

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		07-01-2025 12:38:23
Tender Code	MMD/T-LTM-01/0125	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Printing & supply of pre-printed computer stationery for LT-IP Bill	
Estimated Cost (In Lakhs)	112.9	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	2	
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	Mr Vijay D Yadav , 7875858686 ,cemmcsedcl@gmail.com	
Pre-Qualifying Req	Refer Clause No. II of section-I of the tender documents	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Material Management Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	To be held Online by Google Meet on dtd. 20.01.2025 at 17:00 Hrs. Google Meet Video call link: https://meet.google.com/eoc-voiw-jqa	
Bid Opening Address	Plot No. G-9, "Prakashgad" First floor, Prof. A.K. Marg, Bandra (E), Mumbai – 400 051.	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	100	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	07-01-2025 17:00	
Tender Sale End Date	28-01-2025 14:00	
Bid Start Date	07-01-2025 17:30	
Bid End Date	28-01-2025 15:00	
Pre-Bid Meeting Date	20-01-2025 17:00	
Techno-Commercial Bid opening on	28-01-2025 15:30	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	Will be declared later	
Winner Selection Date	Will be declared later	
Can Bidder opt for EMD Exemption	YES	
Is Annexure-E [Consent for MSEDCL Standard Technical Specifications and GTP] Applicable ?	NO	



MATERIAL MANAGEMENT DEPTT.
 MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
 Tender No. MMD/T-LTM-01/0125
 Date: 07.01.2025

BID NOTICE

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

Tender No. : MMD/T-LTM-01/0125

Estimated Tender Cost: Rs. 112.90 Lakh

Tender Fee : Rs. 5,900 (Including GST)

The bidder should submit non-refundable Bid Fee of Rs. 5,900 (including GST) paid through online payment only, prior to the dead line for submission of bids as per the procedure led by the MSEDCL.

Earnest Money Deposit:

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

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

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	On Dtd. 07.01.2025
Date and time of Pre bid meeting	On Dtd. 20.01.2025 at 17:00 Hrs. Google Meet Video call link: https://meet.google.com/eoc-voiw-jqa
Closing Sale of Bid Document	On Dtd. 28.01.2025 at 14:00 Hrs.
Date and time of submission of Bids	Upto Dtd. 28.01.2025 at 15:00 Hrs.
Date and time of Bid Opening	On Dtd. 28.01.2025 at 15:30 Hrs.

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TENDER FOR

Printing & supply of pre-printed computer stationery for
LT-IP Bill.

Tender No: MMD/T-LTM-01/0125



**OFFICE OF THE CHIEF ENGINEER,
Maharashtra State Electricity Distribution Co. Ltd.
Material Management Deptt.,
Plot No. G-9, "Prakashgad" First floor, Prof. A.K. Marg,
Bandra (E), Mumbai - 400 051.
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SECTION-I

INVITATION TO TENDER AND INSTRUCTION TO BIDDERS

TENDER FORM (NOT TRANSFERABLE)

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

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

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

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

FOR CHIEF ENGINEER (M.M.DEPTT.)

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INSTRUCTIONS TO THE BIDDERS

I SCOPE OF WORK:

The scope of work under this tender is for printing & supply of pre-printed computer stationery for LT-IP Bill as specified in Annexure-D (Technical Specifications) at various destination sites / stores Centers of the Purchaser in Maharashtra.

Sr. No.	Item Code	Item Description	Tender Quantity in Unit (1Unit=1000Sheets)	Estimated cost of Tender (Lakh)
1.	53301001199	Pre-printed computer stationary for LT-IP Bill	16,200	112.90

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

The list of various destination sites / stores Centers of the Purchaser is enclosed as Annexure 'Q'.

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

The minimum average annual turnover of last three financial years [i.e. FY 2021-22, 2022-23 & 2023-24] of the bidder shall be 30% of the offered value. The bidder has to submit the annual turnover certificate of the company of last three financial years.

2. Manufacturing Experience:

Bidder should have the experience in printing & supply of similar stationary for last three financial years [i.e. FY 2021-22, 2022-23 & 2023-24] to any Electricity Distribution Utility, Electricity Distribution Franchisee or Public Sector Undertaking and should have executed single order of 30% of tender quantity for offered item during last three financial years OR two orders each of 15% of tender quantity for offered item during last three financial years OR three orders each of 10% of tender quantity for offered item during last three financial years. The bidder should submit the order completion certificate of the utility for offered item only. [Experience of Book, Copies, Calendars, forms or similar items with minimum one color will be considered].

3. The vendor should have his own manufacturing facility (Printing Press).

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

5. The bidder shall have ISO certification (ISO 9001 & 14001) for quality management system & environmental management system.

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

- Documentary evidence showing annual turnover of last 3 years [i.e. FY 2021-22, 2022-23 & 2023-24], certified by Chartered Accountant with valid UDIN number for preceding three financial years.
- Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2021-22, 2022-23 & 2023-24].
- Copies of orders executed by the bidder, and the Certificate from the purchaser with regards to successful execution of the order for preceding three financial years.

- List of orders in hand.
- Documentary evidence (for e.g. SSI/NSIC Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
- List of in house manufacturing and testing facilities as well as quality control set up.
- Certificate from Chartered Accountant for not having controlling stake in more than one entity as per clause no VIII(B).
- The vendor should use paper of only the original paper manufacturer as per list enclosed with tender documents.

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 item quoted, bidder shall offer 100% of the advertised quantity & the bidder must submit the documentary evidence issued by relevant Government authority for manufacturing capacity for supply of offered quantity failing which the offer will be rejected.

IV TAXES:

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

V BASIS OF PRICES:

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

VI TESTING OF SAMPLES:

The submitted samples by the bidder shall be tested at any NABL lab as per technical specifications brought out in Annexure-D. The results of NABL Lab shall not be disputed and shall be binding on the bidder. Offers will be considered for bidders whose sample passes the specified requirements during testing at NABL lab.

VII DELIVERY:

- (i) Bidder is requested to quote delivery F.O.R. DESTINATION only & only for the unit of the item specified in Annexure 'B' [i.e. 1 Unit = 1000 Sheets].
- (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 and 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 equated monthly delivery schedule and rate of delivery per month is not indicated.
- (v) The delivery period to be submitted by the bidder for the offered quantity shall be in equated monthly lots from the date of Acceptance of Tender (A/T) to be issued by MM Deptt.
- (vi) Bidder to submit the equated monthly lot schedule in following format:

Material Description	Offered Quantity	Within two months from the date of A/T
Pre-printed computer stationary for LT-IP Bill		

- (vii) The minimum per month requirement of MSEDCL for LT-IP Bill stationary is 8,100 Units [i.e. 1 Unit = 1000 Sheets].
- (viii) MSEDCL may issue dispatch instructions as per requirement. The quantity demanded per consignee could be less/more than or equal to monthly lot specified in contract. Wherever as per demands, 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.

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- (ix) MSEDCL will 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 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.
 - (x) 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.
 - (xi) Time being the essence of contract, the supplier shall strictly maintain monthly delivery schedule.

The bidder is advised to get their Art Work approval immediately after placement of A/T so that the material is received by the purchaser well within the committed delivery period. The bidder shall ensure that the full order quantity must be received by purchaser within 2 months from the date of A/T. 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.

- (xii) MSEDCL tentative requirement is enclosed in Annexure-'Q'. This is for reference purpose only and the circle-wise break up may be modified while issuing Dispatch Instructions against orders to be placed against this tender.
- (xiii) POOR PERFORMANCE:

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

VIII OFFERING THE MATERIAL:

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

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IX CONFLICT OF INTEREST

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

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

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, F.O.R. condition, GST, basis of price (i.e. firm / variable) or if the blanks are left out in the offer, the item / tender shall be rejected.

XII FILLING IN OF ANNEXURE:

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

XIII ADDITIONS/ALTERATIONS PROHIBITED:

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

XIV B.I.S. LICENCE CERTIFICATE :

Not Applicable.

XV MANDATORY REQUIREMENT OF SUBMISSION OF OFFER:

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

XVI SUBMISSION OF DRAWING & BILL OF MATERIAL:

Not Applicable.

XVII NAME OF AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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'C-1' of the bidders, who have quoted above the range of 5% in comparison with the lowest acceptable rates, shall also be considered in case the aforesaid bidders within the range of 5% are unable to fulfill the quantity requirement. In that case also, the date of opening of Annexure 'C-1' will be intimated to the bidders

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

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

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

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

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

Regular Order: Minimum 40% of tendered quantity.

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

Wherein

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

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

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

Matching offers & Quantity allocation:

(a) MSEDCL reserves the right to call matching offers after opening of price bid.

(b) Quantity allocation will be at sole discretion of the MSEDCL.

XIX EARNEST MONEY DEPOSIT (EMD):

The bidder should pay the Earnest Money @ 0.50% (Half Percent) estimated cost of the offered quantity of the tender in the form of BG as per the Annexure-M enclosed with tender documents having validity of 120 days from opening of tender. Reference to the Tender no. should be given in case the EMD is paid by Demand Draft before due date of tender and the relevant deposit amount mentioned in the tender . Interest shall not be allowed on EMD. EMD shall be forfeited (i) in case the bidder withdraws the tender / offer during the validity period (ii) in case the bidder fails to pay the security deposit if the contract is awarded.

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

- =====
- 1) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
 - 2) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 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 'District Industries Centre' (DIC) for EMD exemption.

XX SIGNING OF THE TENDER DOCUMENTS:

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

XXI SUBMISSION / SUPERSCRIBING OF THE TENDER DOCUMENTS:

The offer is to be submitted as follows.

(a) Online Submission:

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

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

- (ii) Price Bid (Part-II)

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

(b) Offline Submission:

Physical submission of documents (Part-III)

Submission of Sample with offer:

MSEDCL specimen sample is to be collected from MM Deptt. Bidder should print their own sample as per MSEDCL specimen sample and technical specifications (Annexure-'D') of tender document. Set of 200 No. of sample printed by bidder is required to be submitted for the quoted item before due date & time of submission of offer. Offer without sample shall be rejected. Refer specifications [Annex-'D'] for details of submission of sample.

Envelope for this part shall contain documents like Type Test Reports, Drawings, Bill of Material, Catalogues etc. wherever applicable as per technical specification and they shall be scanned and these scanned documents to be taken into PDF format on CD media (2 sets) and are to be submitted to EE (LTM) in the office of Chief Engineer, Material Management Dept 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 super scribed with the name and address of bidders and the following information before posting or delivering the same:

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

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

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

XXII TIMELY SUBMISSION OF OFFER:

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

XXIII PURCHASERS RIGHT:

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

XXIV DISREGARD OF TENDER CONDITIONS:

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

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

XXV PROHIBITION FOR POST TENDER CORRESPONDENCE:

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

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

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

XXVII ACCEPTANCE OF TENDER:

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

XXVIII NOTIFICATION OF AWARD:

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

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

XXIX EARNEST MONEY OF UNSUCCESSFUL BIDDER:

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

XXX VALIDITY OF OFFERS:

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

XXXI DECLARATION FROM BIDDER:

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

XXXII CORRUPT OR FRAUDULENT PRACTICES:

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

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

XXXIII INFLUENCE:

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

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

XXXIV TENDER FEES EXEMPTION:

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

- 1) All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
- 2) Micro and Small Enterprises registered under Micro, Small and Medium Enterprises Development Act-2006 only for the items mentioned in their permanent registration certificate at the time of vendor registration.

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- 3) The bidder registered with N.S.I.C. and those who have attached valid N.S.I.C. Registration Certificate at the time of vendor registration.

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

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

XXXV PRE-BID MEETING:

- 1) The bidder or its official representative is invited to attend pre-bid meeting(s) which will take place online through video conferencing. Refer Bid Notice for online link and other details for participation in the pre-bid meeting.
- 2) The purpose of the pre-bid meeting(s) will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the Conditions of Contract (including payment terms and conditions), the technical features of the project, and to clarify issues and to answer questions on any matter that may be raised by the bidders.

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

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

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

XXXVI CLARIFICATION ON DEVIATIONS:

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

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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)**ANNEXURE 'A'****CONDITIONS OF TENDER AND SUPPLY****1) EFFECT OF CONTRACT:**

The contract shall be considered as having come in to force and shall be in operation for a period of 12 months from the date of Acceptance of Tender (A/T). The dispatch instructions shall be issued within this contract validity period. The bidder whose offer is accepted is hereinafter called "the supplier".

2) QUALITY OF SUPPLIES:

All materials supplied shall be strictly as per specification laid down by MSEDCL.

3) MATERIAL AND COMPONENTS:

Not Applicable.

4) RIGHT TO CARRY OUT INSPECTION DURING MANUFACTURING:

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. All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment / materials.

After issuing of Art Work Approval of Sample, inspection of material in the factory will be carried out by inspection officer of MM Deptt as & when required.

5) INSPECTION:

MSEDCL on its sole discretion may get the material inspected and tested by third party NABL lab.

Random sample of LT Bill stationary may be selected from supplied material at any stores & may be tested by MSEDCL as & when required. However, there will not be any effect on the delivery period due to the inspection.

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

- i) The Purchaser reserves its right to revise the dispatch instructions issued along with the order, at the time of giving final clearance for dispatch after inspection of the material. The supplier shall dispatch the material as per the dispatch instruction in accordance with A/T.

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

7) WAGON LOADS / TRUCK LOADS:

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

8) ROAD TRANSPORT:

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

9) DESPATCH INTIMATION:

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

10) BILL OF MATERIALS:

Not Applicable.

11) PACKING LIST:

Not Applicable.

12) REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything 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.

13) REPLACEMENT OF REJECTED MATERIALS:

If, 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 security deposit placed by the supplier for the due fulfillment of the contract.

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

14) MATERIAL DESPATCHED AND PROGRAMME:

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

MONTHLY STATEMENT:

I. Name of Supplier:

II. Reporting Month:

Sr. No.	A/T No.	Material	Item No. as Per A/T	Consignee	RR/LR Delivery Challan No. With date	Date of Actual Receipt of Material	Qty. Dispatched Between 26 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 (MMD) after completing the supplies of a particular order. The copy of this consolidated information shall invariably be forwarded to the respective consignees, failing which; security deposit paid against the contract shall not be released.

15) MATERIAL RECEIPT & SUBMISSION OF BILLS AT CONSIGNEE:

On receipt of material at destination of consignee as per DI, Additional Executive Engineer (MM CELL) 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) Delivery challan.
- c) E-way bill receipt.
- d) 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.

16) PAYMENT OF BILLS:

(i) Terms of payment:

- a. The Bidder shall be paid 100% payment within 60 days from the date of receipt of circle-wise monthly quantity in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- b. However, in respect of Micro, Small and Medium Enterprises 100% payment shall be paid within 45 days from the date of receipt of circle-wise monthly quantity in good condition, against Stores Receipt Notes (S.R. Notes) issued by the concerned consignee.
- c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within stipulated time. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of order, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
- d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 along with bills in triplicate to facilitate payment with a copy to the Chief Engineer of respective Zone.

(i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.

(ii) E Way Bill

(iii) Copy of Acceptance letter of Permanent Bank Guarantee / Security Deposit Certificate.

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

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

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

Circle-wise monthly quantity when delivered in installments, the date of delivery and due date of payment will be counted after the receipt of the entire quantity for that month of that circle.

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

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

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- (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 the date of delivery of last consignment of the order.

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

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

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

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

20) LIFTING OF REJECTED/DAMAGED MATERIALS FROM STORES:

- (i) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged / rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the

Purchaser of the cost of the material / equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards handling, demurrage / wharfage / undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.

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

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

21) LIQUIDATED DAMAGES FOR LATE DELIVERY:

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

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

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

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

22)ORDER PLACED ON TIME PREFERENCE BASIS :

Not Applicable.

23)FORCE MAJEURE CLAUSE:

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

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

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

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

25)PERFORMANCE OF CONTRACT:

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of

the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 21 as stated above i.e. Liquidated damages for late delivery.

26) SECURITY DEPOSIT:

- (i) The supplier shall pay the security deposit within 15 days @ 3% of the value of the order.
- (ii) SD applicable will be 2% of the order value for all Government and semi Government Institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions.
- (iii) Units registered with Directorate of Industries, District Industries Center & Central stores Purchase Organisation, Mumbai and Micro and Small Enterprises registered with N.S.I.C. and Micro Small and Medium Enterprises Development Institute (MSMEDI) shall be exempted from payment of SD for value of order up to Rs. 25,000/- and if the value of order is above Rs. 25,000/-, then SD @ 3% or Rs. 10,000/- whichever is lower will be payable against the contract excluding first amount of Rs. 25,000/-
Benefits mentioned in (ii) & (iii) above shall be available only to those items approved during registration process and subsequent updates thereof till date of submission of this tender.
- (iv) Failure to make payment of SD within 15 days as above will be viewed seriously and the contract awarded shall be liable to be terminated at the risk and cost of the supplier and the supplier shall be solely responsible for the consequences arising out of such termination.
- (v) The amount of SD shall be valid for a period of 90 days beyond guarantee period of the last lot of the equipment.
- (vi) No interest / compensation shall be paid to contractor for retaining the SD after the end of said period.
- (vii) The security deposit shall be paid in favour of Purchaser by way of:
 - (a) Demand Draft on any Nationalized / scheduled bank in Mumbai or
 - (b) When the amount exceeds Rs. 10,000/-, Security deposit shall be paid by bank guarantee in the standard form of purchaser from any Nationalized/ scheduled bank valid for 90 (ninety) days from the date of expiry of the guarantee period of last consignment of materials as specified in guarantee clause given in conditions of Tender and supply.
- (viii) This security deposit in DD or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on:
 - (a) his failure to execute this order or
 - (b) any other contract and
 - (c) in the event of non fulfillment of the terms and conditions of the contract.

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(d) Non completion of guarantee period of the supplied equipments /material.

27)POWER OF ATTORNEY:

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

28)SETTLEMENT OF DISPUTE:

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

29)JURISDICTION:

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

30)TERMINATION OF CONTRACT

- i) 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.
- ii) In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification and the performance of the supplied material is not found satisfactory, the Purchaser shall exercise in discretionary power either,
 - i) 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

 - ii) to cancel the contract reserving Purchaser's right to recover damages Plus GST as may be applicable.

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

In the event of risk purchase of stores of similar description, the option of the Purchaser shall be final. In the event of action taken under (a) or (b) above, the supplier shall be liable for any loss which the Purchaser may sustain on that account

but the supplier shall not be entitled to any saving on such purchases made against default.

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

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

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

32) TAX DEDUCTED AT SOURCE:

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

33) SPECIAL TERMS & CONDITIONS:

a) Art work approval / modification:

The supplier should ensure art work approval within the time limit as below for ensuring alignment. Otherwise, the supplier will be liable for penalty against delay in submission of 1st proof / corrected proof as under in addition to the Liquidated Damages for Late Delivery:

	Activity	Period Permitted	Amount of Penalty if delayed.
a)	Collection of Specimen of Artwork from C.E. [MMD]	2 days from the date of A/T	Nil
b)	Submission of 1 st proof [By hand] to C.E.[MMD] [200 sample sheets of matching proof]	7 days from the date of A/T	Half percent per week on value of the demanded quantity [i.e. D.I. quantity].
c)	Submission of corrected proof, if required [By hand] to C.E.[MMD] [200 sample sheets of matching proof]	3 working days from the date of issue of MSEDCL letter/e-mail for correction.	Half percent per week on value of the demanded quantity [i.e. D.I. quantity].

In the above table, the details of “Activity”, “Period permitted” & “Amount of penalty, if delayed” are for the first time art work approval. However, for the subsequent art work approval for the Dispatch Instruction (D.I.) 2, 3 etc., “Date of A/T” under the column of “Period Permitted” in above table will please be treat as date of respective D.I.

If, the due date of submission of sample happens to be holiday, the next working day will be considered as a due date of submission. Further, in case of modifications in sample from MSEDCL side after issuing of sample by MSEDCL, then the ‘Period Permitted’ for submission of supplier’s sample shall be counted from the date of issuing of Final sample instead of previous sample.

The Art work approval must be got approved by the supplier from C.E.[MM Dept.], MSEDCL, Prakashgad, Bandra (E), Mumbai – 51 with each demand and copy of approval of the same

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shall be made available to concerned store offices with each installment/supply of material. The stationery will not be accepted without the art work approval from C.E. [MM Dept].

It may be noted that; matter & advertisement on the bill will be approved by MM Dept as a 'art work approval' at the same time. After approval of artwork by MMD, advertisement may be updated by C.E. [Commercial]/Chief P.R.O. as & when required. The same should be printed on bills immediately after advertisement approval of C.E.[MMD] under intimation of C.E. [Commercial] & Chief P.R.O.

b) The printing and distribution of pre-printed computer stationary for LT-IP Bill is to be carried out within the specified time limit. In case of the failure on part of MSEDCL due to certain administrative difficulties, suppliers will not be given any compensation.

c) VERIFICATION OF MATERIAL SUPPLIED:

The Purchaser shall have the option to carryout 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 independent laboratory at Purchaser's cost. The result shall be binding upon the supplier.

In case the sample selected from the supplies fails to withstand the required tests, then

I. for the first time failure of sample,

(a) 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 plus applicable taxes, if any shall be made AND

II. in respect of further supplies made against the order, if failure of sample is noticed (i.e. second time failure against the order),

(a) the quantity lying unused at various Stores shall be rejected.

(b) for the quantity already accepted against the order and used, deduction in price of 10% of the value of material supplied plus applicable taxes, if any shall be made,

(c) balance quantity against the order including the rejected quantity shall be cancelled without any liability on either side,

(d) the firm will be debarred from dealing with the Purchaser upto a period of three years from the date of rejection.

ANNEXURE 'C-I'**[To be submitted later on 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.

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Annexure- I
(Debar undertaking format)

(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- K**List of Stores**

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

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 DISTRIBUTUION CO. LTD. (name of the company formerly known as M.S.E.B.) on behalf of M/s _____(Address as per MSEDCL REGISTRATION) who have tendered and/or contracted or may tender or contract hereafter for supply of materials. Equipments or services to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION CO. LTD. against Tender No. ----- dated ----- total value of Tender is Rs. -----

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

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

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

Place:

Date:

Sign-----

For-----

(Banker's Rubber Seal & 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.

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Annexure-O

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

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

Dear Sir,

Sub: Undertaking against Tender MMD/T-LTM-01/0125 for procurement of Pre-printed computer stationary for LT-IP Bill.

-- Regarding submission of paper samples on behalf of bidders.

A) For Original Manufacturer:

We, M/s. -----(name of original manufacturer)----- original manufacture of printing & writing paper undertake that M/s. -----(name of bidder) ----- requested us to allow our make of paper sample to be submitted which is A4 size, white, high bright, surface sized & Maplitho printing paper confirming to IS:1848 with latest amendment having 80GSM (+/-4% Tolerance), Min. 85% Brightness & Min. 84% Opacity to be used for pre-printed computer stationary paper for LT-IP Bill of subject tender before due date of tender submission. We hereby give our consent for the same. In case placement of order, we agree to supply Paper for pre-printed computer stationary for LT-IP Bill as per above tender Specifications to M/s.----- (name of bidder) -----.

Yours Faithfully,

(Authorized Signatory)

For Original Manufacturer

of pre-printed computer stationary paper

Seal of Original Manufacturer

B) For Authorized Dealer:

We, M/s. -----name of authorized dealer)-----authorized dealer of printing & writing paper undertake that M/s. -----(name of bidder) ----- requested us to allow ----(name of make of paper)----- paper sample which is A4 size, white, high bright, surface sized & Maplitho printing paper confirming to IS:1848 with latest amendment having 80GSM (+/-4% Tolerance), Min. 85% Brightness & Min. 84% Opacity to be used for pre-printed computer stationary paper for LT-IP Bill of subject tender before due date of tender submission. We hereby give our consent for the same. In case placement of order, we agree to supply Paper for pre-printed computer stationary for LT-IP Bill as per above tender Specifications to M/s.----- (name of bidder) -----.

Yours Faithfully,

(Authorized Signatory)

For authorized dealer

of pre-printed computer stationary paper

Seal of Authorized Dealer

[Note: In case of authorized Dealer, Dealer is required to submit certificate received from Original Manufacturer in addition to above].

Annexure-'Q': Circle wise Tender Quantity for LT-IP Bill Stationary

S.N.	STORE	CIRCLE	Tender Quantity in Unit (1Unit=1000Sheet)
			(Unit)
A		B	J = I
1	CH. SAMBHAJINAGAR	CH. SAMBHAJINAGAR(U)	384
2		CH. SAMBHAJINAGAR(R)	312
3		JALNA	180
Aurangabad Zone			876
4	LATUR	LATUR	360
5	DHARASHIV	DHARASHIV	192
6	BEED	BEED	240
Latur Zone			792
7	NANDED	NANDED	336
8	PARBHANI	PARBHANI	180
9		HINGOLI	84
Nanded Zone			600
A'BAD REGION			2,268
10	AKOLA	AKOLA	252
11		WASHIM	108
12	KHAMGAON	BULDHANA	276
Akola Zone			636
13	AMARAVATI	AMARAVATI	468
14	YAVATMAL	YAVATMAL	276
Amaravati Zone			744
15	KAMPTEE	NAGPUR (U)	576
16		NAGPUR (R)	264
17		WARDHA	204
Nagpur Zone			1,044
18	TUMSAR	BHANDARA	144
19		GONDIA	120
Gondia Zone			264
20	CHANDRAPUR	CHANDRAPUR	228
21		GADCHIROLI	120
Chandrapur			348
NAGPUR REGION			3,036
22	PHURSUNGI	BARAMATI	324
23	SATARA	SATARA	408
24	SOLAPUR	SOLAPUR	624
Baramati Zone			1,356
25	SANGLI	SANGLI	408
26	KOLHAPUR	KOLHAPUR	1,020
Kolhapur Zone			1,428
27	PHURSUNGI	PUNE (R)	540
28		RASTAPETH (U)	672
29		GANESHKHIND (U)	960
PUNE Zone			2,172
PUNE REGION			4,956
30	JALGAON	JALGAON	624
31		DHULE	336
32		NANDURBAR	180
Jalgaon Zone			1,140
33	NASHIK	MALEGAON	144
34		NASHIK	612
35	A' NAGAR	A' NAGAR	600
Nashik Zone			1,356
36	NETIVALI	KALYAN CIRCLE - I	180
37		KALYAN CIRCLE - II	420
38	PALGHAR	VASAI	900
39		PALGHAR (MINI)	240
Kalyan Zone			1,740
40	RATNAGIRI	RATNAGIRI	240
41	KUDAL	SINDUDURG	144
Kokan Zone			384
42	AIROLI	THANE (U)	480
43		WASHI	600
44		PEN	240
Bhandup Zone			1,320
BHANDUP REGION			5,940
MSEDCL TOTAL			16,200

Note: Above circle-wise requirement is for reference purpose only and it may be modified.

Annexure-R**(Summary of Manufacturing Experience against Qualifying Requirements)**

We hereby certify that following purchase orders are executed by us during [i.e. FY 2021-22, 2022-23 & 2023-24] for material mentioned below from the Electrical Utilities/ Government departments/Discoms/SEBs:

Sr. No.	Item Description	Purchase Order Name	Purchase order No.	Purchase Order Date	Order quantity with unit	Supplied quantity with unit	FY period of order execution	Order quantity equivalent to No. of A4 sheets of LT-IP Bill stationary (order quantity to be converted for calculation of order experience quantity)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

Also enclose following in support to above summary sheet of Experience [Annexure - R]:

- 1] Separate sheet for detailed calculations for col. No.(9).
- 2] Order copy.
- 3] Order Execution Certificate certified by Purchaser / Chartered Accountant.

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List of required documents

Sr. No.	Details of required Document	Clause Reference
1.	Turnover Certificate Turnover certificate for last 3 years [i.e. FY 2021-22, 2022-23 & 2023-24] duly certified by Chartered Accountant	Cl. No.II (1) of Sec.-I
2.	Certificate of Executed Orders Order & Execution Certificate to fulfill Cl. No.II (2) & (6) of Section-I for one/two/three orders during i.e. FY 2021-22, 2022-23 & 2023-24. Also summary to be submitted as per Annexure-'R'.	Cl. No.II (2) of Sec.-I
3.	MSME Certificate Documentary Evidence in respect of classification of your unit as per Micro, Small and Medium Enterprises Development Act 2006 (UDYAM).	Cl. No.II (3),(6), XVIII, XIX, XXXIV of Sec.-I
4.	ISO certification ISO 9001 & 14001 for quality management system & environmental management system	Cl. No.II (5) of Sec.-I
5.	Profit, Loss & Balance Sheet Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2021-22, 2022-23 & 2023-24]	Cl. No.II (6) of Sec.-I
6.	Capacity confirmation documents Documentary evidence issued by relevant Government authority for manufacturing capacity for supply of offered quantity (MSME/NSIC etc. certificate with item-wise capacity details)	Cl.No.III (ii) of Sec.-I
7.	GST Registration Certificate Documentary Evidence in respect of registered under the GST Law	Cl.No.IV(i) of Sec.-I
8.	Controlling Stake Undertaking Certificate duly certified by C.E./C.A. that the person/entity does not have controlling stake in more than one entity applied for the Tender/Bid.	Cl.No.VIII(B) of Sec.-I
9.	EMD payment details Copy of Money Receipt/D.D. for paid EMD.	Cl. No.XIX of Sec.-I
10.	Debar undertaking The bidder shall submit the declaration along with the bid that you are not blacklisted/ debarred by any organization for last 5 years.	Cl.No.XXXI of Sec.-I & Annexure-I
11.	Undue Influence undertaking The bidder shall submit the undertaking certifying that you have not approached any one for undue influence.	Cl.No.XXXIII of Sec.-I
12.	Undertaking from Paper Manufacturer/Authorized Dealer Undertaking to be given by Original Manufacturer/Authorized Dealer of Paper	Cl. No. 5 of Annex.-D & Format – O
13.	Delivery details Delivery details in tabular format with monthly lot schedule	Cl. No.VII(vi) of Sec.-I
14.	Plant, Machinery & Manpower Details	Cl. No.II(2) of Sec.-I
15	Sample Submission Letter Letter for submission of Sample against the Tender	Cl.No.XXI of Sec-I

Consumer No. : Consumer Name : Address : Village : Pin Code :	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">BILL DATE :</td> <td style="width: 50%; text-align: center;">₹</td> </tr> <tr> <td>DUE DATE :</td> <td style="text-align: center;">₹</td> </tr> <tr> <td>IF PAID UPTO</td> <td style="text-align: center;">₹</td> </tr> <tr> <td>IF PAID AFTER</td> <td style="text-align: center;">₹</td> </tr> <tr> <td colspan="2">Last Receipt No./Date :</td> </tr> <tr> <td colspan="2">Last Month Payment :</td> </tr> <tr> <td colspan="2">Scale / Sector :</td> </tr> </table>	BILL DATE :	₹	DUE DATE :	₹	IF PAID UPTO	₹	IF PAID AFTER	₹	Last Receipt No./Date :		Last Month Payment :		Scale / Sector :	
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IF PAID UPTO	₹														
IF PAID AFTER	₹														
Last Receipt No./Date :															
Last Month Payment :															
Scale / Sector :															

E-mail :	Activity :
Mobile No.:	Meter No.:
Sanctioned load (KW).	Connected Load (KW) :
Contract Demand (KVA) :	50% of Con. Demand (KVA) :
Tariff :	

Date of Connection :	Category :	GSTIN :
Supply at :	Elec. Duty :	PAN :
Prev. Highest (Mth) :	Prev. Highest Bill Demand (KVA) :	
Security Deposit Hold Rs. :	Addl. S.D. Demanded Rs. :	
Bank Guarantee Rs.:	S. D. Arrears Rs. :	

BILLING HISTORY			
Bill Month	Units	Bill Demand (KVA)	Bill Amount

CUSTOMER CARE Toll Free No.

1800-233-3435
1800-212-3435
1912 / 19120

Avail Power factor incentive up to 3.5% by maintaining power factor above 0.95 to 1.

Avail 1% prompt payment discount by paying bills within prompt payment date.

0.25% discount (up to Rs. 500) in next bill for online payment such as Credit Cards, Debit Cards, UPI, BHIM, Internet Banking, Mobile Banking, Mobile Wallets etc.

Important Message

- Consumers can pay online using Net banking, Credit/Debit cards at <https://wss.mahadiscom.in/wss/wss> after registration.
- Submit / update your E-mail id and mobile number to Circle Office for receiving prompt alerts through SMS.
- Submit / update your PAN & GSTIN to Circle Office with copies of PAN & GSTIN for verification.
- Industrial Consumers from Vidarbha, Marathwada, North Maharashtra, D & D+ region can avail Subsidy as per GR dt 23.06.2022 on payment of bills within prompt payment date and without any arrears.
- For any payment to MSEDCL, ENSURE & INSIST for computerized receipt with unique system generated receipt number. Do not accept hand written receipt. Pay online to avoid any inconvenience.
- As per MERC order dt. 24/02/2021, Monthly energy bill receipt in cash is limited to Rs. 5000/- w.e.f. 01/11/2021
- This bill for power supply cannot be treated or utilised as proof that the premises for which the power supply has been granted is an authorised structure nor would the issuance of the bill amount to proof of ownership of the premises.

CURRENT CONSUMPTION DETAILS

Reading Date	KWH	KVAH	RKVAH(LAG)	RKVAH (LEAD)	KW (MD)	KVA (MD)
Current						
Previous						
Difference						
Multiplying Factor						
Consumption						
Add if L. T. Metering						
Adjustment						
Assessed Consumption						
Total Consumption						

BILLING DETAILS

Amount in Rs.

Billed Demand (KVA)	@ Rs.				Demand Charges
Assessed P.F.	Avg. P.F.				Wheeling Charges
Billed P.R.	L.F.				Energy Charges
Consumption Type	Units	Rate	Charges Rs.		TOD Tariff EC
Industrial					FAC @ Ps/U
Residential					Electricity Duty
Commercial					Other Charges
E.D. on (Rs.)	Rate %	Amount Rs.			Tax on Sale @ Ps/U
					P.F. Penal Charges / P.F. Incentive
					Charges For Excess Demand
TOD Tarrifs	Rate % (Rs./Units)	Units	Demand	Charges Rs.	Debit Bill Adjustment
0000 Hrs-0600 Hrs & 2200 Hrs-2400 Hrs					TOTAL CURRENT BILL
0600 Hrs-0900 Hrs & 1200 Hrs-1800 Hrs					Current Interest
0900 Hrs-1200 Hrs					Principal Arrears
1800 Hrs-2200 Hrs					Interest Arrears
Amount in Words	₹				Total Bill Amount (Rounded) Rs.
					Delayed Payment Charges Rs.
					Amount (Rounded) Payable After (Amount Rounded to Nearest Rs. 10/-)

CONDITIONS

- The total bill amount of the bill may be remitted by a Crossed Demand Draft/Cheque drawn in favour of "Maharashtra State Electricity Distribution Co. Ltd." Whenever Security Deposit is demanded separate Cheque/Bank Draft should be sent.
- The current bill is payable within fifteen days from the date of issue of the bill. Even if there is any discrepancy in the bill or any other clarification needed, consumers are requested to pay the billed amount in full provisionally or under protest subject to review and subsequent adjustment, so that payment of delayed payment charges is avoided.
- This bill is issued subject to the provision of the "Conditions and Miscellaneous charges for supply of Electrical Energy" of the Company.
- Please quote the Consumer Number on the back of the Cheque. The payment of this bill should be made at Company's office only.
- In case of payment made through RTGS/NEFT/Cheque/DD/Pay Order, the date of amount credited to MESDCL's account will be treated as receipt date.

Collection Hours : 10-30 to 16-00 Hours (Except on Bank Holidays, Sundays, 2nd & 4th Saturdays)

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)	Integrate d GST for outside State Transaction on (Ex-Works Price+Fr eight Charges + Transit Insuranc e Charges)(In Rupees)	Central GST for within State Transact ion on (Ex-Works Price + Freight Charges + Transit Insuranc e Charges)(In Rupees)	State GST for within State Transaction on (Ex-Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
1	53301001199	COMPUTER STATIONERY FOR LT IP BILL	UNT	16200	49111010								

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: COMPUTER STATIONERY FOR LT IP BILL



Maharashtra State Electricity Distribution Company Limited

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

TECHNICAL SPECIFICATION

For

COMPUTER STATIONERY FOR LT IP BILL

For

DISTRIBUTION SYSTEM

IN

MSEDCL

ANNEXURE- 'D'
TECHNICAL SPECIFICATION

1] Paper specifications:

Paper should be white, high bright, surface sized & Maplitho printing paper confirming to IS:1848 with latest amendment having GSM 80 (+/-4% Tolerance), Brightness 85% (Min.) & Opacity 84% (Min.) of size A4, 210 mm x 297 mm / 5 Kg. (+/- 4%)[1 Unit = 1000 Sheets].

2] Sample of LT-IP Bill:

- i) Front & back side minimum four colours should be used.
- ii) Front side MSEDCL's advertisement of minimum 4 colours in the one strip [40mm x 90mm] & another strip [195mm x 40mm] at the space reserved for MSEDCL should be printed.
- iii) The distance of end of advertisement from the bottom of bill on front side shall be 45mm.
- iv) Month and year of the printing & name of the printer should be printed on the side of the page.
- v) Printing alignment should be proper.
- vi) The sample submitted shall only be offset printed sample. Digitally printed sample is not acceptable.

3] Printing of advertisement:

All space provided at front side for advertisement shall be utilized by MSEDCL for propagating the Company's essential messages on consumer awareness & details of policies implemented and facilities offered by the company in the interest of consumer. MSEDCL reserves the right of utilization of all advertisement space at front side of Bill.

Supplier is required to prepare MSEDCL's advertisement as per guidelines to be issued by MM Deptt. MSEDCL will not pay any extra cost for preparation/ editing/finalizing/printing of MSEDCL's advertisement. It is requested to quote your rate accordingly. It will be the responsibility of printer to co-ordinate with MM Deptt for timely finalization of advertisement. Matter on the bills & advertisements shall be approved by MM Deptt. Advertisement will be updated as & when required. The same should be printed on the bills immediately after approval of MMD.

4] Original Paper Manufacturers:

The names of original paper manufacturers for procurement of paper as per above specifications are as below.

- i) JK Paper Limited
- ii) Tamilnadu Newsprint & Papers Limited [TNPL]
- iii) Ballarpur Industries Limited
- iv) ITC PSPD Limited
- v) Century Pulp & Paper
- vi) The West Coast Paper Mills Ltd.
- vii) Seshasayee Paper and Boards Ltd.
- viii) International Paper APPM Limited.
- ix) Orient Paper & Industries Limited.
- x) Yash Papers Limited.
- xi) Khanna Paper Mills Ltd.
- xii) Star Papers Mills Ltd.
- xiii) Trident Ltd.
- xiv) Sirpur Paper Mills

5] Submission & Testing of samples:

Set of 200 No. of sample is required to be submitted for quoted item. The bidder may submit LT-IP Bill sample paper from more than one manufacturer with the offer. In such a case, 200 printed sheets of pre-printed computer stationary for LT IP Bill of each make of paper must be submitted. However, request for addition of paper manufacturer after placement of order shall not be entertained. (Submission of two samples for same paper mill is not permitted. In this case, only one sample shall be considered randomly.)

The submitted sample shall be tested at any NABL lab in the presence of MSEDCL representative. Tests for Brightness, Grammage & Opacity details etc. shall be carried out. The results of NABL Lab shall not be disputed and shall be binding on the bidder.

All the bidders should collect sample from the E.E. [LTM] in the office of the Chief Engineer [MMD], MSEDCL, 1st Floor, Prakashgad, Bandra (E), Mumbai-51 and submit their own samples along with the bid.

All the bidders are requested to submit samples as per above details & specifications to E.E.[LTM] in the office of the Chief Engineer [MM Dept], MSEDCL, 1st Floor, Prakashgad, Bandra (E), Mumbai-51 on or before the time and date stipulated for submission of offer in sealed envelope for each offered make of paper. Each envelope of samples shall be clearly marked with Tender No., name of manufacturer of paper, Item Details and name of bidder.

The offer without samples shall be rejected.

Further, the bidder shall submit the undertaking from the original manufacturer / authorized dealer of paper to be used for pre-printed computer stationary in the Format-'O' attached herewith, that they shall supply after placement of order as per tender specification from the above original paper manufacturers.

6] Packing:

Pre-printed computer stationary for LT-IP Bill are to be delivered / supplied to respective consignee duly packed in 1,000 sheets / 2,000 sheets / 3,000 sheets.

Moisture proof packing permitted by Govt. of Maharashtra must be used. Further, hardboard support at top and bottom must be provided.

7] HSN Code as per GST Rule:

The Harmonized System of Nomenclature (HSN) Code as per the provision of GST Rules:

Sr. No.	Item Codes	Description of material	HSN Code
1	53301001199	Pre-printed computer stationary for LT-IP Bill	4911 1010

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

COMPUTER STATIONERY FOR LT IP BILL

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Sample Submission	Technical Section	COMPUTER STATIONERY	Letter for submission of Sample against the Tender
2	MSME Certificate	Commercial Section		Documentary Evidence in respect of classification of your unit as per Micro, Small and Medium Enterprises Development Act 2006
3	ISO certification	Commercial Section		ISO 9001 & 14001 for quality management system & environmental management system
4	Profit, Loss & Balance Sheet	Commercial Section		Profit, Loss & Balance Sheet for last 3 FY [i.e. FY 2021-22, 2022-23 & 2023-24]
5	Capacity confirmation documents	Commercial Section		Documentary evidence issued by relevant Government authority for manufacturing capacity for supply of offered quantity (MSME/NSIC etc. certificate with item-wise capacity details)
6	GST Registration Certificate	Commercial Section		Documentary Evidence in respect of registered under the GST Law
7	Controlling Stake Undertaking	Commercial Section		Certificate duly certified by C.E./C.A. that the person/entity does not have controlling stake in more than one entity applied for the Tender/Bid.
8	EMD payment details	Commercial Section		Copy of Money Receipt/D.D. for paid EMD.
9	Debar undertaking	Commercial Section		The bidder shall submit the declaration along with the bid that you are not blacklisted/ debarred by any organization for last 5 years.
10	Undue Influence undertaking	Commercial Section		The bidder shall submit the undertaking certifying that you have not approached any one for undue influence.
11	Undertaking from Paper Manufacturer/Authorized Dealer	Commercial Section		Undertaking to be given by Original Manufacturer/Authorized Dealer of Paper
12	Delivery details	Commercial Section		Delivery details in tabular format with monthly lot schedule
13	Plant, Machinery & Manpower Details	Commercial Section		Plant, Machinery & Manpower Details
14	Turnover Certificate	Commercial Section		Turnover certificate for last 3 years [i.e. FY 2021-22, 2022-23 & 2023-24] duly certified by Chartered Accountant.
15	Certificate of Executed Orders	Commercial Section		Order & Execution Certificate to fulfill Cl. No.II (2) & (6) of Section-I for one/two/three orders during i.e. FY 2021-22, 2022-23 & 2023-24. Also summary to be submitted as per Annexure-'R'.