM OF BANK GUARANTEE FOR THE PERFORMANCE OF THE EQUIPMENT

B.G. No.& Date:

This deed of Guarantee is made thisday 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 DISTRIBUTION 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 DISTRIBUTION 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 10% of the total contractprice as given in the said contract on supplying the complete material as per the contract by the debtor failing which the surety does undertake to pay to the creditor on demand such amount of amounts as the surety may be called upon to pay not exceeding in the aggregate sum of Rs./- (Rupees.....only).
2. The surety hereby guarantee to the creditor the due performance and observance by the debtor of the terms and conditions of the contract.
3. The surety also agrees that it shall not during the currency of the guarantee herein given or during the period of its execution revoke the same even by giving notice to the creditor.
4. On account of the non-fulfillment of the contractual obligation by the debtor or in case the surety or contractor do not renew this guarantee bond as herein provided, the surety will on simple demand from the creditor, pay at Mumbai the creditor, the sum of Rs.....(Rupeesonly) as indicated under clause -1 above, without demure and without the creditor to invoke any legal remedy that may be available to them to compel the surety to pay the same even if the debtor consider such demand of the creditor unjustified.
5. The surety agrees and declares that notwithstanding anything contained in Section 133 to 135 of the Indian Contract Act 1872 (IX of 1972) or any other rule of law or equity in the

view of any variance in the terms of the said contract shall not operate as a discharge of his obligations hereunder or shall any composition made by the creditor with debtor in 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

2) Name & Address

Signature

Please Note:

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

ANNEXURE-O
(On bidders' letter head)

CONSENT FOR PARTICIPATION IN TENDER AS NEW SUPPLIER

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

I/We hereby declare and confirm that we are participating in the tender no.....as New
Supplier / Regular Supplier for particular rating as specified in the following table and agree to
supply the material as per terms and conditions of the said tender.

Sr. No.	Item Description	Regular Supplier (Yes/No)	New Supplier (Yes/No)
1	-----		
2	-----		

Note: 1) Bidder has to provide only one "Yes or No" against particular rating.

- 2) If for any particular rating bidder has given the option "Yes" for both the types (Regular & New Suppliers) then option for "Regular Supplier" will be considered and evaluation will be carried out as per Regular Suppliers criteria only.
- 3) If for any particular rating bidder has given the option "No" for both the types (Regular & New Suppliers) then it will be presumed that bidder has not quoted for that particular rating.

Yours faithfully,

Signature & Seal of company,

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

Address:

FORMAT 1

ANNEXURE – U-I

“INDEMNITY BOND”

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

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

Dear Sir:

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

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

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

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

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

Yours faithfully,

(Authorised Signatory)

For _____

FORMAT-2

Undertaking for not approached any one for undue influence.

(To be submitted on letter head of the bidder)

Tender No. MMD/T-..... for supply of

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)

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-..... for supply of

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.)

FORMAT-4Format of Certificate from Chartered Accountant for Average Annual Turnover
(To be submitted on Letter Head of the Chartered Accountant)

Tender No. MMD/T-..... for supply of

TO WHOM SO EVER IT MAY CONCERN

We have examined the audited financials of M/s _____, having its registered office at _____, for the financial years. 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 & Name of C.A. with Regn. No. & UDIN No.)

FORMAT-5

Format for No Deviation Form

(To be submitted on letter head of the bidder)

Tender No. MMD/T-..... for supply of

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:

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	56055900739	Helmet with High Voltage Detection Devic	NO	20000	40151900								

Delivery Details

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

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

Confirmation Details

We Confirm The Following :

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

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

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

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

Technical Specification Item: Helmet with High Voltage Detection Device



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

Helmet with High Voltage Detection Device

For

DISTRIBUTION SYSTEM

IN

MSEDCL

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL



Technical Specification of Helmet with High
Voltage Detection Device
for
MSEDCL

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

INDEX

Sr. No.	Particulars
1.	Scope
2.	Service conditions
3.	Standards
4.	General Technical Specifications
5.	Testing facilities
6.	Inspection
7.	Drawings
8.	Schedules Schedule A Schedule B Schedule C
9.	General Technical Particulars

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

Technical Specification for Helmet with High Voltage Detection Device.

1. Scope :

The specification covers the material supply for warn and alert in advance when it comes in close vicinity with Low voltage as well as High Voltage. Low Voltage can be sensed from close proximity of few inches, however high voltage can be sensed from far distance. The device can effectively sense and detect 11kV,22kV and 33 kV High voltage line in the Distribution Network of Maharashtra State Electricity Distribution Company Ltd.

APPLICATION:

Helmet with High Voltage Detection Device are found to be very useful for technical staff while attending breakdowns on High or Medium voltage lines or composite line HT LT Lines, by warning or alert on the device Helmet with High Voltage Detection Device will save many lives of operation and maintenance staff.

2. Service conditions:

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

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

3. Standards:

Unless otherwise specified, the equipment shall conform to latest applicable Indian standard of equivalent IEC, British of USA standard and in particular to the following standard (or equivalent IEC British, USA standard):

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

a) IS:2925-1984 Specification for Industrial Safety Helmet

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

4.0 GENERAL TECHNICAL REQUIREMENTS:

Supply of Helmet with HV Detection Device. ISI Marked Safety (IS2925 : 1984) Helmet made of HDPE material. Helmet must have 8 point LDPE harness to offer optimum shock absorption. Brushed cotton foam sweatband with at-least 2mm foam for increased comfort to the wearer. Nylon chin-strap for enhanced fit and protection. Suspension harness with wheel ratchet for ease of adjustment for suiting the required head diameter. The helmet must have circumference range of 520 to 600mm. Provision for mounting of HV Device. Relevant IS certification and test reports must be furnished with the tender document. HVDD must be light in weight, easy to mount on the upper front of the helmet. Must have Audio (Buzzer) + LED indication for HV detection. Detection range for 11KV should be more than 6 feet. Must be powered with 6F22 battery for louder sound and better performance. Battery compartment must be separated physically from the circuit to prevent leakage of battery chemicals in to the circuit compartment.

Helmet Technical Specifications:

Sr No	Parameter	Value/Description
1	Colour Of Helmet	Yellow
2	Helmet Material	HDPE
3	Helmet Certifications	ISI / IS 2925:1984
4	Helmet Circumference Range	520 - 600mm
5	Helmet Weight	Not more than 385 Grams + 2%
6	Suspension	Nylon Suspension
7	Harness Material	Nylon
8	Harness Diameter Adjustment	Must be provided with Wheel Ratchet
9	Sweat Band	Must be Provided
10	Sweat Band Type & Size	Brushed cotton formed of at least 2mm thickness
11	Provision for mounting of HVDD	Provision for Mounting of HVDD must be provided
12	Chin Strap	Must be Provided
13	Chin Strap Material	Nylon
14	Provision of Rain Water / Water gutter	Must be Provided
15	Warranty	1 year

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

Technical Parameters of High Voltage Detection Device

Technical Parameters of HVDD

Sr No	Parameter	Value/Description
1	Operating principle	Induction & Capacitive coupling
2	Power Source	Battery
3	Circuit base	IC based
4	Powering Method	Toggle Type ON / OFF Switch
5	Field Enhancement System	Antenna must be provided
6	Detection Range for 11KV	Must be more than 6 Feet
7	Operating Range	220VAC to 400KV
8	Alert	Buzzer beeping + LED
9	Battery Voltage	9V
10	Battery Type	BF2211
11	Battery Compartment	Must have separate Battery Compartment must be provided to prevent battery leakage into circuit area
12	Circuit Compartment	Must have separate circuit compartment for additional circuit protection
13	Mounting of HVDD	HVDD must have suitable arrangement such that it can be mounted and unmounted on the front side of the helmet as desired by user. Device should under no circumstances be mounted inside the helmet. No loose clips without firm mounting arrangements shall be acceptable.
14	Weight of HVDD	Not more than 90 grams \pm 5%
15	Warranty	1 Year
16	Availability of Spare Parts	5 Years
17	Country of Origin	Preference for Make in India

7.0 Test on Helmet and High Voltage Detection Device :

All tests shall be carried as per the relevant standard. Tests shall comprise of tests and Acceptance Tests.

7.1 Tests :

The product shall be fully tested as per relevant latest IEC or other standards. Following type test reports shall be submitted with the technical bid. These tests must have been conducted on the offered items in the NABL or internationally accredited laboratory within last Five years prior to date of validity of the offer.

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

All the equipment's offered shall be fully tested as per the relevant standards, amended up- to-date. The supplier shall furnish the test reports and certificate of accreditation issued by the testing authority along with the offer. These tests must not have been conducted earlier than **Five** years from the date of opening of bids.

In case these tests are conducted earlier than **Five** years, all the tests as per the relevant standards shall be carried out by the successful bidder in the presence of purchaser's representative at free of cost before commencement of supply. The undertaking to this effect should be furnished along with the offer without which the offer shall be liable for rejection.

The Purchaser reserves the right to demand repetition of some or all the tests in the presence of his representative. For this purpose the supplier may quote unit rates for carrying out each type test.

For any change in the design/type already tested and the design/type offered against this specification, the purchaser reserves the right to demand repetition of tests without any extra cost before commencement of supply. In this case the bidder shall bring out in his offer all such changes made in components, materials, design etc. as the case may be.

The company shall have the option to carry out various tests including type tests as per specification on the samples selected at random from the supplies effected, to ensure that the supplies conform in quality and workmanship to the relevant specification. The testing shall be done at an independent laboratory at company's cost. Due notice shall be given to supplier for such sample selection and such testing thereof to enable him to be present for the same if so desired by him. If the supplier or his authorized representative fails to attend the sample selection and testing, the same shall be carried out unilaterally by the company and the result thereof shall be binding upon the supplier. In case the sample selected from the supplies fails to withstand the required tests, then:-

- a. For first time failure of sample, supplier shall have to replace the full quantity of the respective inspected lot supplied to various Stores and lying unused at Stores.
- b. For the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied shall be made.
- c. In respect of further supplies made against the order, if failure of samples is noticed (i.e., second time failure against the order) then the quantity lying unused at various Stores shall be rejected.
- d. For the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied shall be made.
- e. Balance quantity against the order including the rejected qty. shall be cancelled without any liability on either side.
- f. The firm will be debarred from dealing with the company up to a period of three years from the date of rejection.

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

8.0 Drawings :

The bidders will have to submit the drawings (General Arrangement , constructional details), Helmet with High Voltage Detection Device and bill of material with offer. The successful bidder will have to submit the final drawings for approval of office of the Chief Engineer (Testing) and shall get it approved before commencement of supply .

9.0 Testing Facilities

The tenderer must clearly indicate what testing facilities are available in the works of manufacture and whether the facilities are adequate to carry out all Acceptance and Type tests. These facilities should be available to MSEDCL's Engineers, if deputed to carry out or witness the tests in the manufacturer's works. If any of the tests can not be carried out in the manufacturer works, the same should be clearly stated.

10.0 Inspection :

All tests and inspection shall be made at the place of manufacturer unless otherwise specially agreed upon by the manufacturer and the purchaser. The manufacturer shall provide the purchaser all reasonable facilities, without charge to satisfy him that the material is being supplied in accordance with this specification.

11.0 Schedule:

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

Schedule A ----- Guaranteed Technical Particulars.

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

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

12.0 Performance Guarantee :

However any engineering error, wrong provision, etc which do not have any effect on the time period, shall be attended to as and when observed /pointed out without any price implication.

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

Schedule 'A'

Guaranteed Technical Parameters of Helmet			
Sr No	GTP Parameter	Required Parameter	Offered Values (To be Filled by the Bidder)
1	Name of Manufacturer	As per Bidder	Text
2	Colour Of Helmet	Yellow	Text
3	Helmet Material	HDPE	Text
4	Helmet Certifications	ISI / IS 2925:1984	Text
5	Helmet Circumference Range	520 - 600mm	Text
6	Helmet Weight	Not more than 385 Grams + 2%	Text
7	Suspension	Nylon Suspension	Text
8	Harness Material	Nylon	Text
9	Harness Diameter Adjustment	Must be provided with Wheel Ratchet	Text
10	Sweat Band	Must be Provided	Text
11	Sweat Band Type & Size	Brushed cotton formed of at least 2mm thickness	Text
12	Provision for mounting of HVDD	Provision for Mounting of HVDD must be provided	Text
13	Chin Strap	Must be Provided	Text
14	Chin Strap Material	Nylon	Text
15	Provision of Rain Water / Water gutter	Must be Provided	Text
16	Warranty	1 year	Text

Technical Specification of Helmet with High Voltage Detection Device for MSEDCL

Guaranteed Technical Parameters of High Voltage Detection Device			
Sr No	GTP Parameter	Required Parameter values	Offered Values (To be Filled by the Bidder)
1	Name of Manufacturer	As per Bidder	Text
2	Operating principle	Induction & Capacitive coupling	Text
3	Power Source	Battery	Text
4	Circuit base	IC based	Text
5	Powering Method	Toggle Type ON / OFF Switch	Text
6	Field Enhancement System	Antenna must be provided	Text
7	Detection Range for 11KV	Must be more than 6 Feet	Text
8	Operating Range	220V AC to 400kV	Text
9	Alert	Buzzer beeping + LED	Text
10	Battery Voltage	9V	Text
11	Battery Type	BF 2211	Text
12	Battery Compartment	Must have separate Battery Compartment must be provided to prevent battery leakage into circuit area	Text
13	Circuit Compartment	Must have separate circuit compartment for additional circuit protection	Text
14	Mounting of HVDD	HVDD must have suitable arrangement such that it can be mounted and unmounted on the front side of the helmet as desired by user. Device should under no circumstances be mounted inside the helmet. No loose clips without firm mounting arrangements shall be acceptable.	Text
15	Weight of HVDD	Not more than 90 grams \pm 5%	Text
16	Warranty	1 Year	Text
17	Availability of Spare Parts	5 Years	Text

Helmet with High Voltage Detection Device

GTP Order Sequence	GTP Parameters	Date Type
1	Helmet-Name of Manufacturer	TEXT
2	Colour Of Helmet	TEXT
3	Helmet Material	TEXT
4	Helmet Certifications	TEXT
5	Helmet Circumference Range	TEXT
6	Helmet Weight	TEXT
7	Helmet-Suspension	TEXT
8	Helmet-Harness Material	TEXT
9	Helmet-Harness Diameter Adjustment	TEXT
10	Helmet-Sweat Band	TEXT
11	Helmet-Sweat Band Type & Size	TEXT
12	Helmet-Provision for mounting of HVDD	TEXT
13	Helmet-Chin Strap	TEXT
14	Helmet-Chin Strap Material	TEXT
15	Helmet-Provision of Rain Water / Water gutter	TEXT
16	Helmet-Warranty	TEXT
17	HVDD-Name of Manufacturer	TEXT
18	HVDD-Operating principle	TEXT
19	HVDD-Power Source	TEXT
20	HVDD-Circuit base	TEXT
21	HVDD-Powering Method	TEXT
22	HVDD-Field Enhancement System	TEXT
23	HVDD-Detection Range for 11KV	TEXT
24	HVDD-Operating Range	TEXT
25	HVDD-Alert	TEXT
26	HVDD-Battery Voltage	TEXT
27	HVDD-Battery Type	TEXT
28	HVDD-Battery Compartment	TEXT
29	HVDD-Circuit Compartment	TEXT
30	HVDD-Mounting of HVDD	TEXT
31	HVDD-Weight of HVDD	TEXT

32	HVDD-Warranty	TEXT
33	HVDD-Availability of Spare Parts	TEXT

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Type Test Report	Technical Section	Helmet with High Voltage	Upload type test certificates from NABL or internationally accredited lab valid for a period of five years.
2	BIS License.	Technical Section	Helmet with High Voltage	Upload BIS License.
3	List of Orders in hand.	Commercial Section		Upload list of orders in hand.
4	Turnover Certificate, Balance Sheet, P&L	Commercial Section		Upload documentary evidence showing annual Turnover , Balance Sheet, P&L of last 3 years, certified by Chartered Accountant for preceding three financial years. (As per attached Format-4)
5	Manufacturing and Testing facilities	Commercial Section		Upload list of in house manufacturing and testing facilities as well as quality control set up.
6	ISO Certification	Commercial Section		Upload ISO certification for quality management system & environmental management system.
7	Manufacturing Capacity	Commercial Section		Documentary evidence (for e.g. Udyam Registration/NSIC/Chartered Accountant/Engineer Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand
8	Controlling Stake	Commercial Section		Upload certificate from Chartered Accountant for not having controlling stake in more than one entity as per attached Format-3.
9	Corrupt & Fraudulent Practice declaration	Commercial Section		Submit declaration along with bid as per Clause no. XXXII of Section I regarding corrupt and fraudulent practice
10	Debar undertaking.	Commercial Section		Upload Annexure-I regarding debar undertaking
11	Undue Influence undertaking	Commercial Section		Upload Self-undertaking on bidders letter head for not approaching any one for undue influence as per attached Format-2.
12	GST registration certificate.	Commercial Section		Upload GST registration certificate.
13	EMD receipt (Bank Guarantee or Demand Draft)	Commercial Section		Upload EMD receipt (Bank Guarantee or Demand Draft)
14	Power of attorney.	Commercial Section		Upload Notarized power of attorney in favor of appointed agent / representative.
15	Certificate for No Deviation	Commercial Section		Upload Certificate for No Deviation as per attached Format-5.
16	Udyam Registration	Commercial Section		Documentary evidence in respect of classification of your unit as per Micro, Small and Medium Enterprises Development Act 2006.
17	BIS License	Commercial Section		Upload BIS License.
18	Authorized Dealership from OEM	Commercial Section		Upload the letter for authorized dealership from OEM on the letter head of OEM signed by Authorized signatory in case of Authorized Dealer/Distributor of OEM.

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
19	Orders Executed	Commercial Section		Upload copies of orders executed and the Certificate from the purchaser with regards to successful execution of the order / supply of quantity for preceding three financial years.
20	Company Registration	Commercial Section		Upload documentary evidence showing company registered in India under Companies Act, 1956.
21	Legal Litigations undertaking.	Commercial Section		Upload Annexure-F regarding declaration of legal litigations.