

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/449,
Due for opening on: - 12.07.2010 AT 3.30 PM

**Installation of Any Time Energy Bill Payment Machines
in Indore & Ujjain Cities Area.**

Issued by:

The Chief Engineer (Corporate Office)

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. 144 & 203. Fax No. 0731 2423300.

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BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Installation of Any Time Energy Bill Payment Machines in Indore & Ujjain Cities Area.
Tender Specification number	CMD/WZ/06/PUR/449
Date of Sale of Tender documents	From 15.06.2010 to 12.07.2010 (upto 12:00 Noon) During normal office hours on any working day.
Pre Bid Meeting	02.07.2010 At 3:00 PM
Last Date of Bid Submission (Date & Time)	12.07.2010 At 3:00 PM
Due Date of Opening of Technical & Commercial bids	12.07.2010 At 3:30 PM
EMD to be Deposited	Rs. 50,000/-
Cost of Tender Documents	Rs. 2,000/- plus Rs 100/- extra if desired by post.



M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGROUND, INDORE
 (EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144 & 151, Fax No: 2423300)

No. CMD/WZ/06/PUR/11243

Indore, dated: 22.06.2010

Extension of Due Dates for Bid Submission

Refer to this office NIT published vide No. CMD/WZ/06/PUR/10608 dated 11.06.2010. The due dates for purchase, submission / opening of tender are hereby extended, detailed as below. Other details shall remain same: -

Sr. No.	T.S. No. CMD/ WZ/ 06/PUR/	Particular of Works/ Items	Original Due Date	Extended Due Date
1	448	Payment Service Provider For Online Payment of Electricity Bills.	05.07.2010	12.07.2010
2	449	Installation of Any Time Energy Bill Payment Machines in Indore & Ujjain Cities Area.	05.07.2010	12.07.2010

Note: - Pre bid meeting shall be held in this office on dated 02.07.2010 at 12.00 noon and 03.00 PM respectively. www.mppkvvel.org



**M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGROUND, INDORE**

(EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144 & 151, Fax No: 2423300)

No. CMD/WZ/06/PUR/10608

Indore, dated: 11.06.2010

NOTICE INVITING TENDERS

Sealed tenders are invited for following works/ supply of material by the dates indicated here under: -

Sr. No.	T.S. No. CMD/WZ/06/PUR/	Particular of Works/ Items	Quantity Required	EMD (Rs.)	Tender Fee (Rs.)	Last Date for submission upto 3:00 PM & opening at 3:30 PM
1	448	Payment Service Provider For Online Payment of Electricity Bills.	-	50,000/-	2000/-	05.07.2010
2	449	Installation of Any Time Energy Bill Payment Machines in Indore & Ujjain Cities Area.	14 Nos.	50,000/-	2,000/-	05.07.2010
3	450	Supply and Installation of 1.5 Ton & 2.0 Ton Star Rated split Air Conditioners for offices of MPPKVCL at Pologround, Indore.	14 Nos.	5000/-	1,000/-	05.07.2010

Note: - (1) Full details of technical specifications, qualifying criteria, are available on our website- www.mppkvcl.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, Pologround, Indore from dated 15.06.2010, 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. 100/- 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.

Note: - (2) Pre bid meeting in respect of Sr.No.1 & 2 shall be held in this office on dated 23.06.2010 at 12.00 noon and 03.00 PM respectively.

**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, the **M.P. Paschim Kshetra Vidyut Vitaran Company Ltd., Indore** to supply the plant, machinery and materials; and execute/do several works and things, which are described or referred to at various places in the tender document no. CMD/WZ/06/PUR/449 dated 11.06.2010 which, under the terms thereof are to be supplied, executed and done by the contractor; and to perform and observe the provisions and agreements or the part of the contract contained in, or which can be reasonably inferred from the said tender documents, for the sums and at the rates set out in Schedule –I annexed here to.

The information desired in the Schedules enclosed with this tender document has been fully furnished (if the desired information is not submitted, the answer to various question may be taken so as to be advantageous to the Company unless contrary is mentioned in the body of the tender).

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).

We hereby undertake that the information submitted in our offer is complete and correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer. We agree that, in case of any ambiguity/ incompleteness found in the information furnished by us in the offer, same shall be interpreted by MPPKVVCL to its advantage. We agree to abide by all your tender / order terms and conditions.

Date the Day of.....

BIDDER’S SIGNATURE
(With Seal)

Bidders Address: -
.....
.....

SECTION 1 COMPANY PROFILE

Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. (“MPPKVVCL” or “West Discom”) was formed on 31st May 2002 as a result of unbundling of the Madhya Pradesh State Electricity Board (MPSEB). MPPKVVCL is a Company wholly owned by the Government of Madhya Pradesh and registered under the Companies Act, 1956.

With the Gazette Notification dated 31st May 05, the company started its functioning independently with effect from 1st June 05. As per notification the Discom is undertaking the sub-transmission & distribution of electricity under the area of 14 circles of Indore and Ujjain commissionaire in Madhya Pradesh in India.

MPPKVVCL owns and manages retail supply of electricity within its territory and is responsible for all activities associated with distribution and retail supply of electricity, including management of assets, operation and maintenance of network and supply, technical and financial planning, business development, management of human resources and legal and regulatory affairs.

There are about 11,000 employees in the company at present, most of whom were originally functionaries in their current positions within the MPSEB. The Discom operates through two regions namely Indore and Ujjain. Further, Indore and Ujjain regions are subdivided in 8 and 6 circles respectively. Circles are further divided into 52 divisions which are subdivided into 389 distribution centres and zones.

The Company currently serves approximately 30 lack consumers over an area of 77021 sq. km spread in urban and rural areas, and manages about 199,829 km of lines, 945 sub-stations, and over 84000 distribution transformers. In 2008-09, the distribution system conveyed 12,654 MUs of energy. The sub-transmission and Distribution network details as on 31.03.2010 are as follows:

Particulars (2009-10)	Unit	Quantity
Total demand	Crore	3393
33/11 kV substations	Nos.	983
33 kV Lines	Km	11663
11 kV Lines	Km	70436
LT lines	Km	135481
Distribution transformers	Nos.	91646
Total connected load	MW	4507
Annual energy input	MU	12706

1.6 Particulars of Indore city.

Particulars (2009-10)	Unit	Quantity
No of consumers	Nos.	399939
Total annual demand	Crore	468.45
33/11 kV substations	Nos.	54
33 kV Lines	Km	377.92
11 kV Lines	Km	950.37
LT lines	Km	2809.08
Distribution transformers	Nos.	5374
Total connected load	MW	734394
Annual energy input	MU	1339.12

1.7 Particulars of Ujjain city

Particulars (2009-10)	Unit	Quantity
No of consumers	Nos.	90895
Total annual demand	Corer	82.24
33/11 kV substations	Nos.	16
33 kV Lines	Km	162.41
11 kV Lines	Km	285.6
LT lines	Km	1031.6
Distribution transformers	Nos.	1312
Total connected load	MW	112.8
Annual energy input	MU	338.76

SECTION 2 ELIGIBILITY CRITERIA

2.1. 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 must not have less than 51 % of share and the other partner shall not have less than 25 % share in the Joint venture. 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. Authorization 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 – I.
- 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.

2.2. Financial Eligibility

- i. Individual person, firm or company intending to submit this bid must have minimum average turnover of **Rupees Fifty Lacs** per annum during last two audited financial years.
- ii. The bidder shall submit a copy of PAN CARD and VAT Clearance Certificate in currency.
- iii. The Bidders need to submit two copies of their profit and loss account and balance sheet for the last two financial years for ascertainment of Financial Eligibility.
- iv. Each partner of the JV should be eligible as per mentioned criteria for Financial Eligibility.

2.3. Technical Eligibility

- i. Bidder must have experience of bill collection work for Electricity utility or any other utility for a period of at least two years before the date of submission of tender. Bidder shall be required to submit certificate from utility that they have carried out bill collection work, for a period of two years. Number of bills collected and amount may also be indicated in the certificate to be issued by utility for which bill collection work is carried out by the Bidder. Offers of the bidders who have collected average monthly bills of 15,000 consumers in last two years shall be considered..
- ii. All documents for substantiating the eligibility criterion are submitted in Envelope 2.

2.4 NOTE TO BIDDERS

- i. The bidders should note that all the documents and certificates submitted should be in the name of the company/firm, in the name of which the Tender Document is purchased.
- ii. The experience or turn over etc. of sister concerns or separate concerns having same partners/directors/proprietors shall not be considered for ascertaining the eligibility.

SECTION 3

GENERAL CONDITIONS OF THE TENDER

- 3.1. Tenders shall be submitted on the prescribed form only .Tenders will be opened as mentioned above on the date and time in the presence of such Bidders or their representatives present *at the time of opening*.
- 3.2. *Blank* Tender forms and *other* conditions of contract *with all* necessary documents will be issued to contractors AS PER TENDER NOTICE during office hours on working days till last date *of purchase of tenders(upto 12:00 Noon)*.
- 3.3. Details of work or any other clarification can be obtained from the office on any working day between 11 to 15.00 Hrs.
- 3.4. No tender forms will be issued *after last date of issue of tenders indicated above* .*No information will be given on the date of opening of tenders*.
- 3.5. *One contractor / firm can submit only one tender for the same work*.
- 3.6. Bidders are required to deposit the earnest money only in form of Demand Draft/Pay order issued by any nationalized/scheduled bank which should be in favour of M.P.P.K.V.V.C.L. Indore and Payable at Indore. Cheques will not be accepted.
- 3.7. The unsuccessful bidders shall be refunded their Earnest Money. In case the bidder is likely to be awarded the work or if *their* case has not been finalized, the Earnest Money shall be retained till finalization. The earnest money of successful bidder shall become part of the initial security deposit.
- 3.8. The successful Bidder shall be required to submit initial Security Deposit to SE concerned in the form of Bank Guarantee of Nationalized Bank as per enclosed proforma placed at Annexure-IV for amount as per details given below within 30 days of issue of letter of award:-

S.No.	PLACE	AMOUNT PER MACHINE
1	INDORE	Rs. 3.00 lakh
2	UJJAIN	Rs. 3.00 lakh

Afterwards the amount of the SD shall be reviewed by the SE concerned which shall be equivalent to the maximum collection of the day in the month multiplied by floating period in deposit of collected revenue (Depositing of the collected revenue on the very next day of collection shall be considered as one day floating). The bidder shall be required to provide additional Security Deposit in line with above.

- 3.9. Failure by the successful Bidder to furnish the prescribed security deposit or to execute the agreement within the period specified above - after his tender has been accepted or to start the work within such time as is determined by the Engineer-in-charge after notification of the acceptance of the tender shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the company to recover further damages, if any, from the Bidder.
- 3.10. Bidder must return the form of tender with the specification and the Bill of Quantities and rates and any other schedule duly signed at the place specified. All pages of the tender documents conditions of contract, specification etc. shall bear the full signatures of the contractor at the foot of every page on the right hand corner. Any tender not bearing signatures on all the documents accompanying the tender is liable to be rejected.
- 3.11. The transfer of tender forms purchased by one Bidder to another is not permissible.
- 3.12. Tenders who do not fulfill all or any of the above conditions or are incomplete in any respect are **liable to be rejected**.

- 3.13. Before submitting the tender, bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of the site and locality of work, the all conditions liable to be encountered during the execution of the works are taken into account and that the rate he enters in the tender forms are adequate and all inclusive to accord with the provisions of general/special conditions of contract for the completion of the work to the satisfaction of the Engineer-in-charge.
- 3.14. The submission of a tender by the bidder implies that he has read and accepted the instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates and local conditions and other factors bearing on the execution of the work.
- 3.15. The company shall not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the contractor is found later to have misjudged any *of* condition(s).
- 3.16. The contractor must arrange for materials, man power and include all such costs in the rate quoted by him for this work.
- 3.17. The Tender documents shall be written legibly and free from eraser, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The tenders found with over writing; erasers etc. are likely to be rejected.
- 3.18. The contract or any part there of shall not be sublet without the written permission of the Engineer-in-charge.
- 3.19. It shall not be obligatory for the company or its Officers to accept the lowest tender. The authority for the acceptance of the tender will rest with the company which neither binds itself to accept the lowest or any other tender nor does it undertake to assign any reasons for declining to consider any particular tender or tenders.
- 3.20. The successful bidder must have sound financial standing. The accepting authority will ascertain the financial capability of the bidder. The bidder shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him.
- 3.21. Tender shall remain open for acceptance for a period of 180 days from the date *of opening* or any other extended date for their receipt or any other extended period consented upon by the bidder and during this period no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period shall entail forfeiture of earnest money deposited *by him* with the tender.
- 3.22. Further information, if any, can be received from the office selling the tender document.
- 3.23. THIS NOTICE OF TENDER SHALL form part of the contract and any breach of the terms of this notice shall be breach of the contract.
- 3.24. The expression “Contractor” refers to the agency this contract has been assigned. The expression company refers to MPPKVVCL or its assignees in future as the case may be.
- 3.25. **Recovery of any dues from contractor:** It shall be lawful for the company to deduct from the money payable to the contractor under this contract, the amount due from the contractors in respect of any other contract which has been entered in to or may be entered in to by the contractor with the company.
- 3.26. **Penalty for breach of contract:** On the breach of any terms or condition of this contract by the contractor, the said company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the company to recover any further sum as damages from any sum due or which may become due to the contractor by company or otherwise howsoever. The breach of any terms of any of these General conditions of contract shall be deemed as breach of this contract.

- 3.27. **Penalty for failure to perform any activity:** Delay in depositing of collected amount will be attracting interest @ 24% per annum (2% per month).
- 3.28. The contractor shall arrange well in advance arrangement to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, accident etc. It will be the responsibility of the contractor to keep available surplus workers to supplement the need as and when required.
- 3.29. **Law and Regulations:** All work shall be executed in accordance with the laws in India relating to the work and rule and regulation there under and any statutory modifications / notification, thereof wherever they are applicable unless otherwise agreed to in writing by the Engineer-in-charge.
- 3.30. The contractor shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Madhya Pradesh for the time being in the same way and to the same extent as the company and, if on the default on the part of the contractor or his agent of any of the provision of any such law, the Company is required to incur any expenditure and liabilities arising there from, the Company may deduct and recover the same out of any sums due to the contractor in respect of this contract. The decision of the Company that any sums has become payable there under and the amount which has become payable shall be final and binding on the contractor.

3.32 PRE BID MEETING

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 (Purchase) O/o CMD (WZ) upto 28.06.2010. A pre-bid meeting shall be held on dated **02.07.2010**, 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.

3.33 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.

3.34 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.

3.35 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.

3.36 CANVASSING OF BIDS

- (i) Canvassing or support in any form for the acceptance of a tender is strictly prohibited A list showing the names of the persons who are working with the contractor and are near relatives to any Gazette Officer in the company should also be appended with the tender.
- (ii) 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.
- (iii) 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.

3.37 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.

3.38 AUTHORISATION/LOCAL REPRESENTATIVE

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

3.39 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 MPPKVVCL, Indore may split the quantities against the tender on more than one firm for the same work. No reasons shall be assigned by the MPPKVVCL, Indore for this and the same will be binding on the bidders.
- (iii) 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.

3.40 CHANGE OF QUANTITY

The Company reserves the right to vary the quantities of installation of ATP Machine 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. The bidder must take into account such possible variation

3.41 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 4 SCOPE OF WORK

4.1. INTRODUCTION

- i. Terms and conditions for installation of Any Time Bill Payment (ATBP) Machines on Build, own, operate and maintain basis at M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.
- ii. Installation of Any Time Bill Payment (ATBP) Machines: Bidder shall be responsible for installation of ATBP machine including Software and Hardware for this purpose. Machine should be such that consumers of the area may be able to deposit their bills by interaction with user friendly commands of the machine. Command should be simple like commands of ATMs installed by the Banks for various transactions. Instructions should appear both in English & Hindi as per the choice of the consumer. Bidder shall install Hardware & Software capable for required operation of the machine
- iii. THROUGH THE WALL MODEL type ATBP machines are to be installed.
- iv. Bidder shall be responsible for providing data and integration requirement for ATBP machines with Company Billing System, RMS. Arrangement for providing connectivity shall be made by MPPKVVCL.
- v. Machine installed should have capacity to function 24 hours during all seven days of the week. Machine should be capable of reading bar code if provided in the Energy bill. Machine should be able to receive payment through currency/ cheques/ DD by using instruction given by customer. No outstation cheque should be accepted by the machine. The machine should be capable of generating receipts for the payment made by the customer. The machine should be capable of accepting currency as well as envelopes containing cash.
- vi. Bidder should provide one qualified person at each location who is aware of functions of machine and should provide necessary assistance to consumer for using machine for payment of electricity bills. This person should be available at each location from 7:00 AM to 11:00 PM every day.
- vii. Machine should be programmed such that payment through cheques shall not be accepted by the machines after due date. But machines should be able to accept cash payment of electricity bill after due date including surcharge amount.
- viii. Bidder shall be responsible for collection of currency/ cheques/DDs from the machines installed. Bidder shall deposit Cash/Cheque/DD's collected and submit it to the concerned offices on daily basis by 11.00 AM or any other time as per instructions of SE (City Circle), Indore & SE(O&M) Ujjain, on the following working day alongwith MIS required by the Company for the collected amount. In case of delay in depositing of collected amount interest at the rate of 24% per annum (2% per month) shall be payable by the bidder. Further, in case of occurrence of such delay on more than 2 occasions, OIC will stop operation of the machine immediately and action may be taken for encashment of BG. At places where bills of more than one Division/Distribution Centre are to be collected, separate list as per Company's proforma shall be prepared by the Bidder for each Division/Distribution Centre.

- ix. Bidder shall follow instructions issued by this office as well as by SEs of concerned Circle for installation and operation of the machine. Bidder shall be responsible for smooth operation and maintenance of machines and shall provide necessary Software/Hardware support to ensure that machines function properly round the clock. In case of power cut machine should be capable of functioning for at least three hours through back up arrangement.
- x. Bidder shall be responsible for Insurance of machines. Company shall not be responsible for making any compensation to the Bidder in case of any loss to the machine.
- xi. Bidder shall be responsible for proper advertisement of the bill collection scheme through these machines.
- xii. Bidder shall get himself acquainted with present Billing and payment system of the Company for proper design of machines.

Company shall provide space subject to requirement and availability in company premises but bidder shall arrange space in predominant places like shopping Malls and other important places as per mutual consent. Selection of places for setting up ATP will be decided by company in consultation with Service provider. Civil Works for fixing ATBP machines in company premises shall be carried out by MPPKVCL for which free electricity shall be provided.

4.2. QUANTITY OF WORK

M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore invites sealed tender for work of installation of Any Time Bill Payment (ATBP) Machines for collection of payment of energy bills pertaining to Low Tension (LT) consumers of following places through cash, cheque /demand draft:-

SL.NO	NAME OF REGION	NAME OF CIRCLE	NUMBER OF LOCATIONS FOR INSTALLATION OF MACHINES
1	INDORE	CITY CIRCLE INDORE	10
2	UJJAIN	O&M CIRCLE UJJAIN	04

Work shall be awarded to the single lowest eligible bidders for installation of the machine in Indore and Ujjain Cities.

4.3 QUANTITY VARIATION

The Company reserves the rights to increase or decrease the quantity of Installation of Machines as per requirement. The bidder must take into account such possible variation.

4.4. CONDITIONS

The Contractor has to comply with following conditions:

- i. **Time Period:-**The contract shall be initially for a period of **two years** from the date of agreement, which can be further extended for a period of one year if required at the same rate terms and conditions of this tender.

- ii. **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.**
- iii. 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.

4.5 Time Period for installation of ATBP Machine

Successful Bidder shall be required to install ATBP machine within **45 days** from the date of issue of order, as per requirement of concerned SE in charge.

SECTION 5
SPECIAL CONDITIONS OF CONTRACT

- 5.1. In the event of any dispute arising between the parties, the Chief Engineer (IR)/Chief Engineer (UR) MPPKVVCL shall be the sole conciliators.
- 5.2. In the event of any dispute arising between the parties leading to Arbitration the same shall be governed by the Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983.
- 5.3. **Mode of payment:** The contractor shall submit a bill along with necessary certificate(as per Annexure-II), as per rate accepted by company.
Pany in triplicate to the Engineer in Charge, by 5th day of each month in prescribed Performa. The Engineer shall certify the same and forward it for payment. The payment shall be made as per rules.
- 5.4. **Definition of Engineer (OIC):** - The Superintending Engineer (City/O&M) Indore/Ujjain shall be the **Engineer-In-Charge** for the work respectively.
- 5.5. The Bidder will be responsible for taking out any appropriate insurance coverage at their own cost as may be required for successful completion of the job.
- 5.6. The Engineer may terminate this Contract by issuing a written notice of 30 (thirty days) on account of following:-
 - a. If the Contractor do not remedy a failure in the performance of their obligations under the Contract, within 15 days after being notified or within any further period as the Owner may have subsequently approved in writing.
 - b. If the Contractor become insolvent or bankrupt.
 - c. If as a result of Force Majeure, the Bidder is unable to perform the service for a period of not less than 30 days.
 - d. If the Contractor, in the judgment of the Engineer has engaged in corrupt or fraudulent practices in executing the Contract.
 - e. If any employee of the contractor is indulged in corrupt / fraudulent practices in performing the job.
- 5.7. For the purpose of this contract, Force Majeure means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 5.8. Successful contractor shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.
- 5.9. Minimum guaranteed contract period will be **24 months** which can be extended for further **12 months** if required at the same rate terms and conditions of this tender.
- 5.10. The successful Bidder will have to start functioning with in 30 days from the date of issue of notice to start the work.

SECTION 6
PROCEDURE FOR SUBMITTING TENDER FORM

6.1 **SUBMISSION OF BIDS:** (i) The tender shall be submitted in three (3) parts. All the parts shall be sealed in separate envelope:-

Part-I shall contain “**EARNEST MONEY DEPOSIT**”. This envelope shall contain the Earnest Money. The earnest money not submitted in the prescribed form and prescribed manner will disqualify the bidder and his Technical and Commercial Bid alongwith price bid will not be opened.

Part-II shall contain “**COMMERCIAL BID AND THE TECHNICAL BID**”. This envelope should contain the information regarding Eligibility of bidder and the signed copy of original tender, and it will be opened after opening of envelope number-1. The bidder who qualifies the eligibility criteria will only be considered for opening the “Price bid”. The date and venue for opening of price bid shall be informed to each qualified bidder after techno-commercial evaluation is completed.

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” as per **Schedule-I**

6.2. 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. 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.

6.3. 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 “Technical and Commercial 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.

6.4. 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 MPPKVVCL, 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/PUR/Tender/**

Due For Opening On - at **3.30 PM**

For – **Installation of Any Time Bill Payment Machine at Indore and Ujjain City**

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

- 6.5 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.

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.

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

S. No.	Particulars	Details	Document
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 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.

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

S No.	Particulars	Details	Document
1	Earnest Money details		
a)	Bank draft/Bankers cheque/ Cash with Sr. AO, MPPKVVCL, Indore.		
b)	Amount of EMD & full details (in Rs.)		
2	Extension Order		
	Whether you are agreeable to accept extension of rate contract period for a further one year if required on the same rates, terms & condition	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 furnish 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	Value of Order	Remarks
1	2	3	4	5

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 (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 (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.

ANNEXURE- I

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

WITNESSES:

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

ANNEXURE-II

**PROFORMA FOR SUBMISSION OF CERTIFICATE BY ENGINEER
INCHARGE WITH MONTHLY CLAIM OF SUCCESSFUL
BIDDER.**

This is to certify that M/s _____ have collected payment of
Energy bill through ATBP Machines in respect of _____
(Both in number and words) number of consumers pertaining to this Division during the month of
_____.

SIGNATURE OF
EXECUTIVE ENGINEER INCHARGE OF DIVISION
ALONGWITH SEAL

ANNEXURE-III
INFORMATION ABOUT THE BIDDER

SNO.	PARTICULARS	INFORMATION TO BE FILLED BY BIDDER
1	Name & address of Bidder	
2	Whether registered Company, if yes, details Thereof.	
3	Past experience (Please enclose separate sheet indicating type of business carried out by firm, turn over, Profit & Loss etc. Experience, in field of Bill collection should also be mentioned along with a certificate from the utility for which work of Bill collection is carried out.)	
4	Number of employees with the Bidder.	
5	Past three years Balance-Sheet	
6	Bidder's plan for executing above work (please attach separate sheets indicating: - (i) Methodology to be adopted for execution of work. (ii) Details of machine proposed to be installed. (iii) Brief note on functioning of machine. (iv) Brochure/ Pamphlet, if any about the machine	

ANNEXURE-IV

PROFORMA OF BANK GUARANTEE AS PERFORMANCE SECURITY DEPOSIT

(to be stamped in accordance with Stamp Act prevailing in State of M.P.) Rs. 250.00 stamp paper + Rs.1.00 Revenue stamp)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref : Bank Guarantee No.....
Dated:

To,
Chief Engineer (Pur.),
O/o CMD (WEST ZONE)
MP Paschim Kshetra Vidyut Vitaran Co. Ltd.,
Indore (M.P.)

Dear Sirs,

In consideration of M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore, (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its registered/ Head office at (Hereinafter referred to as the "Contractor", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent No. dated. and the same having been unequivocally.

Accepted by the Contractor resulting in a 'contract Bearing no. dated valued at for and the contractor having agreed to provide (Scope of contract)

A Security Deposit for the faithful performance of the entire contract as per agreed terms and condition equivalent to

We
having its
Head office
(Name & Address)

at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any and all money payable by the contractor to the extent of as aforesaid at any time up to (day/ month/ year) without any demur, reservation, contest, recourse or protest and/ or without any reference to the contractor. Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee

herein contained shall continue to be enforceable till the owner discharges this guarantee. The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and contractor any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank. The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the owner may

have in relation to the contractor's liabilities. Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

Dated thisday of 20..... at

WITNESS

..... (SIGNATURE) (SIGNATURE)
(Bank's Rubber Stamp)

(Name)
.....
(Official address)

(Name)

.....
Bank stamp

Designation with

Attorney as per power of Attorney No.
Dated