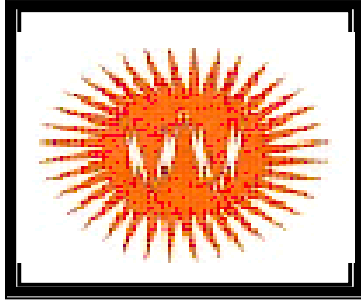


OFFICE OF THE CMD (WEST ZONE)
M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.
G.P.H. Compound, Pologround, Indore



Tender Specification No.CMD/WZ/06/PUR/417,

Due for opening on: - 03.03.2010 AT 3.30 P.M.

OUTSOURCING OF LT BILL PRINTING
FOR
INDORE & UJJAIN REGIONS

Issued by:

The Chief Engineer (Corp. Office -Pur)

O/o CMD (West Zone),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (M.P.)

EPABX No.: 0731-2423577, 2422544, 2423263, 2422045 Extn. 115 Fax No. 0731 2423300.


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BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Outsourcing of LT Bill Printing for Indore & Ujjain Regions
Tender Specification number	CMD/WZ/06/PUR/417
Date of Sale of Tender documents	From 08.02.2010 to 03.03.2010 upto 12:00 Noon
Pre-bid Meeting (Date & Time)	15.02.2010
Last Date of Bid Submission (Date & Time)	03.03.2010 upto 3.00 PM
Due Date of Opening	03.03.2010 at 3.30 PM
Contract Period	3 years from the placement of order
EMD to be Deposited	Rs. 50,000/-
Cost of Tender Documents	Rs. 5,000/- (plus Rs 300/- extra if desired by post)

Tender Notice

	M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD., GPH COMPOUND, POLOGROUND, INDORE (EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144, 151 & 203 Fax No: 2423300)					
No. CMD/WZ/06/PUR/2297		Indore, dated: 06.02.2010				
<u>NOTICE INVITING TENDERS</u>						
Sealed tenders are invited for following items by the dates indicated here under: -						
Sr. No.	T.S. No. CMD/WZ/06/PUR/	Name of Item / work	Approx. quantity	EMD (Rs.)	Tender Fee (Rs.)	Last date for submission up to 3:00 PM & opening at 3:30 PM
1	417	Outsourcing of LT bill printing for Indore & Ujjain regions.	30 Lacs bills per month	50,000	5,000/-	03.03.2010
2	420	Service of pre dispatch inspection of material and their quality assurance.	Inspection of material worth Rs. 500 Cr.	2.0 Lacs	5,000/-	10.03.2010
<p>Note: - Full details of technical specifications, qualifying criteria, are available on our website- www.mppkvvcl.org. The tender documents must be purchased from the Chief Engineer (Corporate Office), O/o CMD (WZ), M.P.P.K.V.V.Co.Ltd., G.P.H. Compound, Polo-ground, Indore from dated 08.02.2010 for Sr. No. 1 & 15.02.2010 for Sr. No. 2, on payment of non refundable tender fees as specified against the respective tenders, between 11.00 Hrs. to 17.00 Hrs. on all working days. Further, if required by post Rs. 300/- shall be payable extra. The last date of selling of tender documents shall be 12:00 Noon on due date of opening of respective tenders. The tender document downloaded from website will not be entertained. In case of any ambiguity, the terms & condition mentioned in the tender document will be final. The payment towards EMD / Cost of Bidding Document shall be made by crossed Demand Draft in favour of M.P.P.K.V.V.Co.Ltd., Indore payable at Indore. Cheque / Cash / Postal orders will not be accepted.</p> <p>Pre bid meeting for TS-417 “Outsourcing of LT bill printing for Indore & Ujjain regions” "shall be held on 15.02.2010 in O/o CE (Corporate Office-Pur).</p> <p style="text-align: center;">www.mppkvvcl.org //Save Electricity// CE (Corp. Office-Pur)</p>						

**OFFICE OF THE CMD (WEST ZONE) M.P.P.K.V.V.C.L.
G.P.H. COMPOUND POLOGROUND INDORE**

Postal Order/Demand Draft No.....

Tender issued to M/s
.....

TENDER FORM

The undersigned hereby tender and offer (subject to the conditions of this tender document) to the **M.P. Paschim Kshetra Vidyut Vitaran Company Ltd., Indore** to execute the works which are included/described/ referred; or may be reasonably inferred to be included/described / referred; to in the tender document no.CMD/WZ/06/PUR/417 dated 06.02.2010 and its enclosure/ schedules/ annexure etc, for the sums and at the rates sets out in Schedule –I annexed hereto.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith. If the questionnaire is not answered in full, the answer to various questions may be taken so as to be advantageous to the Company.

We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document and in any subsequent communication from MPPKVVCL in this regard (if any). Our technical proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communication from MPPKVVCL in this regard (if any).

The information submitted in our offer is complete and is correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer.

Date the Day of.....

TENDERER'S SIGNATURE
(With Seal)

Tenderers Address: -
.....
.....

SECTION-I

SCOPE OF WORK

1. INTRODUCTION :

Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (here in after called as 'Company') caters to approximately 30 Lacs consumers. In the process of improving operational efficiency, the company has decided to focus on its core activities and outsource certain activities. In this regard, Company has identified "LT Bill Printing" an activity which can be outsourced to the private agencies without sacrificing with the integrity of the services.

Currently, LT consumers are billed per month using three different software applications with independent servers. Company pursues its bill processing activity through 14 district headquarters, i.e. at circle level and every circle functions on one of these software (the details are enclosed in **Section -VI**). Currently the Domestic and Non Domestic Category of Consumers are billed in-house and the consumers belonging to the Single Light Point (Below Poverty Line) category and Agricultural Pump Category are billed by a private company to which the activity is outsourced. Following is the basic information about the quantum of work:

Software being used	Number of Divisions	Approximate Number of Consumers
Unix/ Sybase Billing System	42	12,70,000
Windows 2000/ Oracle Billing System	7	7,50,000
Windows 2000/ VFP Billing System*	45	13,50,000

*Outsourced

The quantity of consumers may increase due to addition of new consumers or decrease due to permanent disconnections. Approximate growth may be considered as 5 % per year. The bidder must take into account such possible variation for printing of bills or arrangement of stationery. A text file shall be generated after processing of each batch and shall be handed over to the contractor on day to day basis as and when generated at each of the billing centers. Company wishes to outsource entire Bill printing with supply of stationery with advertisement, for which contractor has to arrange stationary by himself. MPPKVVCL, Indore may add or delete the billing site if required so.

2. QUANTITY VARIATION

It is further clarified that the company is considering implementation of digital photo based meter reading system in urban areas. Indore city is likely to be covered under photo based meter reading system in Ist phase. In case photo based meter reading system is implemented in any area, the scope of work of bill printing relating to such area shall be reduced from overall scope of work under the instant contract.

In case the scope of work for bill printing under the instant contract reduces below 21,00,000 bills per month due to any reason whatsoever (including implementation of photo based meter reading system), the contractor shall be permitted, if he so wishes, to close the contract after giving a notice for a period of not less than three months, without any liability on either side, except those liabilities which have occurred prior to closure of contract on this ground.

3. ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR:

The Contractor shall carry out following activities during the period of contract:

- 1) Collection of billing details in soft copies in the following format from locations as specified in Section -VI.
 - a. In the form of print / text files from billing centres of Sybase billing sites
 - b. In the form of Excel / dump / Text files from Oracle billing sites.
 - c. In form of DBF data files for PUMP / SLP billing sites.
- 2) Compatible media for such data collection shall have to be arranged by the bidder.
- 3) The contractor may depute a person at each data collection location or it may provide internet connection at its own cost using which the company MPPKVVCL, staff shall e-mail the data file for printing.
- 4) Supply of pre-printed billing stationery along-with advertisements, as per guidelines of the Company.
- 5) Print the Bills using appropriate technology, which is capable of printing bar codes whenever desired. The Bar-code shall require the information about consumer number, name, amount due and/ or such other fields.
- 6) Delivery of Printed bills at the collection locations as specified in Section -VI within 3 working days excluding the date of data collections.
- 7) The data handed over to the vendor before 5.00 pm on any working day shall be treated as in warded on same day and all data delivered after 5.00 or on any MPPKVVCL holiday shall be treated as in warded on next MPPKVVCL working day.
- 8) Incorporation of Change request (like printing of bar code from a future date) /change in the billing format during the contract period, changes in font and font size (as and when required).

4. Conditions:

Contractor has to comply with following conditions.

- 1) **Time Period:-**The contract shall be initially for a period of **three years** from the date of order, which can be further extended for a period of one year if required at the same rate terms and conditions of this tender.
- 2) It may be noted that the input data format, billing software as well as format of the bill may be changed by the company any time. In such case, the contractor shall have to make necessary changes in the software/ printing solution / printing stationery, to accept input data in new format and print bills in the revised format on same rate, terms and conditions.
- 3) Technical Specifications & Requirement of Printed LT Bills are mentioned in Section -V, which are to be followed compulsorily.
- 4) No hardware/software will be provided by MPPKVVCL for execution of above works.
- 5) Any hardware/software internet broadband connection required for the project will have to be arranged by the bidder himself. Only data will be made available by company.
- 6) **The work has to be executed by the Contractor himself and no work, or part thereof, shall be sub-let or given to sub-contractor without specific approval of the company. In case any work is sub-let or given to any sub-contractor after obtaining approval of the company, such subcontractor shall also have to follow all the terms and conditions for execution of the work, as are applicable to the Contractor.**
- 7) The printing solution offered, must be capable of printing the Hindi language data in Devnagri Script.

- 8) The print quality on bills must be at-least 600 x 300 DPI for bar codes. Technical details of the printing solution being offered regarding DPI requirement and multi colour high speed printing must be submitted along-with technical offer.
- 9) The variable data printed on the Energy Bill shall have clarity. The minimum font size shall be “10 Arial with 300 DPI”. Appropriate changes are permitted with approval of competent authority.
- 10) The vendors shall note that within single batch of data it is possible that full/ part of some consumer data is in different fonts i.e. in English and Hindi Devnagri Script.
- 11) The required machinery for executing the work shall be owned, installed and maintained by the bidder, within the area of operation of the company MPPKVVCL.
- 12) The contractor shall make foolproof and transparent arrangements to ensure that all the data supplied by Company is printed within stipulated time period.
- 13) The contractor shall have to maintain the confidentiality of the billing information provided by the company. Leakage of the same is liable to be treated as breach of contract.
- 14) The company may depute a person to monitor the printing and dispatches of the bills. He shall certify the deliveries for contents before dispatches. The contractor shall provide appropriate sitting space with basic amenities for the company staff at its printing location.

5. Supply of Stationery for printing of Bills:-

- (i) The billing stationery with advertisements as per the specifications as mentioned in section-V shall be arranged by the bidder himself. In such case, the advertisements to be printed on the pre-printed stationery shall have to be collected by the bidder. **However, guidelines of MPPKVVCL regarding contents of advertisements to be printed on the stationery shall have to be followed.** The advertisement revenue shall be retained by the bidder, therefore the rates must be quoted by the bidder after taking into account the expected advertisement revenue. The guidelines regarding type of advertisements and the permitted advertisement spaces on the bill are shown in the Section –VII & Annexure-II respectively. Prior permission shall invariably be obtained from the Engineer incharge of the work by the contractor for every advertisement
- (ii) Samples of pre printed LT bill forms for domestic and other than domestic bills are given in Annexure-II (A&B). Space for advertisements generally to be provided on bills shall be as follows:-

Front side	-	One space of 175 mm x 45 mm size
Back Side	-	Two space of 175 mm x 40 mm size

If required MPPKVVCL, Indore can modify the draft of LT bill forms. Above sizes of space for advertisement shall generally be provided however due to modification in the draft of LT bill form size of advertisement can be changed.

SECTION-II
ELIGIBILITY CRITERION

1. General:

- a. Bidding is open to an individual/ firm / company or a joint venture of maximum two individuals/ firms / companies, which meets prescribed qualifying requirements. Joint ventures/ Consortium of more than two firms shall not be permitted to participate.
- b. In case of Joint venture, one of the partners shall be nominated as lead partner. The lead partner shall be authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. Execution of the contract including receipt of payment shall be done exclusively through the lead partner. Authorisation to the lead partner shall be evidenced by submitting a Joint Venture Agreement signed by legally authorised signatories of all the partners as per the proforma shown in Annexure 1.
- c. In case of Joint ventures, the bid and all tender documents shall be signed either by the lead partner or both the partners of JV. However, irrespective of the fact that whether any partner of JV has signed all the bid papers or not, if bid is submitted as JV, all the partners of the JV shall be liable jointly and severally for execution of the contract.

2. Financial Eligibility:

- a. Individual person, firm or company intending to submit this bid must have minimum average turnover of Rupees Seventy Five Lacs per annum during last two financial years.
- b. In case of joint venture of two persons, firms or companies, each partner of the joint venture must have minimum average turnover of Rupees Fifty Lacs per annum during last two financial years.
- c. The Bidders need to submit at least two copies of their profit and loss account and balance sheet for the last two financial years for ascertainment of Financial Eligibility.

3. Technical Eligibility:

- a. The bidder (any partner in case of a joint venture) must have sufficient machinery to print the stationary for bills (including printing of advertisements); or they must have agreement to provide such stationery in adequate quantity as specified in scope of work with the printers and requisite other equipments.
- b. The bidder (any partner in case of a joint venture) must be in the field of software with experience in printing of variable data on bills for consumers of any Utility/ any other businesses, since **at least three year** and must fulfil following requirements.
 - i. Must have executed an order of minimum value of **Rupees Seventy Lacs** in a year in any of the past two financial years, for variable data printing for any Government Sector Organization or Public Sector Undertaking. Bidder must submit a certificate issued by chartered accounted in this regard.
 - ii. Must have rendered services for printing of minimum of **250 Lacs bills** or pages per annum in any of the past two financial years. A certificate in this regard from the organization to which services were rendered in the past shall have to be furnished along with the offer as per enclosed schedule-III part "A".
 - iii. Must have high speed printing machine located in the jurisdiction of MPPKVVCL with option for at least two spot colours. Details about capability of spot Colour with high speed printing machines available with bidder needs to be submitted.
 - iv. Must have adequate computers, peripherals, required to carry out the work and adequate office space etc.

SECTION-III
GENERAL INSTRUCTIONS TO BIDDERS

Chief Engineer (Corp. Office-Pur), O/o CMD (West Zone), M.P.P.K.V.V.C.L., Indore; on behalf of “The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore” hereinafter referred to as “Company”, will receive sealed tenders / bids for **OUTSOURCING OF LT BILL PRINTING FOR INDORE & UJJAIN REGIONS** as per the details set out elsewhere in this tender document.

1. GENERAL :-

- (i) The bidders are requested to ensure that they furnish the offer in duplicate and each page of the tender should be signed and duly stamped by the bidder. Any over corrections / overwriting should be signed by the bidder. An offer with corrections / overwriting without signature of the bidder is likely to be rejected
- (ii) The Bidders are requested to ensure that all required schedules duly filled-in, are submitted with the offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
- (iii) Transfer of the documents purchased by one bidder to any other bidder is not permissible.
- (iv) Before submitting the tender, the bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of site and locality of work. It must be ensured that all conditions that are likely to be encountered during the execution of work have been taken into consideration and the quoted rates are adequate to meet all the contractual obligations under this contract.
- (v) The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the contract and made himself aware of the scope and specifications of the work to be done, and all other factors having a bearing on the execution of works.
- (vi) The company will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the contractor is found later to have misjudged any condition(s).

2. EARNEST MONEY:-

- (i) The Tenderer shall deposit the Earnest Money amounting to **Rs.50,000/-** along with the bid.
- (ii) **No offer will be accepted without Earnest Money Deposit, unless exempted by the Company.** If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected and returned to the bidder. The Earnest Money can be deposited in one of the following forms only: -
 - a) In cash, to be deposited with the Senior Accounts Officer, MPPKVVCL, Indore.
 - b) By Bank Draft in favour of Senior Accounts Officer, MPPKVVCL, Indore.
- (iii) **The following are exempted from payment of Earnest Money Deposit: -**
 - a) SSI Units of State of Madhya Pradesh permanently registered with DIC/Ancillary Units of MPPKVVCL. **The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.**
 - b) The **Small Scale Unit permanently registered with NSIC**, whose registration certificate is valid for the item quoted on due date of opening of commercial and technical bid shall be entitled for exemption from EMD. (The renewal / amendment of certificate should not be more than 3 years old from the due date of opening of tender).

- c) The Medium/Large Scale Manufacturing Units, located in Madhya Pradesh (other than SSI/ Ancillary units to MPPKVVCL and Govt. undertaking) are permitted to furnish the EMD @ 50% (Half) of the rates prescribed above. Here also, permanent registration is a must in respect of specified item against this tender.
 - d) Fully owned State/Central Govt. manufacturing units, if 100% shares are held by the Govt. concerned, for which documentary evidence must be furnished with the offer.
 - e) The photo copy of the NSIC/ SSI Registration Certificate for the tendered items duly attested by GM/Manager of DIC of the area, or an officer of MPPKVVCL not below the rank of EE, or any Gazetted officer not below the rank of Dy. Collector, shall be furnished with the offer. In case of unattested copy, the original certificate should be produced at the time of tender opening for verification.
 - f) All the SSI/ NSIC units should quote/offer the material only to the extent they are registered for respective items with SSI/NSIC organization. The certificate should be valid and duly renewed as the case may be.
- (iv) The bidder, who comes under above categories, should furnish documentary evidence with the offer, failing which his offer shall be rejected.
 - (v) In case, the bidder withdraws this offer during the validity period, after placement of order, the **EMD** amount shall be forfeited.
 - (vi) No interest shall be paid on EMD amounts.
 - (vii) **Return of earnest money to bidders.**
 - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
 - b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit.

3. TAXES AND DUTIES:-

- (i) Entry tax if applicable will be borne by the company.
- (ii) All other taxes and duties should be included in the quoted prices. Any kind of taxes and duties shall not be paid extra.
- (iii) The price quoted by bidder must be inclusive of cost of Service Tax (even if the service tax is payable by the company). Any service tax imposed on the company as a result of this outsourcing arrangement with the Contractor, will be deducted by the company from the bill of the Contractor, and remitted to the concerned tax department. If any liability is raised by the concerned tax department on account of Service Tax at a later date, the amount of liability will be recovered from the Contractor's pending bills/ security deposit, or recovered in any other manner as may deem fit. This clause will survive the termination of this agreement for whatever reasons.
- (iv) The TDS shall be deducted at appropriate rate from the gross bill amount.

4. AMENDMENT IN SPECIFICATION:-

The MPPKVVCL, Indore may revise or amend the specification, prior to the date notified for opening of tender. Such revision/amendment, if any, will be communicated to all those who have purchased the tender documents as Amendment/Addendum to the invitation of tender.

5. BIDS RECEIVED BY MESSENGER:-

When tenders are delivered by a special messenger, the same should be dropped in the Tender Box, kept in the O/o. CMD (WZ), MPPKVVCL, Indore on all working days indicated in tender notice between 10-30 hours to 15 hours only. **Nobody is authorized to receive or grant receipt for tender delivered by hand**

6. TELEX/TELEGRAPHIC/FAX BIDS:-

Telex/Telegraphic/Fax offers will not be considered under any circumstances.

7. DELAYED/LATE BIDS:-

The MPPKVVCL, Indore shall not assume any responsibility for any postal delays either for the late receipt of documents by bidders or late receipt of bids by the MPPKVVCL, Indore. **No extension in time shall be granted on such grounds.**

8. ALTERNATIVE BIDS:-

Bid should be submitted as per intent of tender documents; any alternative offers are liable to be rejected.

9. MISTAKES IN BIDS:-

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, the amount quoted in words would prevail. However, company may, in its sole discretion, take any other interpretation, or reject such offers.

10. LUMP SUM BASED BIDS:-

In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, MPPKVVCL, Indore can summarily reject such incomplete tender.

11. PRINTED TERMS AND CONDITIONS IN BIDS:-

Contractor's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever it may be.

12. ALTERATION – CORRECTION IN BIDS:-

No alteration/correction in the tender document will be permitted.

13. INCOMPLETE BIDS:-

Tender which is incomplete or obscure is liable for rejection.

14. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF:-

MPPKVVCL, Indore reserves the right to accept/reject wholly or partly any tender without assigning any reason whatsoever. The MPPKVVCL, Indore in this regard shall not entertain any correspondence.

15. AMBIGUITIES IN CONDITIONS OF BIDS:-

In case of ambiguous or self contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the MPPKVVCL, Indore, may be taken without any reference to the tenders.

16. DISQUALIFICATION OF BIDS:-

A bid which gets opened before the due dates as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, i.e., when a bidder does not comply, tender will be rejected.

17. LANGUAGE OF BIDS:-

All tenders should be made either in English or in Hindi only.

18. COMMERCIAL TAX CLEARANCE CERTIFICATE:-

The bidder shall furnish Commercial Tax Clearance Certificate from competent authority. Alternatively, the bidder shall give reasons for his inability to furnish such a certificate. The Company reserves the right to reject any tender if Commercial Tax certificate or the reasons for the bidder's inability to furnish such a certificate are not furnished.

19. QUESTIONNAIRE FILLING IS ESSENTIAL:-

A "QUESTIONNAIRE (Schedule II)" along with specification is enclosed for technical/commercial details. It is compulsory on the part of the bidder to furnish all details as per the "Questionnaire". In case, this is not filled up and enclosed with the bid, the offer is liable to be rejected.

20. DEVIATIONS FROM TERMS/CONDITIONS:-

Offers with deviation in the terms of payment, liquidated damages, security deposit are liable to the rejected outright.

Should the bidder desire to depart from other conditions and/or technical specifications in any respect, he shall draw attention to such deviations as per Schedule III part "B" and "C" stating fully the reasons thereof. Unless this is done, these conditions and specifications will hold good, as acceptable to the bidder.

It may clearly be understood that, even if deviations have been mentioned anywhere in the offer, the same shall not be taken in to cognizance unless the same are specifically mentioned in the deviation schedule(s). Deviation Schedules must be duly stamped & signed (even when all terms and condition acceptable).

21. SUBMISSION OF BIDS:-

(i) The tender shall be submitted in three (3) parts:-

Part-I shall contain "EARNEST MONEY DEPOSIT"

Part-II shall contain "COMMERCIAL BID AND THE TECHNICAL BID"

The details about these two bids are discussed in Section –IV & V respectively. Relevant information that the bidders are required to submit, comprises duly filled-in Questionnaire, all schedules and any other the information that is sought in the tender.

Part-III shall contain "PRICE BID", in the price Schedule. The bidder shall ensure that the prices/rates are filled in accordance with the Proforma for "Price and Quantity"
Schedule-I

- (ii) Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- (iii) Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.
- (iv) All the three parts shall be submitted in three separate sealed envelopes and these envelopes shall be properly super-scribed as **Part-I “Earnest Money Deposit”, Part-II “Commercial Bid and Technical Bid”** and **Part-III “Price Bid”** Each envelope shall also be super scribed with name of the work and TS number for which the tender is submitted, the name of the said bidder and the date of opening, as advertised. **The tender i.e. the three parts shall be submitted each in duplicate.**

The above three envelopes, duly sealed, are to be kept again in one envelope called main envelope and sealed. This envelope should be properly super scribed stating that this envelope contains three separate envelopes for part I “EARNEST MONEY DEPOSIT”, Part – II “COMMERCIAL AND TECHNICAL BID” and Part – III “PRICE BID”, in addition to tender specification No., name of work and bidder. Details of Earnest Money Deposit, and due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that MPPKVCL, Indore’s PAYMENT TERMS, PENALTY and SECURITY DEPOSIT CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in following manner:-

Tender Specification No. - CMD/WZ/06/PUR/417

Due For Opening On - 03.03.2010 at 3.30 PM

For – Outsourcing of LT bills Printing for Indore and Ujjain Regions.

This Envelope Contains 3 Separate Envelopes For:-

- a. Part I : “Earnest Money Deposit”
- b. Part II: “Commercial And Technical Bid”
- c. Part III: “Price Bid”

It is certified that we agree to the following clauses of tender specification:-

- a. Payment terms : agreed.
- b. Security deposit : agreed.
- c. Penalty : agreed.

Signature of bidder
Status and company’s seal

- (vi) Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bid, the offer shall be liable to be rejected.

22. PRE BID MEETING:-

- i) If interested firms, who have purchased the tender documents for the work, have any query related to tender document or scope of work, they may seek clarification from CE (Corp. Office-Pur) O/o CMD (WZ) upto 15.02.2010. A pre-bid meeting shall be held on dated **15.02.2010**, with all the firms who have purchased tender documents for the instant work, for clarification of any doubts etc. related to tender documents as well as Scope of Works to be executed.
- ii) **Supplementary price bid shall be allowed on account of modification in the scope of work as a result of price bid meeting.**

23. DATE AND TIME OF OPENING OF BIDS – CHANGES:-

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening / submission of tender documents is declared as holiday by Central / State Govt. or local Administration, it will be automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent day, in case the opening of the entire tender is not completed on the day opening.

It may please be noted that the due date / time of opening can be altered, extended, if desired by the purchaser, without assigning any reasons thereof. However, due intimation shall be given / published in News-Paper in such a case.

24. OPENING OF EMD AND COMMERCIAL AND TECHNICAL BID:-

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for **EMD** shall be verified and thereafter, the second part, i.e. the Commercial and Technical Bid, shall be opened on the same date in respect of eligible bidders.

25. OPENING OF PRICE BID:-

The price bid shall be opened only after evaluation of technical and commercial bid either on the same date or subsequent date to be notified separately.

The offers which are in conformity with important commercial terms and conditions including Payment terms, Penalty, Security Deposit and Performance Guarantee clause of Tender specification and exactly as per our technical specification, shall be eligible for opening of their Price Bid.

26. CANVASSING OF BIDS:-

- (i) Tender shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Company's personal or Representative, on matters relating to tender under process.
- (ii) The company desires to deal directly with the bidder to avoid delay in decision making. It will be in the interest of bidder to avoid liasioner/commission agent.

27. VALIDITY OF BIDS:-

The offers must be **valid for 180 days**. Validity of the offer shall be counted from the date of opening of bids.

28. AUTHORISATION/LOCAL REPRESENTATIVE:-

Only authorized representative, possessing necessary authority letter from the bidder shall be allowed to participate in the tender opening.

29. ACCEPTANCE OF TENDER:-

- (i) The MPPKVVCL, Indore may reject any or all tenders or to accept any tender considering advantageous to MPPKVVCL, Indore whether it is the lowest offer or not.
- (ii) The successful bidder would have to execute an agreement as per company's rules, within 15 days of the intimation being given to him regarding acceptance of his bid, for successful completion of the work.

30. CHANGE OF QUANTITY

The Company reserves the right to vary the quantities of any or all items/ work as specified in the technical specification/schedules as may be necessary, based on Company's judgment. No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

31. PURCHASE OF TENDER DOCUMENT

It is necessary to purchase the tender documents from this office, tender documents downloaded from web site will not be accepted as it is for guidance only.

SECTION-IV
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS:

- (i) "Company" means the Madhya Pradesh Paschim Kshetra Vidut Vitran Co Ltd, Indore and the expression shall include its permitted assigns, successors or executors.
- (ii) "Supplier" or "Service provider" or "Contractor" means the bidder whose bid is accepted by the company for award of Works and shall include such successful bidder's legal representatives, successors and permitted assignees.
- (iii) "Engineer In-charge" means Executive Engineer (Computer), MPPKVVCL, Indore or as designated by the Company.
- (iv) "Works" means any or all works which are required to be executed by Contractor as specified in the "Scope of Work" and elsewhere in this document.

2. CONDITIONS SPECIFIED IN "SCOPE OF WORK", "ELIGIBILITY CRITERION" & "GENERAL INSTRUCTIONS TO BIDDERS":

All terms and conditions, instructions and directions to bidders which are mentioned under the sections "General Instructions to Bidders", "Eligibility Criterion", "Scope of Work" and enclosures/ annexure thereof shall deemed to be forming part of and included, in the General Terms and Conditions of the Contract.

3. PRICES

- (i) It is obligatory that FIRM and FOR Destination prices inclusive of all taxes (except Entry Tax), duties, levies, packing, freight, forwarding etc. are quoted for any of the consignee as listed in Section VI.
- (ii) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, including all elements. In absence of this, the offer shall be liable for rejection.

4. TRANSIT RISK:-

Responsibility regarding covering of risk during transit of bills, stationery etc. shall entirely be on the Contractor. The MPPKVVCL, Indore shall, in any case, not bear the transit risks/ transit insurance charges.

5. PACKING AND FORWARDING:-

- (i) The Contractor shall be responsible for the Bills and Stationery being sufficiently and properly packed at his expenses for transport, so as to ensure them being free from the loss/ damage due to handling and transport to the destination.
- (ii) Each package shall be prominently and distinctly marked on atleast two faces, indicating the full address of the consignee, and other relevant details.

6. INSURANCE:-

The bidder will be responsible for taking out any appropriate insurance coverage, as may be required for successful completion of the job, at their own cost.

7. **DELIVERY:-**

Delivery of Printed bills at the collection locations as specified in Section -VI within 3 working days excluding the date of data collections.

8. **FORCE MAJEURE:-**

Force majeure condition is herein defined as:-

- (i) Natural phenomena, such as floods, draught, earth-quakes and epidemics.
- (ii) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (iii) Accident and disruption such as fires, explosion, and increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment etc.
- (iv) Strikes, slow down, lockout containing for more than three (3) weeks.
- (v) Failure or delay in the Contractor's source of supply due to force majeure causes enumerated at (i) do (iv) above, provided the Contractor produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.
- (vi) Any cause which is beyond the reasonable control of the Contractor or company as the cast may be.
- (vii) All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the Contractor to perform.

Note: - The cause of force-majeure condition will be taken into consideration only if the Contractor, within 15 days from the occurrence of such delay, gives notice of a force majeure event to the Company. On receipt of such notice, the Company, shall verify the facts and may grant such extension in time as the facts justify.

9. **TERMS OF PAYMENT:-**

- (i) Subject to completion of all contractual formalities, 100% assured payment would be made within **45 days** after satisfactory completion of the works on monthly basis. However, if any delay in payment occurs, the M.P.P.K.V.V. Co. Ltd, Indore shall not be liable for any interest.
- (ii) For payment, the original bills (should be marked "**ORIGINAL**") should be forwarded to the respective Engineer-in-charge every month for arranging payment. The bill should indicate Sales Tax Registration Number and date allotted to him under Sales Tax Act/ VAT Act.

10. **PENALTY:-**

It may be understood that timely completion of the work is very crucial for business of the company. As such, the Contractor shall arrange well in advance, all arrangements to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, accident or failure of machines and equipments etc. It will be the responsibility of the contractor to keep available surplus machinery, equipments and workers to supplement the need as and when required. In case of delay in supply of printed bills beyond stipulated time period, without prejudice to other rights of the company, penalty as follows shall be levied.

- (i) For delay up to 5 days – penalty shall be equal to 5 paise per bill for the batch of bills which are delayed, for each day of delay. For this purpose, part of a day shall be considered as full day.
- (ii) For delay beyond 5 days - Contract is liable to be cancelled if delay is for more than 120 hrs (5 days). Without prejudice, if contract is not cancelled for delay beyond five days, further penalty @ 10 paise per bill for the batch of bills which are delayed, for each day of delay beyond five days, shall be payable.

- (iii) Total penalty in pursuance of clause (i) and (ii) above shall not exceed the price of per bill for the batch of bills which are delayed.
- (iv) In case work done is not as per the specifications, without prejudice to other rights of the Company, a reasonable amount may be deducted from invoice of the contractor as compensation.
- (v) Notwithstanding anything contained in this tender document, in the event of delay in supply of printed bills by the contractor, the company reserves the right to get the whole or part of the works executed from elsewhere, after giving due notices to the Contractor, **on account and at the risk of the Contractor**. Decision of the Company shall be final and binding in this regard.

11. PENALTY FOR BREACH OF CONTRACT:-

Breach of any terms and conditions which are included in the sections “General Terms and Conditions of the Contract”, “General Instruction to bidders”, “Scope of work” or various schedules, annexure, enclosures, appendix etc. which are referred in these sections, shall be deemed as breach of this Contract. In case of breach this contract by the contractor, the Company shall be entitled to forfeit the available security deposit and to realise and retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Company to recover any further sums as damages, from any sums which are due or which may become due to the contractor by the company; or otherwise howsoever.

12. SECURITY DEPOSIT:-

- (i) Within 30 days of the intimation being given to the bidder regarding acceptance of offer, the bidder will have to deposit an amount of **Rs. 10 Lacs** in Cash or Demand Draft or Bank Guarantee as Security Deposit. Failure by the successful bidder to furnish the prescribed security deposit, or to execute the agreement within the specified period, or to start the work within such time as determined by Engineer in Charge, shall entail forfeiture of EMD/ security deposit and cancellation of contract, without prejudice to the right of the company to recover further damages from the bidder.
- (ii) SD in the form of Cash is to be deposited with Sr. Account Officer MPPKVVCL, Indore and original receipt produced to the order placing authority which shall be returned after conveying the acceptance of Security Deposit.
- (iii) SD in the form of Demand Draft is to be drawn in favour of M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., drawn on any nationalized / scheduled Bank and payable at Indore.
- (iv) SD in the form of Bank Guarantee has to be furnished by any nationalized/scheduled Bank strictly as per MPPKVVCL, Indore’s Proforma (to be supplied along with the order) valid sufficiently to cover the contract period in the office of the order placing authorities.
- (v) The MPPKVVCL, Indore shall forfeit the Security Deposit in event of non execution / part execution of the orders / poor performance of Contractor / contractors besides invoking the penalty clauses.
- (vi) The Security Deposit shall be returned to the successful bidder only after due and faithful performance of the order as per terms and conditions of the provided there are no claims outstanding to be recovered against the bidders / Contractors.
- (vii) No interest shall be paid by the MPPKVVCL, Indore on security deposit furnished by the Contractors.

13. COMMENCEMENT OF WORK:-

The successful bidder shall start work from the stipulated date mutually agreed between the Engineer in-charge and the contractor, which shall not be more than 90 days from the date of agreement or such other date agreed by the Engineer incharge.

14. EXTENSION ORDER:-

The contract shall be initially for a period of **three years** from the date of order, which can be further extended for a period of one year if required.

15. TESTS TO BE CONDUCTED:-

The Company or Engineer In charge may direct the Contractor to get the stationery tested in a laboratory approved by the Engineer in charge for the conformity of the material with the specifications. The frequency of Testing shall be generally six months or earlier in case some doubt is raised by the Engineer in charge.

16. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS:-

All amounts recoverable from the successful bidder against earlier contracts with the MPPKVVCL, Indore will be adjusted from payment due against the contract that may be awarded under this specification.

17. ROYALTIES AND PETENTS:-

All royalties for patent or any charges for usage or infringement there of that may be involved in the execution of work shall be included **in** the quoted price, and the Contractor shall protect company against any claim thereof.

18. COMPLIANCE OF REGULATIONS:-

All work shall be executed in accordance with the prevailing laws in India, relating to the work and rules & regulations there under, wherever they are applicable. The contractor shall be bound by the provisions of all the legislation as in force and operative in Madhya Pradesh for the time being, in the same way and to the same extent as the company(?). In the event of any default on the part of the contractor or his agent of any provision of such law, the company is required to incur any expenditure and liabilities arising from, the company shall be entitled to **deduct and recover such amount from the contractor**. Decision of the company that any sum has become payable by the contractor in this regard shall be final.

The contractor should execute and deliver such documents, as may be needed, by the company in evidence of compliance. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the Contractor and the purchasers shall not be responsible in any manner whatsoever.

19. CANCELLATION OF ORDER:-

- (i) The Company may upon written notice of default, terminate contract in the circumstances detailed hereunder:-
 - a) If in the option of the company, the Contractor fails to complete the assigned work within the time specified or during the period for which extension has been granted by the company.
 - b) If in the option of the company, the Contractor fails to comply with any of the other provisions of this contract or billing stationery is found not in accordance with prescribed specifications and / or the approved samples.

- c) If the contractor becomes insolvent or bankrupt.
 - d) If as a result of force majeure the contractor is unable to perform work for more than 30 days.
 - e) If the contractor, in the judgement of Engineer incharge, has engaged in corrupt or fraudulent practices in execution of the Contract.
- (ii) In the event of such termination, the Company shall exercise the discretionary powers as:-
- a) To recover from the Contractor the agreed liquidated damages.
And/ Or
 - b) To get the works executed from elsewhere, after giving due notices to the Contractor, on account and at the risk of the Contractor such works, which are not executed. Decision of the Company shall be final and binding in this regard.
And/ Or
 - c) To cancel the contract reserving Company's right to recover damages.
- (iii) The powers under sub- clause(ii) a ,b, and c) referred to above, are in addition to the rights and remedy available to the MPPKVVCL, Indore under the law of India relating to contract.
- (iv) In the event, MPPKVVCL, Indore does not terminate the order as provided in sub-clause (i) and (ii) above, the Contractor shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay.

20. ARBITRATION:-

- (i) If, at any time, any question, dispute or difference, whatsoever shall arise between the parties; upon, or in relation to, or in connection with the contract, the same shall be referred to the Executive Director/ Chief Engineer of respective region for conciliation.
- (ii) In the event dispute of any dispute arising between the parties leads to Arbitration, the same shall be governed by provisions of MP Madhyastham Adhikaran Adhiniyam, 1983.
- (iii) Works under the contract shall be continued to be executed by the contractor during the conciliation/ arbitration proceedings, unless otherwise, directed in writing by the company or unless the matter is such that the work cannot possibly be continued until the decision of the Conciliator or the Tribunal, as the case may be, is issued.

21. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with Tender/ contract order shall be subject to exclusive jurisdiction of court at Indore only.

22. RANDOM TESTING:-

Billing stationery utilised by Contractor for printing of bills (if stationery is supplied by Contractor) and print quality shall be subjected to random testing by the company. If, during such testing, the quality of stationery or printing is not found up to the specifications, without prejudice to other rights, the company may-

- (i) Ask to Contractor redo the work as per specifications, at the cost of Contractor. It shall not relieve the Contractor of his liabilities towards payment of penalty for delay;

or

- (ii) Deduct such amount from the bill of the Contractor as may deem appropriate, as a compensation towards sub-standard work;

or

- (iii) Terminate the contract without prejudice to the right to recover liquidated damages.

23. OFFICER INCHARGE:-

Executive Engineer (Computer) MPPKVVCL, Pologround Indore shall be the officer incharge of the work.

24. CORRESPONDENCE:-

Copies of all important correspondence regarding the order shall be endorsed to the following:-

- i) EE (Computer) Indore.
- ii) Concerned SE (O&M) / (CC) and Sr. AO /Regional AO Indore/ Ujjain.
- iii) C.E. (Corp. Office-Pur) O/o, CMD (WZ) MPPKVVCL, G.P.H. Compound Pologround Indore.

SECTION-V**TECHNICAL SPECIFICATIONS & REQUIREMENT OF PRINTED LT BILL**

S. No.	Name of Item	Size	Weight of paper (Gram per Sq. mtr.)	Paper Quality	Perforation at Horizontal
1	Printed LT Bills (Including Static and Variable Data)	A-4	70 +	White maplitho "A" Grade quality	6 cms from bottom

Conditions:-

- (i) Both side printing should be of high quality sharp, very clear without ink spreading.
- (ii) Sharpness and intensity of Bar Code and Variable printing data must be as specified in Scope of Work/ special conditions of the contract.
- (iii) The specimen sample of bill is enclosed as Annexure II. The printing of the bills on both sides must be as per attached sample, with design, colour scheme and advertisement at specified places.
- (iv) The advertisement printed on the bills must follow the guidelines as mentioned in Section VII.
- (v) The printing matter may be changed to any extent as per the requirement, during the validity of contract. This must be acceptable to the firm.

Section VI : Details of Billing Site & Billing Software being Used

(Note - Billing software may be changed by Company time-to- time)

<i>DETAILS OF BILLING AT VARIOUS SITES INDORE REGION</i>				
Sr.No.	Name of Circle Office from where billing data is to be collected by the contractor	Name of Dns. Whose billing is covered under respective circles, and where printed bills pertaining to each such divisions are to be delivered.	Aprox. Consumer	Billing Type
(1)	(2)	(3)	(4)	(5)
1	Indore City	East City Dn.	87250	RMS
2		West City Dn.	109827	RMS
3		South City Dn.	110708	RMS
4		Central Dn.		
5		North city Dn	83281	RMS
6	Indore O&M	IndoreO&M Dn.	74614	RMS
7		Pithampur O&M	35693	Sybase
8		Depalpur O&M	52517	Sybase
9		Mhow O&M	81167	Sybase
10	Dhar O&M	Dhar O&M	94021	Sybase
11		Rajgarh O&M	101006	Sybase
12		Manawar O&M	60588	Out source
13	Jhabua O&M	Jhabua O&M	91879	Sybase
14		Alirajpur O&M	46706	Sybase
15	Khandwa O&M	Khandwa I	40551	Sybase
16		Khandwa II	54981	Sybase
17		Khandwa City	37947	Sybase
17		Pandhana	-	Out source
18	Burhanpur	Burhanpur City	37205	Sybase
19		Burhanpur O&M	76116	Sybase
20				
21	Khargone O&M	Khargone I	68898	Sybase
22		Khargone II	38210	
23		Barwaha O&M	54740	Sybase
24		Mandleshwar	71869	Sybase
25	Barwani O&M	Barwanai O&M	59036	Sybase
26		Sendhwa O&M	78305	Sybase
	Total Indore Region		1647115	

DETAILS OF BILLING AT VARIOUS SITES UJJAIN REGION				
Sr.No.	Name of Circle Office from where billing data is to be collected by the contractor	Name of Dns. Whose billing is covered under respective circles, and where printed bills pertaining to each such divisions are to be delivered.	Aprox. Consumer	Billing Type
(1)	(2)	(3)	(4)	(5)
1	Ujjain O&M Circle	Ujjain City	88354	RMS
2		Ujjain O&M	44108	RMS
3		Badnagar O&M*	50562	Sybase
4		Mahidpur O&M*	31630	Sybase
5		Nagada O&M*	59273	Sybase
6		Tarana O&M*	33468	Sybase
7	Dewas O&M Circle	Dewas City	46063	Sybase
8		Dewas O&M	36357	Sybase
9		Sonkattach O&M	47242	Sybase
10		Bagali O&M*	41922	Sybase
11		Kannod O&M*	53841	Sybase
12	Shajapur O&M	Shajapur O&M	45227	Sybase
13		Moman barodiya*	16239	Sybase
14		Agar O&M*	65496	Sybase
15		Sujalpur O&M*	59858	Sybase
16	Ratlam O&M Circle	Ratlam City	58049	Sybase
17		Jaora*	66151	Sybase
18		Alote*	34978	Sybase
19		Ratlam O&M	69881	Sybase
20	Mandsour O&M	Mandsour O&M	100404	Sybase
21		Garoth O&M*	69112	Sybase
22		Sitamau O&M*	49550	Sybase
23		Malhargarh O&M*	43817	Sybase
24	Neemuch O&M	Neemuch O&M	50111	Sybase
25		Jawad O&M*	40882	Sybase
26		Manasa	-	OUT SOURCE
Total Ujjain Region			1302575	
TOTAL CONSUMERS Indore and Ujjain Region			2949690	

Note : Billing site in Indore & Ujjain regions alongwith other details mentioned above may be modified as per requirement during the course of contract. The delivery location for the divisions indicated with (*) in above table shall be respective circle offices as these divisions do not provide adequate and regular goods transport system.

SECTION-VII

GENERAL RULES FOR ADVERTISEMENT ON LT BILL FORMS

1. Advertising shall be designed in conformity with the laws of the country and should not offend against morality, decency and religious susceptibilities of the people.
2. No advertisement shall be permitted which:-
 - i) Derides any race, caste, colour, creed and nationality; is against any of the directive principles, or any other provision of the Constitution of India;
 - ii) tends to incite people to crime, cause disorder or violence, or breach of law or glorifies violence or obscenity in any way;
 - iii) presents criminality as desirable;
 - iv) adversely affects friendly relations with foreign States;
 - v) exploits the national emblem, or any part of the constitution or the person or personality of a national leader or State Dignitary;
 - vi) relates to or promotes cigarettes and tobacco products, liquor, wines and other intoxicants.
3. No advertisements message shall in any way be presented as News.
4. No advertisements shall be permitted the objects whereof are wholly or mainly of a religious or political natures; advertisement must not be directed towards any religious or political end or have relation to any industrial dispute.
5. Advertisements for services concerned with the following shall not be accepted:-
 - (i) Money lenders;
 - (ii) Chit funds;
 - (iii) Saving schemes and lotteries other than those conducted by Central and State Government Organisations, Nationalized or Recognized banks and public sector undertakings.
 - (iv) Unlicensed employment services
6. The items advertised shall not suffer from any defect or deficiency as mentioned in Consumer Protection Act 1986.
7. No advertisement shall contain reference which are likely to lead the public to infer that the product advertised or any advertised or any of its ingredients has some special or miraculous or super-natural property or quality, which is difficult of being proved, e.g. cure for baldness, skin whitener, etc.
8. Advertisements shall not contain disparaging or derogatory references to another product.
9. The advertisement should not violate the provisions of following acts .
 - i) Drugs and Cosmetics Act, 1940.
 - ii) Drugs Control Act, 1950.
 - iii) Drugs and Magic Remedies (Objectionable Advertisement) Act, 1954.
 - iv) Copyright Act, 1957.
 - v) Trade and Merchandise Marks Act, 1958.
 - vi) Prevention of Food Adulteration Act, 1954.
 - vii) Pharmacy Act, 1948.

- viii) Prize Competition Act, 1955.
- ix) Emblems and Names (Prevention of Improper Use) Act, 1950.
- x) Consumer Protection Act, 1986.
- xi) Indecent Representation of women (Prohibition) Act, 1986.
- xii) Code of Ethics for advertisement in India issued by the Advertising Council of India
- xiii) Any other law for the time being in-force relating to the work.
(The list is illustrative and not exhaustive).

10. MPPKVVCL, Indore reserves the right to bar any advertisement even if it is approved due to statutory reasons like code of conduct issued because of elections or such other reasons. In case of any dispute the matter will be resolved in accordance with the clause NO. 20 of Section-IV- GTCC i.e. "Arbitration".
11. Prior permission shall invariably be obtained from the office incharge of the work by the contractor for every advertisement.

SCHEDULE-I**PRICE AND QUANTITY****(To be kept in envelope Part-III Price Bid)****(OUTSOURCING OF LT BILL PRINTING FOR INDORE & UJJAIN REGIONS)**

S. No.	Description of item/material	Expected Quantity of Bills to be printed / Month	FIRM price per bill form, FOR destination, including ED, VAT / CST, Service Tax, other charges & freight charges etc. (Please indicate in fig. and words both). (Rs. / Bill)	
1	2	3	4	
			In figures	In words
1	Collection of data, supply of bill printing stationery, bill printing and delivering printed bills at different locations under Indore & Ujjain regions.	30 Lacs bills		

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

NOTES :-

- The advertisements are to be collected by bidder himself. The space provided for advertisement shall be as specified as per sample bill form attached in this document.

Advertisement Revenue shall be retained by the bidder. Thus, the bidder is requested to quote the rates, keeping in mind this aspect. If advertisement revenue is likely to be more than the cost of bill printing (including stationery) and the bidder wishes to share some advertisement revenue with the Company, it may quote negative rates.

Continued...

2. Rates in various tapering steps shall not be considered.
3. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall be summarily rejected and shall not be considered, in any case.
4. Payment of any type of Govt. statutory levies/ taxes (except Entry Tax) will be responsibility of the bidder.
5. The quoted price should be “FIRM” and on F.O.R. destination basis inclusive of all taxes and duties. No other charges will be paid extra.
6. Entry tax if applicable will be borne by the MPPKVVCL, Indore.
7. The TDS shall be deducted at appropriate rate from the gross bill amount.

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

SCHEDULE-II (PART-A)
GENERAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID)
If there is any deviation in General terms & conditions of the tender, it should be mentioned specifically in deviation schedule. If it is not mentioned in deviation schedule, it will not be considered.

- (*) Strike off, whichever is not applicable.
(*) Separate sheets should be used, wherever necessary.

S. No.	Particulars	Details
1	Name & Address of the Bidder	
2	Name & Address of the firm/Company etc.	
a)	Registration office	
b)	Factory/ works address	
c)	Telegraphic address	
d)	Telex/fax Nos.	
e)	Telephone Nos.	
3	Any other information that bidder may like to give in order to highlight his bid.	

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

SCHEDULE-II (PART-B)
COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID)”
If there is(ARE) any deviation in General terms & conditions of the tender, it(THESE) should be mentioned specifically in deviation schedule. If it is not mentioned in deviation schedule, it will not be considered.

- * Strike off, whichever is not applicable.
- * Separate sheets should be used, wherever necessary.

S No.	Particulars	Details
1	Earnest Money details	
a)	Bank draft/Bankers cheque/ Cash with Sr. AO, MPPKVVCL, Indore.	
b)	Amount of EMD & full details (in Rs.)	
2	Sales Tax Registration Number	
a)	Commercial Sales Tax Registration Number	
b)	Central Sales Tax Registration Number	
3	Extension Order	
	Whether you are agreeable to accept extension of contract. (Mention Yes / No)	

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

SCHEDULE-III (PART A)**PAST EXPERIENCE**

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

We furnished herewith the record of our performance and experience in respect of the similar works undertaken by us as follows:-

S. No.	Purchaser's Name and Address	Order No. and Date placed during last 5 years	Ordered Printing Quantity	Quantity Printed	Value of Order	Remarks
1	2	3	4	5	6	7

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

Note: - Photocopy of the order & performance report received from other customers should be enclosed.

SCHEDULE-III (PART B)
COMMERCIAL DEVIATION

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

Bidder's Name & Address:

To,

The Chief Engineer (Corp. Office-Pur)
O/o CMD (West Zone)
MPPKVV Co. Ltd,
G.P.H. Compound, Pologround Indore.

Sub: - Commercial Deviation

Dear Sir,

The Commercial Deviation & Variation to the specification stipulated in the tender, for the items quoted, as under:-

SI. No.	Condition	Clause No of Tender Document	Page No of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any consideration while finalizing the tender.

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation.

Note: - Continuation sheet of like size & format may be used as per bidder's requirement and shall be annexed to this schedule.

SCHEDULE-III (PART C)
TECHNICAL DEVIATION

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

Bidder's Name & Address:

To,

The Chief Engineer (Corp. Office-Pur)
O/o CMD (West Zone)
MPPKVV Co. Ltd.,
G.P.H. Compound, Pologround Indore.

Sub: - Technical Deviations.

Dear Sir,

The Technical Deviations & variations to the specifications stipulated in the tender, For the item quoted are, as under:-

SI. No.	Condition	Clause No of Tender Document	Page No of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any consideration while finalizing the tender.

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

Note: - Continuation sheet of like size & format may be used as per bidder's requirement and shall be annexed to this schedule.

SCHEDULE-IV (A)
DETAILS OF ELIGIBILITY
TO BE FILLED BY THE BIDDER

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

S. No.	Particulars	Details	Reference page No. of offer
1	2	3	4
1	General		
1.1	Whether bidder is an individual / Firm / Company / Joint Venture		
1.2	If Joint Venture		
1.2.1	Whether Joint Venture agreement submitted (Yes/No)		
1.2.2	Number of Joint Venture members		
1.2.3	First member (Individual / Firm / Company)		
1.2.4	Second Member (Individual / Firm / company)		
1.2.5	Whether Lead partner nominated (Yes / No)		

Signature of Contractor

SCHEDULE-IV (B)
DETAILS OF ELIGIBILITY
TO BE FILLED BY THE BIDDER

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

S. No.	Particulars	Details	Reference page No. of offer
1	2	3	4
2	Financial Eligibility		
2.1	Turn Over (in Rs. Lacs)		
2.1.1	Turnover if bidder is individual / firm / company		
2.1.1.1	Average annual turn over of two years (Min. Rs.75.00 lacs)		
2.1.2	If bidder is Joint Venture		
2.1.2.1	Average annual turn over of lead partner for two years (Min.Rs.50.00 lacs)		
2.1.2.2	Average annual turn over of second JV partner for two years (Min.Rs.50.00 lacs)		
2.2	Profit and loss account & Balance sheet for last two years		
2.2.1	P&L A/c & balance sheet submitted, if bidder is individual / firm / company		
2.2.2	If bidder is Joint Venture		
2.2.2.1	P&L A/c & Balance sheet of Lead partner		
2.2.2.2	P&L A/c & Balance sheet of Second JV partner		

Signature of Contractor

SCHEDULE-IV (C)
DETAILS OF ELIGIBILITY
TO BE FILLED BY THE BIDDER

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

S. No.	Particulars	Details	Reference page No. of offer
1	2	3	4
3	Technical Eligibility		
3.1	Whether bidder (any partner in case of JV) has sufficient machinery to print stationery for bills (including advertisement) (Mention Yes / No)		
3.1.1	If clause No. 3.1 above is "No" then : Whether bidder has agreement to provide printing of stationery with other firm who has sufficient machinery. (Mention Yes / No / Not Applicable)		
3.2	The bidder (any partner in case of a joint venture) must be in the field of software with experience in printing of variable data on bills for consumers of any Utility/ any other businesses, since at least three year and must fulfil following requirements. (Mention No. of years)		
3.2.1	Must have executed an order of minimum value of Rupees Seventy Lacs in a year in any of the past two financial years, for variable data printing for any Government Sector Organization or Public Sector Undertaking.		
3.2.2	Must have rendered services for printing of minimum of 250 Lacs bills or pages per annum in any of the past two financial years. (Mention No. of bills / pages per annum)		
3.2.3	Must have high speed printing machinery with option for at least two spot colours. Details about capability of spot Colour with high speed printing machines available with bidder needs to be submitted		

Signature of Contractor

SCHEDULE-V
CHECK LIST

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

Check List Item	Options	Answer	Reference page No. of offer
Technical Information			
Whether technical details of the printing solution being offered regarding DPI requirement and multi colour high speed printing is enclosed with the technical offer	Yes/No		
Whether pamphlets/technical details, literatures etc. regarding printing solution being proposed are furnished with the offer.	Yes/No		
Whether list and details of printing equipments/ machinery submitted.	Yes/No		
Whether sample of the bill printing stationery with name of manufacturer and technical specifications submitted.	Yes/No		
Financial Information			
Whether two copies of two years P&L Accounts are enclosed	Yes/No		
Whether two copies of two years Balance Sheets are enclosed	Yes/No		
Whether Sales Tax Clearance Certificate is enclosed	Yes/No		
Documentation			
Whether the bid and all tender documents are signed either by the lead partner or both the partners of JV.	Yes/No		
Whether each page of the tender is signed and duly stamped by the bidder.	Yes/No		
In financial bid, whether rates are quoted in both figures and words	Yes/No		
Schedule I: Price bid is filled in and duly stamped and signed by the signatory authority	Yes/No		
Price bid is kept in separate sealed envelop super-scribed as "Part III Price Bid", Name of Work, TS number, Bidder name and Date of opening	Yes/No		
Whether "Earnest Money Deposit" of specified amount is kept in a sealed envelope super-scribed as "Part-I Earnest Money Deposit", Name of Work, TS number, Bidder name and Date of opening	Yes/No		
Whether all the information mentioned in Questionnaire (Schedule II) is filled and duly signed and stamped with the legally signatory authority	Yes/No		

Check List Item	Options	Answer	Reference page No. of offer
Whether all the information related to Past Experience and Deviations (Schedule III) is filled and duly signed and stamped with the legally signatory authority	Yes/No		
All the deviations need to feature in the “Deviation Schedule”, whether all the deviations mentioned in the schedule are suitably checked	Yes/No		
Whether “Commercial & Technical Bid” is kept in a envelop super-scribed as “Part-II Commercial & Technical Bid”, Name of Work, TS number, Bidder name and Date of opening	Yes/No		
Seal the envelop after keeping complete “Commercial and Technical Bid Document” along with the “Check List”	Yes/No		
All the three envelops carrying Part-I Earnest Money Deposit, Part-II Commercial & Technical Bid and Part-III Price Bid shall be kept in one sealed envelop super-scribed stating that this envelope contains three separate envelopes for Part I “EARNEST MONEY DEPOSIT”, Part – II “COMMERCIAL AND TECHNICAL BID” and Part – III “PRICE BID”, in addition to tender specification No., name of work and bidder. Details of Earnest Money Deposit, and due date of opening.	Yes/No		
Whether Certification of Agreement with the MPPKVVCL, Indore’s Payment Terms, Penalty and Security Deposit Clauses as per the format mention in the document is pasted on the main envelop	Yes/No		

Note: **Contractor has to attach this “Check List” with the “Commercial & Technical Bid” answering all the questions and mentioning page numbers (if required).**

ANNEXURE-I
JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT

(to be executed on a non judicial stamp paper of appropriate value)

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE PARTNERS ALONGWITH LEAD PARTNER FOR EXECUTION OF OUTSOURCING OF LT BILL PRINTING FOR INDORE AND UJJAIN REGION.

PROJECT No. _____

This DEED OR UNDERTAKING executed this -----day of -----Two Thousand Six by -----having its Registered Office at _____(hereinafter called the partner which express shall include its successors, administrators, executors and permitted assigns) and -----having its registered office at----- (herein called the Lead partner which expression shall include its successors, administrators, execution and permitted assigns) in favour of (name of the Discom)(hereinafter called Company).

WHEREAS the Company invited Bids as per its NIT No. -----.

AND whereas the bid documents stipulate that bidding is open to the Bidder who possess requisite eligibility and experience as per Eligibility Criterion as mentioned in Section II.

AND WHEREAS the Eligibility Criterion forming part of the Conditions of Contract stipulate that the Joint Venture Bidder along-with its Partners must fulfill the prescribed qualifying criterion and be jointly and severally bound unto and be responsible for the successful completion of the Contract in the event the Bid is accepted by the Company.

AND WHEREAS M/S-----has submitted the joint venture proposal to the Company vide No.....dated.....on behalf of the Joint Venture Partners, as per the enclosed Power of Attorney signed by legally authorised signatories of both the Partners

Now Therefore This Undertaking Witnesseth As Under:

1. In consideration of the Award of Contract by the Company to the Lead Partner. Partner of the Joint Venture do hereby declare and undertake that we shall be jointly severally responsible and bound unto the Company for the successful implementation and performance of the contract as specified in the Contract to the satisfaction of the Company.

2. In case of any breach of the Contract committed by the Lead Partner, I the Partner hereby undertake, declare and confirm that I shall be fully responsible for successful performance of the Contract and undertake to carry out all the obligations and responsibilities under the Contract in order to discharge the obligations of the Lead Partner stipulated in the Contract.
3. Further, if the Company suffers any loss or damage on account of any breach of the Contract, we, the Partner and Lead Partner jointly and severally undertake to promptly make good such loss or damages to the Company on its written demand without any demur, reservation, or protest in any manner whatsoever. This is without prejudice to any rights of the Company against the Lead Partner under the Contract and/or guarantees. It shall not be necessary or obligatory for the Company to proceed against Lead Partner before proceeding against or dealing with the other Partner.
4. Without in anyway affecting the generality and total responsibility in terms of this Deed, the Partners hereby agree to depute their technical experts from time to time to the Partner/Lead Partner /Company's Project site(s) as mutually considered necessary by the Company/Lead Partner and the Partner to ensure completion of work under the said Contract in accordance with Contract specifications; and if necessary the Partner shall advise the Lead Partner suitable measures to discharge the obligations under Contract.
5. The Lead Partner has been authorised to incur liabilities and receive Instructions for an on behalf of the Partner. Payment shall be made exclusively to the Lead Partner.
6. The lead partner shall hold _____ %, and the other partner shall hold _____ % share in the Joint Venture.
7. This Deed shall be construed and interpreted in accordance with the laws of India and the Courts of Indore shall have exclusive jurisdiction in all matters arising under this Agreement.
8. We, the Partner and the Lead Partner agree that this Agreement shall be irrevocable and shall be an Integral part of the Contract and further agree that the agreement shall continue to be enforceable till the successful completion of the Contract and till the Company discharges it. It shall become operative from the starting date of the Contract.

IN WITNESS WHEREOF, the Partner and the Lead Partner through their Authorised Representatives have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above.

- | | |
|--|--|
| <p>1. Common Seal of.....
has been affixed in my/our presence
pursuant to the Board of Director's
resolution dated.....

Signature.....
Name.....
Designation.....</p> | <p>For Lead Partner

(Signature of authorized
representative)
Name.....
Designation.....
Common Seal of the company
.....</p> |
| <p>2. Common Seal of.....
has been affixed in my/our presence
pursuant to the Board of Director's
resolution dated.....

Signature.....
Name.....
Designation.....</p> | <p>For Partner

(Signature of authorized
representative)
Name.....
Designation.....
Common Seal of the company
.....</p> |

WITNESSES:

- | | |
|---|---|
| <p>1.
(Signature)
Name</p> | <p>2.
(Signature)
Name</p> |
| <p>.....
(Official address)</p> | <p>.....
(Official address)</p> |

ANNEXURE - II (B)

(यह बिल केवल सामान्य खपत के लिए है - पेनाल्टी/सतर्कता इकाई से संबंधित वसूली हेतु पृथक फॉर्म निर्धारित है।)

मध्यप्रदेश पश्चिम क्षेत्र विद्युत वितरण कम्पनी लिमिटेड: गैर घरेलू विद्युत देयक

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आई वी आर एस क्रमांक : पुराना सर्विस क्रमांक:

संभाग का नाम : टेरिफ श्रेणी :
सर्विस क्रमांक : माह
बिल क्रमांक : बिल दिनांक : बिलिंग खपत (यु)
श्री / सुश्री बिलिंग मांग
पता : नियत तिथि तक देय राशि रूपयो मे
भुगतान की अंतिम तिथि
चैक हेतु नगद हेतु

फोन नं. मो: अधिकतम मांग

पोल क्रमांक: प्रदाय फेज
मीटर क्रमांक स्वीकृत / अधिकृत भार
वर्तमान रीडिंग दिनांक: संविदा मांग

वर्तमान रीडिंग	पिछली रीडिंग	गुणांक	पावर फैक्टर	मीटर खपत	आंकलित खपत	कुल खपत
टी डी डी खपत						

वितरण केन्द्र : नाम / पता / फोन

रशि, गणना, वितरण रूपये / पैसे

कमा संभार :
नियत प्रभार :

विद्युत शुल्क (इप्टी)
ऊर्जा विकास उपकर (सेस):

मीटर किराया:
समायोजन / गणना राशि : (CCB)
शामिल सुरक्षा निधि किरत
वेडिंग / केपी / पावर फैक्टर अधिभार
पीनलु चार्ज
टी ओ डी सरचार्ज
अन्य प्रभार

शिकायत हेतु संपर्क -
क श्री कनिष्ठ अधिकता से
दूरभाष क्रमांक एवम
ख. सात दिवस में शिकायत का निराकरण हो पर
श्री सहायक / कार्यपालन अधिकता से
दूरभाष क्रमांक पर सम्पर्क साथे

प्रयोजन : सुरक्षा निधि जो जमा है :
बिल आधार : सुरक्षा निधि जो लेना है :
विगत माह किये गये भुगतान का ब्यौरा

उपभोक्ता शिकायत
उपभोक्ता शिकायत
वर्तमान देयक राशि :
पिछला बकाया/अधिभार अवशेष

विगत माह	वाचन की तिथि	वाचन (रीडिंग)	खपत

नियत तिथि तक कुल देयक राशि :
नियत तिथि बिलम्ब भुगतान अधिभार
अधिभार सहित सकल देयक राशि

महत्वपूर्ण सूचना : अमुविधा से बचने के लिये बिल का भुगतान शीघ्र करें।
अंतिम तिथि तक प्रतीक्षा न करें।

भूल-चूक लेनी देनी कर्यपालन यंत्र

वर्तमान बिल का दैनिक औसत रु. है।
औसत दैनिक खपत युनिट है।

भुगतान राशि रसीद मुहर सहित

महत्वपूर्ण सूचनाएं : चैक द्वारा भुगतान वितरण कम्पनी के *लेखाधिकारी म. प्र. पश्चिम क्षेत्र विद्युत वितरण कंपनी लिमिटेड* के नाम से दिया जावे एवं चैक के पीछे उपभोक्ता का नाम, पता एवं सर्विस क्रमांक अवश्य लिखें।

ADVT. SPACE - I

175 mm x 45 mm

मध्यप्रदेश पश्चिम क्षेत्र विद्युत वितरण कम्पनी लिमिटेड : विद्युत देयक: अच-पन्ना

बिल अर्वाधि :	बिल क्रमांक :
सर्विस क्रमांक :	
उपभोक्ता नाम :	
भुगतान की अंतिम तिथि	
चैक हेतु	नगद हेतु
नियत तिथि तक कुल देयक राशि :	
परिचालन राशि/समायोजन देयक राशि :	

भुगतान राशि रसीद मुहर सहित