

Tender Details		02-02-2024 12:24:31
Tender Code	EE/ PCD/TS/T-14/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Tender For Supply of Tinned Copper (T.C.) Fuse Wire	
Estimated Cost (In Lakhs)	2	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	500	
GST In INR (@18% on Tender Fee: SAC No.	90	
Total Tender Fee Amount including GST in INR.	590	
Contact	Shri Ganesh Chakurkar , 7875767544 ,eepimpri2@gmail.com	
Pre-Qualifying Req	As per tender	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Distribution Department	
Office Type	DIVISION	
Location Type	Pune Pimpri Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Executive Engineer, MSEDCL, Pimpri Dn.Power House Chowk, Opp. Nav Maharashtra School, Pimpri-411 017.	
Bid Opening Address	Executive Engineer, MSEDCL, Pimpri Dn.Power House Chowk, Opp. Nav Maharashtra School, Pimpri-411 017.	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	02-02-2024 12:25	
Tender Sale End Date	06-02-2024 23:30	
Bid Start Date	02-02-2024 12:30	
Bid End Date	07-02-2024 23:55	
Pre-Bid Meeting Date	05-02-2024 11:00	
Techno-Commercial Bid opening on	07-02-2024 11:00	
Price Bid opening on	08-02-2024 11:00	

Annexure C1 Opening Date	NA
Winner Selection Date	09-02-2024 11:00
Can Bidder Opt EMD Exemption	Y



**Maharashtra State Electricity Distribution
Company Limited**
Pimpri Division, Pune
Tender For Supply of Tinned Copper Fuse Wire

Tender No. EE/ PCD/TS/T-14/2023-24

VOLUME-1

TECHNICAL BID



Executing Agency

Executive Engineer

Maharashtra State Electricity Distribution Co. Ltd.

Pimpri Division, Pune

Opp. Nav Maharashtra School, Power House Chowk,

Pimpri-411 017 (Maharashtra)

Email: eepimpri2@gmail.com

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SUPPLY OF 12 SWG TC FUSE WIRE

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I N D E X

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Note: This tender document contains 22 pages of Volume-I and 2 pages of Volume-II. Tenderers are requested to ascertain that all pages are downloaded.

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TENDER DETAILS

Tender No.	EE/PCD/Tech/T-14/2023-24
Name of the Tender	Tender For Supply of Tinned Copper (T.C.) Fuse Wire
Estimated cost of work	Rs. 2.00 Lakhs
Tender Fees	Rs. 500/-+18% GST= Rs. 590/-
E.M.D. to be paid	Rs. 2000/- (1% of Estimate Cost)
Sale period of Tender documents from website	02-02-2024 to 06-02-2024
Date and place of Pre-Bid meeting	05-02-2024 at 11.00 Hrs.
Date of upload of Tender on website	06-02-2024 upto 23.55 Hrs.
Date of opening of Technical Bid	07-02-2024 at 11.00Hrs(If possible)
Total No. of pages	22 pages (Vol-I) and 2 pages Vol-II (including cover page)
Executing Agency	Executive Engineer, MSEDCL, Pimpri Dn.
Address	Power House Chowk, Opp. Nav Maharashtra School, Pimpri-411 017.
Phone Nos.	7875767544, 7875767551
E-mail	eeimpri2@gmail.com
Website	www.mahadiscom.in
Name and Address of Bidder	M/s
Name of the proprietor/authorized person	
Telephone No.	
Fax No.	
Mobile No.	
e-mail	

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निविदा सूचना

महावितरणकडे नोदणीकृत असलेल्या नामांकित व अनुभवी पुरवठादार यांचे कडून खालील सामानांचा पुरवठा करण्यासाठी ई -निविदा मागविण्यात येत आहेत.

निविदा क्रं. का.अ. /पिंपरी/२३- २४	सामानांचा तपशील	निविदा रक्कम रु.लाख
टी -१४	टी. सी. फ्युज वायर (१०, १२, १४ एस.डब्ल्यू. जी.)	२

अधिक तपशीलासाठी कृपया <https://eender.mahadiscom.in/eatApp/> या संकेतस्थळाला भेट द्यावी.

PZ/267

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कार्यकारी अभियंता, पिंपरी
विभाग

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SUPPLY OF 12 SWG TC FUSE WIRE

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**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.
PIMPRI DIVISION, PUNE.**

**INVITATION TO TENDER AND INSTRUCTION TO TENDERERS
TENDER FORM (NOT TRANSFERABLE)
(TO BE RETURNED DULY FILLED IN AND SIGNED)
ANNEXURE 'A'**

To be submitted online on or before 06-02-2024 upto 23.55 Hrs. on our website www.works.mahadiscom.in/eTender/etender . The Tenderer is requested to quote his lowest rates for Supply of T.C. Fuse Wire 12 SWG.

Executive Engineer (PCD)

1.0 SCOPE OF WORK:

The scope of work under this tender is design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, packing for Supply of T.C. Fuse Wire 12 SWG.

2.0 REQUIREMENT FROM TENDERERS:

- 2.1 The tenderer should be registered with MSEDCL.
- 2.2 The tenderer should be registered under GST.
- 2.3 If the unit is SSI, valid SSI registration Certificate
- 2.4 Net worth which is defined as "Net value of the assets – Net value of liabilities") of the tenderer should be positive for the year 2019-20, 2020-21, 2021-22 equivalent to the tender value.
- 2.5 Income tax return for the financial year 2019-20, 2020-21, 2021-22, certified with Chartered Accountant.
- 2.6 The tenderer should be a manufacturer or authorized representative of the manufacturer. The tenderer shall enclose Letter of Authority from the Original equipment manufacturer if he is a trader / authorized representative.
- 2.7 The tenderer should be a manufacturer or authorized representative of the manufacturer. The tenderer shall enclose Letter of Authority from the Original equipment manufacturer if he is a trader / authorized representative.
- 2.8 The tenderer shall quote his lowest reasonable rate per unit as specified in Annexure 'F' only, in figures as well as in words. Any deviation in the rates etc.

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will not be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.

- 2.9 In case of difference between the rates in figures and in words, it will be considered to read the rates advantageous and economical to the Company.
- 2.10 Supplier's printed terms and conditions will not be considered as forming part of the tender
- 2.11 The above stated requirements are a minimum and the Purchaser reserves the right to request for any additional information / data and also reserve the right to reject the proposal of any tender, if in the opinion of the purchaser, the qualification data is incomplete or the Tenderer is found not qualified to satisfactory perform the contract.
- 2.12 The tenderer should pay the Earnest Money Deposit at 1% of the estimated amount unless exempted on account of statutory directives. Earnest Money shall be paid in cash or by way of Demand Draft drawn in favor of MSEDCL, on any Nationalized / Scheduled Bank payable at Pune. Reference to the tender No. should be given before the due date of the tender and the relevant amount and receipt No. should be mentioned in the tender. Interest shall not be paid on E.M.D. Tenders received without E.M.D. payment
- 2.13 In case of any deviation as regards the specification, the Tenderer shall clearly indicate in separate sheet of Technical/Commercial deviation schedule
- 2.17 Sample of the material should be submitted along with the bid.

3.0 PRICE:

- (a) The unit rate prices quoted by the Tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. for Supply of Measuring Instruments covered under specifications as Annexure F and documents to the employer's works site shall be treated as the contract price. The Tenderer shall quote the price per unit covering entire scope as stated above.
- (b) The Tenderer shall quote the price only on F.O.R. destination exclusive of Excise Duty, GST, octroi/ GST but inclusive of risk in transit and freight prepaid along under each column as provided in Annexure-F. In case of any deviation in the manner of quoting prices as stated above, the tender shall be rejected even though the offer of the Tenderer is found to be lowest. The Purchaser is registered dealer under the GST Act.
- (c) Tenderer is requested to quote only single price/rate for the quantity offered by the Tenderer. The offers with prices of the materials quoted conditional discount on any account viz. payment, quantity etc. shall be rejected. Tenderer shall quote the rate only in the unit of the item specified in Annexure-F
- (d) The Tenderer shall quote prices in Indian Rupees only, although the material requires some imported components, if any. The Tenderer shall arrange to import such material against his import license & employer shall not be responsible for obtaining Import License or furnishing Essentiality Certificate for import of such component of the custom duty payable on such material. The employer shall not be liable to pay custom duty or variation thereof including the variation on account of foreign exchange rate. The offers requiring the employer to obtain Import License or to make payment of custom duty or any

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variation referred to above shall be rejected.

- (e) The Tenderer should quote his prices in Annexure-F and also give the break-ups under the columns in Annexure-F as provided therein.)

4.0 QUOTATION:

- i) The Tenderer shall quote his lowest reasonable rate per unit as specified in Annexure 'F' only in figures as well as in words. Any deviation in the rates etc. will not be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.
- ii) In case of difference between the rates in figures and in words, it will be considered to read the rates advantageous and economical to the Company.
- iii) Supplier's printed terms and conditions will not be considered as forming part of the tender

5.0 AMBIGUITY IN QUOTATION:

The Tenderer shall ensure that he should quote the tender in clear terms and only fill in the blanks wherever required. Any ambiguity in the terms and conditions may lead the rejection of tender. The Tenderer should note that there shall be no deviation in respect of the following terms specified in tender documents and the deviation if any; the tender shall be liable for rejection.

- (i) Payment of earnest money deposit.
- (ii) Payment of Security Deposit.
- (iii) Liquidated damages.
- (iv) Terms of payment.
- (v) F.O.R. destination prices.
- (vi) Guarantee.
- (vii) Period of validity of offer.
- (viii) Jurisdiction of Court.
- (ix) Default of contractor & termination thereof.

6.0 ADDITIONS/ALTERATIONS PROHIBITED:

Tenderers shall not make any additions, alterations or changes in the tender form, conditions of tender and supply including the description of the material mentioned in Annexure 'E'.

7.0 FILLING IN OF ANNEXURE/QUESTIONNAIRE:

Tenderers are requested to ensure that the comments against each and every item/clause of the Annexure/Questionnaire 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 words "Not Applicable" shall be written against it. No place in the offer should be left blank or dashes are required.

8.0 SIGNING OF THE TENDRER DOCUMENTS:

Offers must be submitted online along with the tender documents only and be clearly and legibly filled in with all the Schedules and Annexure etc. complete in all respect and must be either in ink or type written. Offer and Schedules, Questionnaire, Annexure and other documents should be digitally signed. There should be no over writings. Whenever required, the overwriting should be avoided and new details be given. Corrections if any to the information filled in should be initialed by the Tenderer. Tenders not signed as above shall be liable to be rejected. ***Scanned copies of Instructions to Tenderers and Conditions of Supply (Annexure-A) need not to be uploaded.***

9.0 CLARIFICATION OF TENDER DOCUMENTS:

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The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required under the tender documents or submission of tender not substantially responsive to the tender documents in every respect will be at the risk of the Tenderer and may result in rejection of his tender. The Tenderer requiring a clarification of the tender documents may notify to the purchaser 3 days prior to the date of submission of tender.

10.0 LOCAL CONDITIONS:

It shall be imperative on each Tenderer to fully inform himself of all local conditions and all other factors which may have any effect on the execution of the contract covered under these documents and specifications. The Tenderer shall also make enquiry and satisfy himself about the contingencies, risk and other circumstances, which may influence or affect the execution of the contract as specified in this tender specification. The Purchaser shall not entertain any request for clarification from the tenders regarding such local conditions.

It shall be presumed by the Purchaser that all such factors, conditions etc. have been properly investigated and considered by the Tenderer while submitting his tender. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser which are based on the lack of such clear information or its effect on the cost of the contract to the Tenderer.

11.0 DISCLOSING THE NAME OF THE MANUFACTURER:

Whenever a material is described by name of the particular brand or being offered after purchasing from other sources, the Tenderer shall specifically disclose the name of the original supplier or the manufacturer.

12.0 EARNEST MONEY DEPOSIT (EMD):

- a) The bid must be accompanied with E.M.D. in form of D.D. / Money Receipt/ .In case of Money Receipt, it should be paid before Date of Closing Sale or in case of D.D., it should be drawn from the Nationalized/Scheduled Bank of Pune in the name of M.S.E.D.C.L., Pune payable at Pune. .
- b) Any bid not accompanied with adequate E.M.D. will not be considered for evaluation.
 - i) Unless the Tenderer is exempted on account of statutory directives as enlisted in clause (b) below, Earnest Money shall be paid in Cash in the office of the Executive Engineer, MSEDCL, Pimpri Division, Pimpri, Pune-411 017 or by Demand Draft drawn on the Nationalized/Scheduled Bank in Pune as follows:
 - ii) Earnest Money Deposit should be @ 1% (One Percent) of the offered value. The maximum Earnest Money Deposit payable against the tender shall be limited to Rs. 5,00,000/- (Rupees Five Lakhs).
 - iii) All Government and semi Government Institutions under Government of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Government and Government of India (for the items' manufactured by such institutions / units).
 - iv) Small-Scale Industrial (SSI) Unit permanently registered with Directorate of Industries (DIC), Maharashtra or NSIC only for the items mentioned in their permanent registration Certificate.
- c) The E.M.D. of the unsuccessful bidders will be returned as soon as possible after completion of the bid validity period. The Bidder has to submit application for return of the E.M.D. to this office.

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- d) The E.M.D. of the successful bidder will be discharged when the bidder has signed the Contract Agreement and paid Security Deposit.
- e) No interest shall be payable by MSEDCL on the above EMD & Security Deposit.
- f) The EMD will be forfeited if.....
 - i. In case of successful bidder, if he fails within the specified time limit to Sign the agreement.
 - ii. In the event the Tenderer withdraws his offer during the validity period the earnest money deposit shall stand forfeited and the Purchaser shall be entitled to recover the amount of E.M.D. paid or by resorting to any other remedy available under the law.
 - iii. If the successful Tenderer upon award of the contract fails to pay the Security Deposit as per Clause of Annexure - A of the order / contract then the E.M.D. amount shall be forfeited by the Purchaser without prejudice to the right of the Purchaser to recover damages, if any.

13.0 EARNEST MONEY OF UNSUCCESSFUL TENDERER:

Earnest money deposited shall be returned to the unsuccessful Tenderer as soon as possible after the tender has been decided and on submission of original receipt of E.M.D. payment to Office of the Executive Engineer, MSEDCL, Pimpri Dn., Pune.

13.1 SUBMISSION OF SAMPLES:

The sample of each item offered, shall be submitted free of cost to this office before the due time and date of submission of the tender. The samples submitted shall be strictly conforming to the specifications and drawings of the material offered. If the sample is not found according to the specifications, drawings, the commercial Bid of the bidder would not be opened. The sample of successful Tenderer shall be retained with the Purchaser. Unsuccessful Tenderer, on notification, shall collect the sample within 30 days from the date of notification at his own cost, failing which the sample shall be treated as Purchaser's property without any payment and any further notice.

14.0 TIMELY SUBMISSION OF OFFER:

Tenderers are requested to submit their tender/offer online only on or before the due date and time for submission as mentioned in tender notice.

- i) Tender offer other than online offer will not be entertained or considered under any circumstances whatsoever. Tender offer received in hard copy
- ii) Tenderers are requested to upload scanned copies of all Annexures and all other documents mentioned in the pre-qualifying criteria while submitting online tender except Instructions to tenderer and conditions of supply.
- iii) Incase the date of submission of tender happens to be holiday; the date of submission will be next working day at the same time.
- iv) As far as possible, tender will be opened on the date specified in the tender notice in presence of the Tenderer or his representative(s).
- v) Incase the date of opening of tender happens to be holiday; the date of opening will be next working day at the same time.

15.0 SUBMISSION/SUPERSCRIBING OF THE TENDER DOCUMENTS:

The bidder shall scan all the documents forming part of the bidder's Techno-Commercial Proposal, and convert the same into PDF format. The size of the PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall

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be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as “(Number & Name of Document).pdf”. Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the “e-tendering” web site of MSEDCL.

If the bidder intends to bid for more than one tender, the bidder shall attach a declaration as follows on his letter head, below the technical proposal.

“The technical proposal is submitted / attached along with the tender no.--- and it will be common for tender nos. -,-----“. The declaration shall be duly signed by the authorized signatory of the bidder.

Tenderer should upload 2 separate files viz. Technical Bid (Volume-I) and Commercial or Price Bid (Volume-II):

(a) Technical Bid (Volume-I)

This part shall contain all Technical and Commercial aspects of the Bid and following documents (except the price bid.)

- i) Annexures in Technical Bid duly filled (except Annexure 'F')
- ii) Xerox copy of E.M.D. payment.
- iii) GST Registration Copy
- iv) If the unit is SSI, valid SSI registration Certificate

v) Sample of the each material should be submitted along with offer.

- a. Net worth which is defined as “Net value of the assets – Net value of liabilities”)of the tenderer should be positive for the year 2019-20, 2020-21, 2021-22.
- vi) The tenderer should be a manufacturer or authorized representative of the manufacturer. The tenderer shall enclose Letter of Authority from the Original equipment manufacturer if he is a trader / authorized representative.
- vii) Any other document as deemed fit as per clause 2

(b) Price Bid (Volume-II)

- a) Volume No. II shall contain only Annexure 'F' (Price Bid).

SEALING AND MARKING OF BIDS:

The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for submission of bids.

- a) Original Demand Drafts of EMD per tender quoted for if applicable. The Demand Drafts should be issued by a Nationalized/Scheduled Bank and payable to the Maharashtra Electricity Distribution Company Ltd., Pune or copy of the Money Receipt.
- b) Attested copies of other documents as mentioned in condition No. 17 (a) above.
- c) Complete Tender document duly signed on each page except Price Schedule (Annexure 'E')

16.0 INFORMATION REQUIRED WITH TENDER:

- (a) The Tenderer shall attach the relevant documents in order to show that the

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Tenderer is qualified as required herein before under clause No 2.0 along with the offer.

- (b) In case of any deviation as regards the specification, the Tenderer shall clearly indicate in separate sheet of technical/commercial deviation schedule.
- (c) The Tenderer shall give the full address along with Telephone No. Fax, E-mail etc. for the purpose of correspondence. The letters/Notices served or left upon said address shall be deemed to have been served upon the Tenderer or contractor. The Tenderer shall immediately communicate the change in address, Telephone, Fax, E-mail etc., if any. Failure to intimate such change, any letter or notice served upon original address of the Tenderer shall be deemed to be received by the Tenderer/contractor.
- (d) Verbal statement or information furnished by the Tenderer as regards the quality, quantity, arrangement of work or any other matter connected to the tender shall not be considered.

17.0 LANGUAGE OF THE TENDER:

The tender filled in by the Tenderer and all correspondence & documents relating to the tender exchanged between the Tenderer and Purchaser shall be written in English language. Any document furnished along with the tender in a local vernacular language shall be accompanied with the English translation.

18.0 AMMENDMENT OF THE TENDER:

At any time prior to the date of opening of the tender, the purchaser may for any reason, whether at its own initiative or in response to a clarification required by the Tenderer, modify the tender documents by an amendment will be notified to all the prospective Tenderers who have received the tender documents and will be binding on them. Purchaser may at its discretion extend the date of opening of the tender.

19.0 OPENING OF TENDER:

It should be noted that, Volume No. 1 will be opened first. If the Tenderer fulfils the qualifying criteria as mentioned in Condition No. 2 above, then only Volume No. 2 will be opened. The date of opening of Price Bid will be informed to all concerned by SMS or e-mail. Tenderers who wish may remain present at the time of opening of tenders.

20.0 DISREGARD OF TENDER CONDITIONS:

The Purchaser reserves the right to reject any tender, which does not conform to any of the conditions / instructions etc.

Tender containing any deviations / additions / alterations / changes in the conditions of tender and supply as stated in Annexure 'A', 'B', 'C' shall not be acceptable. The Tenderer having signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated annexure, schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

21.0 EXAMINATION OF TENDERS:

The Tenderer shall furnish all the data, drawings and other information / documents as per schedules attached to this specification, duly signed with the seal of the company, as a token of acceptance. The purchaser reserves the right to reject any offer for lack of any data as called for in the schedules and particularly in the technical details.

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After the opening, the purchaser shall examine the tenders to determine whether they are complete, whether required confirmations have been furnished, whether the documents have been properly signed and whether the tenders are generally in order. Immediately after opening, the purchaser shall examine each tender to ascertain whether the essential / special terms and conditions are agreed.

22.0 POLICY FOR TENDERS UNDER CONSIDERATION:

The tenders shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the purchaser to the Tenderers. While the tenders are under consideration, the Tenderers and / or their representatives or other interested parties are advised to refrain from contacting by any means, the purchaser and / or his employees / representatives on matters related to the tender under consideration. The purchaser, if necessary, shall obtain clarifications on the tender by requesting for such information from any or all the Tenderers in writing, as may be necessary. All unsolicited correspondence, discussions etc. by the Tenderer after opening of the price bid shall be treated as post tender development / information and shall not be considered for tender evaluation purpose.

23.0 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 Tenderer on the other hand binds himself to supply any item or items selected from his offer in part or whole at the option of the Purchaser.

24.0 WITHDRAWAL OF INVITATION OF TENDER:

The Purchaser reserves its right to withdraw the invitation of tender at any time before its acceptance is communicated to the successful Tenderers.

25.0 NAME OF AGENT / REPRESENTATIVE:

In case the Tenderer authorizes the agent or representative to deal on behalf of the Tenderer, the name and address of such person should be informed to the purchaser.

31.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of contract shall be communicated to the successful Tenderer by Letter of Award (LoA) by registered post.

26.0 VALIDITY OF THE TENDER:

The Tenderer shall keep the offer valid for acceptance up to and including last date of calendar month, covering the date of completion of 60 days (Sixty Days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The Tenderer shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

27.0 OFFERS OF SSI UNITS:

Offer of the SSI units shall not be considered for concessions applicable unless the unit is registered with Directorate of Industries of Government for manufacturing the items tendered/offered and have valid Registration Certificate up to the date of estimated completion of the supplies. The SSI registration Certificate should include the item for which the offer has been submitted. A copy of valid SSI registration Certificate duly sealed and signed shall be submitted with the offer; else the Tenderer shall not be entitled for

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concessions applicable to SSI unit. MSSIDC or MAVIM, while submitting their offer on behalf of SSI unit, should ensure submission of copy of their registration Certificate of these SSI units along with their offer, failing which offer shall be rejected.

The SSI units from the developing region desired to avail 33% purchase preference should produce necessary eligibility Certificate from Regional Development Authority/Implementing Agency along with Certificate of commencement of production and classification of developing region under which the unit is situated. It may be noted that if copy of complete set of valid eligibility Certificate from SICOM/Regional Development Authority/Implementing Agency, duly sealed and signed, is not submitted with the offer, the Tenderer shall not be entitled for concessions applicable for SICOM / Regional Development Authority units under the said Scheme. 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.

28.0 OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER:

- i) The industrial units located in Maharashtra and the units from developing region of Maharashtra holding valid eligibility Certificate from Regional Developing Authority/ Implementing Agency are eligible for consideration of order at the lowest acceptable F.O.R. destination rates inclusive of Excise Duty and Sales Tax/ VAT received against the tender as under:
- ii) In case of units from developing region holding valid eligibility Certificate from Regional Developing Authority/Implementing Agency, these shall be considered for order by matching rates with lowest acceptable rate received against the tender up to 33% of the requirement even if the lowest acceptable rate received against the tender is from a Tenderer within Maharashtra.

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ANNEXURE 'B'**CONDITIONS OF TENDER AND SUPPLY****1.0 EFFECT OF CONTRACT:**

The contract shall be considered as having come in to force from the date of Notification of Award. The "employer" is Executive Engineer, MSEDCL, Pimpri Dn., Pune and Tenderer whose offer is accepted is hereinafter called "the contractor".

2.0 SECURITY DEPOSIT:

The supplier shall pay within 7 days, Security Deposit @ 10% of the value of the order. Security Deposit applicable to SSI unit in Maharashtra will be 3% (Three percent) of the order value subject to a maximum of Rs. 50,000/- (Fifty Thousand only). However, in respect of the following categories of suppliers, the Security Deposit applicable shall be as under:

- a) For the order value upto Rs. 25,000/-, no Security Deposit shall be payable by the registered suppliers on the list of Development Commissioner (Industries) and Stores Purchase Officer.
- b) Small Scale Industries registered with the Directorate of Industries or NSIC or Maharashtra Khadi & Gramodyog Mandal shall be exempted from payment of Security Deposit for value of order upto Rs. 50,000/-.

The SSI units having industries outside Maharashtra State will not be eligible for exemption or concession in the Security Deposit. They will have to pay full Security Deposit at 10% of the value of order.

The failure to make payment of Security Deposit within 7 days as above will be viewed seriously and the contract awarded shall be liable to be terminated.

The Security Deposit shall be paid in favour of Purchaser by way of:

- (i) Cash or
- (ii) Demand Draft on any Nationalized/Scheduled Bank in Pune or
- (iii) When the amount exceeds Rs. 5,000/-, Bank Guarantee from a Nationalized/Scheduled Bank valid for the guarantee period of last consignment of materials as given in clause no. 17 of conditions of Tender and supply in the standard form of the Purchaser or

This Security Deposit in cash 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 his failure to execute this order or any other contract and in the event of non fulfillment of the terms and conditions of the contract.

The Security Deposit shall be refunded on the expiry of the guarantee period specified in condition No. 23 stated herein below. In case of G.P. Notes the amount of Security Deposit payable should be on the basis of market value of the G.P. notes at the time of presentation

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of the G.P. Notes

3.0 QUALITY OF SUPPLIES:

Material supplied shall be strictly as per specification laid down in Annexure F. In case of any materials for which there are no standard, the supplies shall be of the best workmanship and good quality. All equipments/material should be brand new and free from defects.

4.0 MATERIAL AND COMPONENTS & VERIFICATION OF MATERIAL SUPPLIED:

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

The Company shall have option to test the samples selected at random from the supplies affected. Representative nominated by EE-II PZ/ EE-I shall carry out the sample testing of material and certify the functionality of the material as per specifications to ensure that the supplies confirm in quality and workmanship to the relevant specifications and drawings if any at your work site before delivery of complete material.

5.0 F.O.R. DESTINATION:

The material is to be supplied at our Mulshi Stores ", at Phursungi Pune consigned to the Add. Executive Engineer (Stores), at Phursungi Pune. The materials shall be accepted only during working days between 10.00 Hrs. to 15.00 Hrs so as to arrange their unloading during office hours. Company shall not be liable for unloading and inconvenience caused to the transport contract in the form of detention etc. Unloading at stores shall be arranged by the consignee.

5.1 SAMPLE BEFORE COMMENCING BULK SUPPLIES (Wherever necessary):

Before bulk supply to our stores, the supplier shall submit one number sample of each item along with technical bid. No bulk supply should be made unless this office approves the sample. The sample so approved, shall be a master sample retained for reference purposes, at stores till the last consignment is dispatched.

The time allowed for commencing delivery includes the time required for getting the sample approved as above. If, however, 7 days from date of receipt of the intimation for sample approval, the period for commencing / completing the supplies will be considered to have been extended by the excess time taken for intimating the approval. If the approval of the sample is not received from the inspecting officer within 7 days, the supplier shall remind this office for the same in writing.

5.2 ACCEPTANCE OF SUPPLIES/INSPECTION:

- (a) Materials shall be inspected by the Purchaser's Executive Engineer/or the representative authorized by the Purchaser.
- (b) The supplier shall submit the test Certificates/reports from any approved laboratory or the laboratory of his own for the respective quantity of material.
- (c) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment/materials.

5.3 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 requirements.

5.4 ROAD TRANSPORT:

In case the supplier prefers to dispatch the materials by road transport at his risk and cost

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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 sufficiently in advance so as to arrange their unloading during office hours, failing which, the Purchaser shall not be liable for unloading and for inconvenience caused to the transport contractor in the form of detention etc. Unloading at stores shall be arranged by the consignee.

5.5 PAYMENT OF FREIGHT CHARGES:

Railway Receipt should be prepaid. In case the freight is not prepaid, the freight charges paid shall be recovered from the supplier with additional 'TWENTY PERCENT' amount of freight.

5.6 CLEAR RAILWAY RECEIPT:

Packing used shall be conforming to specifications/conditions laid down by the railways and clear railway receipt shall be obtained by the supplier without any ambiguity, so as to facilitate proper clearance of goods at destination.

5.7 DESPATCH INTIMATION:

The supplier shall inform telegraphically to the consignee details of dispatch giving RR/ LR No., Wagon/Truck No., Type of wagon, crane able consignment or otherwise, total value of consignment, etc. to facilitate the consignee to arrange for clearance of goods.

5.8 BILL OF MATERIALS:

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

6. G.S.T.

Tenderer shall indicate the rate of GST in the given format Annexure 'F'. GST at the rate applicable shall be paid the supplier.

7. PACKING LIST:

Each package shall contain, in waterproof cover, the detailed list indicating the order reference, date, list of content and reference to the approved bill of materials. Each item contained in the package shall be described sufficiently to enable identification of the quantity, weight etc. There should not be any alteration in the packing list incorporated in the order, copy of the packing list should be sent to the consignee along with other documents

8. INSURANCE:

In all cases, Insurance shall be affected by the supplier with Govt. Insurance Funds or if permitted by the Company with the other Insurers for all risks on the total value of the order plus 10% to cover freight, sales tax and other incidental charges.

9. REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything herein contained, the supplier shall undertake to be responsible for the safe arrival of the materials in good condition and without any loss or damage at the

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final destination and until the same be delivered to and received by the Company at the Stores or other places of final destination and for this purpose materials carried by Railway or other carrier shall be deemed to be so carried at the risk of the supplier.

In case of transit damages/shortages, the payment shall be made only for the quantity received in good and working condition. Consignee shall lodge claim with carriers and transfer the same to the supplier with all necessary documents for settlement of the same with carrier at supplier's end.

Transit damages/shortages/losses reported by the consignee shall be repaired/ replaced by the supplier free of cost within one month from the date of such intimation of breakages/ shortages without awaiting settlement of his claim from carrier or Insurance Co. etc

10. LIFTING OF DAMAGED/REJECTED MATERIALS:

i) On failure to replace or repair the transit damages or rejected materials within one month from the date of intimation as required under tender specification, 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 (Thirty) days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the Company the cost of the material/equipment, if any already paid in payment clause in the contract and the actual expenses incurred by the consignee towards control, handling, demurrage/pilferage/ undercharges freight, insurance, premium etc. The Company shall not be responsible in any case for the loss, destruction, damage and deterioration of the material after expiry of 30 days period.

ii) If the supplier fails to lift the material within this period, the material will remain with the Company at the cost and risk of the supplier. Supplier shall therefore be liable to pay ground rent @ 0.1% (Zero Point One Percent) per day of purchase cost from the date of intimation of rejection of materials till the actual date of lifting.

iii) The Company will also be free to dispose of such materials after the period of said 30 (Thirty) days by Public Auction/Tender Notice/Destruction as may be deemed fit and storage charges @ 0.1% (Zero Point One Percent) per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the actual expenses incurred.

iv) Notwithstanding contained in the foregoing clauses, the supplier shall be liable to pay the cost and expenses incurred by the Company if any, including ground rent and same shall be apportioned and recovered from the sale proceeds.

11.0 TOLERANCE IN AMOUNT OF WORK ORDER TO BE EXECUTED:

Variation in work order amount to be executed against confirmed order shall be permissible up to five percent of the order value.

12.0 MANUALS/REGISTERED COPIES:

After satisfactory completion of the work, instruction manual, registered copies of software with their keys for all peripheral, Warantee/guarantee cards should be given in the custody of DY.EE Store

13.0 SUBMISSION OF BILLS:

After supply of materials as per order, a bill in triplicate should be submitted to the Accounts Section of Pimpri Division Office along with valued S.R. Note from Add. E.E. (Stores), copy of Excise Duty, GST paid etc. The bill should indicate PAN no., GST Registration No. of the supplier. The Company shall not be responsible for delay in payment of bills, if the supplier fails to comply with any of the above requirements. No payment shall be made for the supply of equipment/item in part components. Following documents should be attached with the bill.

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- (i) Bill/Invoice.
- (ii) Other documents like proof of having paid the Excise Duty as required under the prevailing rules (In case the supplier is a trader, these documents from the original manufacturer of the product shall be produced.), copy of acceptance letter of bank guarantee for Security Deposit, authority of exemption thereof.

Where required by the Purchaser, the successful Tenderer 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. Failure to comply with this provision will result in delay in payment of the bill.

The bill should indicate the GST Registration Certificate No. and Date held by him under the GST Act. 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 Major Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the respective Major Stores to concerned Executive Engineers of the Division for payment.

14.0 PAYMENT OF BILLS: After submission bills in triplicate along with S.R. Note (supplier's copy) to this office, 100% payment of the Contract price will be paid by RTGS as per availability of funds.

15.0 TAXES AND DUTIES:

- (i) GST shall be paid at actual on the basis of due date of delivery.
- (ii) Variation in GST shall be paid on the prevailing rate at the time of completion of the work.

16.0 DEDUCTION:

Any amount or amounts which become payable by the supplier to the employer under a particular contract, shall be deducted by the employer 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 employer.

17.0 GUARANTEE:

Goods offered shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The stores/materials found defective within the above guarantee period shall be replaced/repared by the supplier free of cost, within one month of receipt of intimation. If the defective store/materials are not replaced/repared within the specified period as above, the Purchaser shall recover an equivalent amount plus 15 % supervision charges from any of the bills of the supplier. Further, in case of repeated failures of equipments / material, the Purchaser reserves the right to debar / disqualify the supplier for future tenders / orders.

18.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:

In case the work is not completed within the period stipulated in the order, the contractor shall be liable to pay at the discretion of the employer, the liquidated damages to the MSEDCL up to half percent per week or part of week on the delayed quantity subject to a maximum of cumulative ceiling of 10% reckoned on the contract value. 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 employer. The employer shall be entitled to deduct/recover the

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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 successful commissioning will be date of completion of the work order.

19.0 PERFORMANCE OF CONTRACT:

The employer 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 transportation problems, subject to the provision and stipulation made in condition No. 13 as stated above i.e. Liquidated damages for late delivery.

20.0 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 Tenderer/supplier.

21.0 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 Pune.

22.0 TERMINATION OF CONTRACT:

In case the contractor fails to execute/complete the work awarded to him within the contracted period or in case the work is found not in accordance with the prescribed specification, the employer shall exercise in discretionary power-either,

- (a) to carryout the work from elsewhere, after giving due notice to the contractor, at the risk of contractor,
OR
- (b) to cancel the contract reserving employer's right to recover damages, notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the employer under the General Law of India relating to contract.

NOTES:

- (i) The opinion of the employer shall be final and binding upon the contractor.
- (ii) The company reserves its right not to deal with the supplier, whose contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.
- (iii) The company may also blacklist the supplier whose contract is terminated for whatsoever reasons on giving opportunity to show cause for such action to the supplier.
- (ii) The decision of the employer shall be final as regards the acceptability of the stores supplied by the supplier and the employer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

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ANNEXURE 'C'
QUESTIONNAIRE TO TENDER

Sr. No.	Particulars	Comments of the Tenderer
1	Purchase of Tender : Please quote Money Receipt No. & Date against which Tender is purchased	
2	Earnest Money Deposit : E.M.D. paid vide Money Receipt No. & Date (if by cash) D.D. No. & Date (if by D.D.)	
3	SSI Registration: Whether registered as SSI Unit. If yes, quote Registration No. (Please enclose a copy of SSI Registration duly notarised.)	
4	Type of Concern : Whether the unit is proprietary/Partnership/Private Ltd. or Limited Company.	
5	Manufacturer or Trader : Whether you are manufacturer or Trader, If Trader, Please indicate the name & Address of Manufacturer, whose product you have offered.	
6	Service Tax Registration No.	
7	PAN No.	
8	Validity of offer : Offer is valid for 60 days.	
9	Positive Net worth	
10	Certificate of Registration of manufacturing unit under Factories Act./ Shop Act./ Registration for trading.	
11	Income Tax Clearance Certificate: Please enclose latest I.T. Clearance Certificate /	

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ANNEXURE 'D'
SECURITY DEPOSIT (BANK GUARANTEE)

Bank Guarantee No. _____

Date:- _____

The [Name of the Bank and address] hereby agree unequivocally and unconditionally to pay, at Pune within 48 hours, on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) or any officer authorized by it in this behalf, of any amount up to and not exceeding ` _____ (Rupees _____ only) to the said Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) on behalf of M/s [name and address of the supplier] who have tendered and / or contracted or may tender or contract hereafter for supply of materials, equipments or services to the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) against order No. _____ dated _____ total value of the order is ` _____ (` _____ only)

This agreement shall be valid and bidding on this Bank up to and including _____ (claim period up to and including _____) and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.)

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

Our liability under this Guarantee is restricted to ` _____ (` _____ only). Our guarantee shall remain in force until _____ (claim period up to and including _____) unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date i.e. _____, all rights of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Notwithstanding anything contained herein :

1. Our liability under this bank guarantee is restricted to _____ (Rupees _____ only).
2. This bank guarantee is valid up to _____ (claim period up to and including _____).
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) serve up on us a written claim or demand on or before _____.

Date:- _____

(Name of the Bank)
(Rubber Seal and Code No. of the Signatory)

Place:- _____

SEAL & SIGNATURE OF THE TENDERER

ANNEXURE 'E'**LETTER TO THE CHIEF ENGINEER**

To,
The Executive Engineer
Maharashtra State Electricity Distribution Co. Ltd.
Pimpri Dn., Pune,

Dear Sir,

We agree to supply the material the mentioned in the above tender at the rates herein tendered by us subject to the conditions of the tender which we have carefully read and thoroughly understood the same.

We hereby agree to keep this offer open for 60 days after the returnable date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

Date:

Name and address of the Tenderer

Seal and signature of the Tenderer.

SEAL & SIGNATURE OF THE TENDERER



Maharashtra State Electricity Distribution Company Limited

Pimpri Division, Pune

Tender For Supply of Tinned Copper Fuse Wire

Tender No. EE/ PCD/TS/T-14/2023-24

VOLUME-2

Price BID



Executing Agency

Executive Engineer

Maharashtra State Electricity Distribution Co. Ltd.

Pimpri Division, Pune

Opp. Nav Maharashtra School, Power House Chowk,

Pimpri-411 017 (Maharashtra)

Email: eepimpri2@gmail.com

ANNEXURE-‘F’**RATE SCHEDULE****Tender No. T-14/2023-24****(To be submitted online in Commercial Bid Part only)**

Sr. No.	Particulars	Approx. Qty. in Nos.	F.O.R. Destination Price per Unit in Rs. in word	Excise Duty in Rs.	GST in Rs.	Total ` 7=(4+5 +6)	Remarks
1	2	3	4	5	6	7	8
1	10 SWG Tinned Copper (T.C.) Fuse Wire of best quality with Test Certificate	250 kg.					
2	12 SWG Tinned Copper (T.C.) Fuse Wire of best quality with Test Certificate	250 kg.					
3	14 SWG Tinned Copper (T.C.) Fuse Wire of best quality with Test Certificate	100Kg					

Delivery period:- 1) 30 days from the date of receipt of the confirm purchase order.

2) Quantity shown above may likely to vary.

Seal & Signature of the Tenderer

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Tinned Copper Fuse Wire 12 SWG	19152101274	KiloGram	72299016	50		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	Tinned Copper Fuse Wire 12	Price bid
2	Technical Bid	Technical Section	Tinned Copper Fuse Wire 12	Technical Bid
3	Commercial Bid	Commercial Section		Commercial Bid