

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/450,
Due for opening on: - 05.07.2010 AT 3.30 PM

**SUPPLY & INSTALLATION OF
SPLIT AIR CONDITIONERS**

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. 151 & 203, Fax No. 0731 2423300.

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Basic Tender Information

Particulars	Details
Name of Work	SUPPLY & INSTALLATION OF SPLIT AIR CONDITIONRS
Tender Specification number	CMD/WZ/06/PUR/450
Date of Sale of Tender documents	From 13.06.2010 to 05.07.2010 (upto 12.00 Noon) During normal office hours on any working day.
Last Date of Bid Submission (Date & Time)	05.07.2010 At 3.00 PM
Due Date of Opening of Technical & Commercial bids	05.07.2010 At 3.30 PM
EMD to be Deposited	Rs. 5,000/-
Cost of Tender Documents	Rs. 1,000/- plus Rs 100/- extra if desired by post.

		M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,				
G.P.H. 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 MPPKVVCL at Pologround, Indore.	14 Nos.	5000/-	1,000/-	05.07.2010
<p>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, Polo-ground, 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. <u>The tender document downloaded from website will not be entertained.</u> 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>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.</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, 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/450 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-I
QUALIFYING CRITERION

1. GENERAL

The Bidding is open for manufactures or Authorized dealers of manufacturer only, who provide satisfactory evidence that: -

- (i) They are qualified manufactures or authorized dealer of manufacturer who regularly manufacture / supply the equipments / materials of the type specified; and have adequate technical knowledge and practical experience in manufacture/ supply of the equipments / materials of the type specified.
- (ii) They do not anticipate change in the ownership during the proposed period of contract, (if such a change is anticipated, the scope and effect thereof shall be defined).

2. FINANCIAL

The Bidder must have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments. (The Bidders should submit copies of their profit and loss account and balance sheet for the last two financial years, duly audited wherever applicable, for ascertainment of the same).

3. TECHNICAL

The bidders (if he is a manufacturer) or his principal (if bidder is an authorised dealer of principal manufacturer) must have:-

- a. Adequate plant and manufacturing capacity to perform the assignment properly and expeditiously within the time period specified. The bidder shall have to submit adequate evidence in this regard, which shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignment under this specification) of the bidder. If the present commitments are such that the installed capacity results in adequacy of the manufacturing capacities to meet the requirement of equipment / material corresponding to this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose shall also be furnished.
- b. Established quality assurance system and organizations designed to achieve high level of quality equipment and reliability during their manufacturing activities.

* * * * *

SECTION-II

SPECIAL TERMS AND CONDITIONS OF PURCHASE

1. TERMS OF PAYMENT & PAYMENT PROCEDURE

- (i) Subject to completion of all contractual formalities, 100% payment would ordinarily be made within 45 days or as per queue which ever is later, after acceptance of material at Stores in good condition. However, the M.P.P.K.V.V. Co. Ltd, Indore shall not be liable for any interest due to delay in payment.
- (ii) The supplier shall forward the original RR/MTR and Excise gate pass directly to consignee along with copies of following documents: -
 - a) A copy of bill
 - b) Delivery Challan
 - c) Original copy of excise duty gate pass along with a photocopy
 - d) The inspection and or T.C. approval
 - e) Detailed packing list, if required.
- (iii) The original bills should be forwarded to the paying authority (RAOs) and should be marked "**ORIGINAL**". The bill should indicate Tax Registration Number and date allotted to him under CST Act/ ST/ VAT Act.
- (iv) The following documents will have to be forwarded to the paying authority along with bills in triplicate: -
 - a) Bill/ Invoice.
 - b) Xerox copy of despatch documents i.e. RR/ MTR etc.
 - c) Dispatch clearance / instructions.
 - d) Photocopy of Excise Duty gate-pass.
- (v) The material Receipt Certificate will be forwarded by the consignee to the paying authority for payment, as well as to the suppliers towards acknowledgement of receipt of material including part consignment to the extent it is received in good condition and is serviceable.
- (vi) For payment, the invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to the concern Regional Account Officer for the quantities supplied in respective Area stores.

2. DELIVERY

- (i) The required equipments shall have to be delivery within 30 days from the date of placement of order.
- (ii) The material should be delivered to the consignees within 21 days from the date of issue of despatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty, even if the delivery period exists.
- (iii) Deferment of deliveries: - Board reserves the right to defer or reschedule the delivery. However no variation in price and any other statutory levies will be payable as applicable.

3. PERFORMANCE GAURANTEE

- (i) If during the course of 12 Months subsequent to the date of receipt of consignment, any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangement on these accounts will be made by the suppliers.

- (ii) The said material, if required to be replaced, shall be collected by the supplier/firm from Area Stores/ work side at their own cost and at their own responsibility. These material will like-wise be returned duly repaired/replaced and tested subsequently by the supplier to the destination indicated, on “Freight paid basis” at their cost within a period of 30 days from the date if intimation. The guarantee period as stipulated in sub-clause (i) above shall also be applicable for repaired/ replaced material, which shall however be counted afresh from the date of its delivery in our stores/at site.
- (iii) Further, it is clarified that all the charges towards carrying out repairs including packing /forwarding loading/unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.
- (iv) All equipment/line materials reported failed within specified guarantee period shall be replaced free of cost by the supplier/manufacturer concerned.
- (v) Actual cost of dismantling and replacement of these equipments /materials with the new ones, shall be charged to the supplier’s account.
- (vi) To and fro transportation cost of such failed equipment shall also be borne by the supplier.
- (vii) In the event of the supplier’s inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may, inter-alia, include black-listing of the firm for future business with the Company for a certain period.

4. ISSUANCE OF “C” FORM

Intended procurement is entitled for CST at concessional rates. As such, necessary declaration form for availing concessional CST, shall be furnished after receipt of material at destination and verification of the legal position at our end.

5. PERMANENT SECURITY DEPOSIT

Facility of Permanent Security Deposit can NOT be availed by the vendor for this tender, (even if mentioned in **Section V - General Terms and Conditions of Purchase**).

6. CONFLICTING INTEREST

No two or more concerns in which an individual is interested as a proprietor and / or partner shall tender for the execution of the same work. If they do so, all such tender shall be liable to be rejected.

7. Bidders are also advised to furnish following documents: -

- a) Permanent Account Numbers (PAN) of all the partners/Directors (in case of company) along with names, addresses and telephone Nos./ Mobile Nos. of each Partner/Director.
- b) Latest partnership/ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.

8. All the terms and conditions and technical specifications mentioned in the tender document purchased from the Chief Engineer (Corporate Office) O/o CMD (WZ) MPPKVVCL, GPH Compound Pologround, Indore shall only be applicable. As such, in case if it is down loaded from Web Site, it should be invariable verified by the bidder from the tender document purchased.

Chief Engineer (Corporate Office)
O/o CMD (WZ), MPPKVVCL,
Indore

SECTION-III**TECHNICAL SPECIFICATION
SPLIT AIR CONDITIONERS**

Sr. No.	Particulars	Units	1.5T	2.0T
1	Star Rating	Stars	5	5
2	Rated Cooling Capacity	Watts	5100	6450
3	Rated Current Cooling	Amps	7.3	9.3
4	Rated Power Input-Cooling	Watts	1620	2074
5	Rated EER	W/W	3.15	3.51
6	Power Supply	V/Hz/Ph	230/50/1 Phase	230/50/1 Phase
7	Air Flow Volume-Indoor	CMH	1000	1000
8	Noise Level-Indoor	dB(A)	49	49
9	Operation	-	LCD Remote	LCD Remote
10	Compressor Type	-	High EER Rotary	High EER Rotary
11	Refrigerant Gas	-	R-22	R-22

**SCHEDULE-I
PRICE AND QUANTITY**

(TO BE KEPT IN ENVELOPE PART-III PRICE BID)

Sr. No.	Particulars of items	Unit	Quantity required (in Nos)	Quantity offered (in Nos)	Total FOR destination FIRM price including ED, CST/ VAT, Entry Tax, other charges & freight charges etc, in M.P.P.K.V.V.Co.Ltd., Indore offices (Indicate in fig. and words both) Rs. Per Unit
	Supply and installation of star rated Air Conditioners as per specifications				
1	1.5 Ton capacity	Nos.	02		
2	2.0 Ton capacity	Nos	12		
Discount if any					
Conditions to avail above discount if any					

NOTE

1. Discount, if any, must be clearly mentioned above. However, it may be noted that for evaluation purpose, only unconditional discount shall be taken into consideration. Conditional discount of any type will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, the purchaser may avail such discount at the time of award.
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 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 etc.
6. **The price quoted by bidder must be inclusive of cost of Entry Tax (even if the entry tax is payable by the purchaser).** It may be noted that unless **Entry-Tax-Paid** goods are supplied by the vendor, the amount of Entry Tax at the applicable rates will be deducted by the purchaser from the supply bill of the vendor, and remitted to the tax department under TIN number of the purchaser.

Signature of Bidder with Seal of Firm :

**Place-
Date-**

**Name (in full) :
Designation :**

SCHEDULE – II
DECLARATION BY THE TENDERER

(To be submitted on non-judicial stamp paper worth Rs. 100/-)

I Sole proprietor / partner of M/s
..... undertake that I am not interested as a
proprietor and/or partner in any other firm, participated in the Discom WZ tender No. ----
----- due for opening on ----- for procurement of -----
-----.

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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



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SECTION-IV

GENERAL INSTRUCTIONS TO BIDDERS

Chief Engineer (Corporate Office), 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**” here-in-after referred to as “**Company**”, will receive sealed tenders/ bids for **supply of materials/ equipments** as per the specifications, at various places of M P Paschim Kshetra Vidyut Vitran Co Ltd, Indore.

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) 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/ supplies to be made. The company will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
- (v) It is necessary to purchase the tender documents from the office of Tender issuing authority. Tender documents downloaded from web-site will not be accepted, as the same are for information / guidance only.

2. EARNEST MONEY

- (i) Unless EMD amount has been specified in the Notice Inviting Tender (NIT), the Bidder shall deposit the Earnest Money amount vis-à-vis the value of the material offered as shown hereunder. However, in case EMD amount has been specified in NIT, same shall be applicable: -

Sr. No.	Value of Material	Earnest Money
a)	Upto Rs. 10,000/-	Rs. 100/-
b)	Above Rs. 10,000/- and upto Rs.2.5 Lakhs	@ 1 %
c)	Above Rs. 2.5 Lakh and upto Rs. 3.0 Lakhs	Rs. 2,500/-
d)	Above Rs. 3.0 Lakh and upto Rs. 7.0 Lakhs	Rs. 5,000/-
e)	Above Rs. 7.0 Lakh and upto Rs. 15.0 Lakhs	Rs. 7,000/-
f)	Above Rs. 15.0 Lakhs and upto Rs. 25.0 Lakhs	Rs. 10,000/-
g)	Above Rs. 25.0 Lakhs and upto Rs. 35.0 Lakhs	Rs. 15,000/-
h)	Above Rs. 35.0 Lakhs and upto Rs. 50.0 Lakhs	Rs. 20,000/-
i)	Above Rs. 50.0 Lakhs and upto Rs. 75.0 Lakhs	Rs. 30,000/-
j)	Above Rs. 75.0 Lakhs and upto Rs. 100.0 Lakhs	Rs. 40,000/-
k)	Above Rs. 100.0 Lakhs	Rs. 50,000/-

- (ii) The bidders are permitted to quote for part quantities and pay earnest money only to the extent of the participation on the basis of slabs specified above. If the earnest money amount is found to be less than required for corresponding value of

the materials offered, the offer shall be deemed to be limited to that quantity only. Amount of EMD and method of deposit must be mentioned on the Main Envelope of the bid.

- (iii) **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.
- (iv) **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.
- (v) The bidder, who comes under above categories, should furnish documentary evidence with the offer, failing which his offer shall be rejected.
- (vi) In case, the bidder withdraws this offer during the validity period, after placement of order, the **EMD** amount shall be forfeited.
- (vii) No interest shall be paid on EMD amounts.
- (viii) **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

Bidders are requested to refer **Section V - General Terms and Conditions of Purchase**, regarding applicable taxes and statutory levies, and quote the prices accordingly.

4. DISCOUNT

Discount, if any, must be clearly mentioned in the **Schedule I – Price Bid**. However, it may be noted that for evaluation purpose, only unconditional discount shall be taken into consideration. Conditional discount of any type, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, the purchaser may avail such discount at the time of award.

5. AMENDMENT IN SPECIFICATION

The Company 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 bought the tender documents as Amendment/Addendum to the invitation of tender.

6. 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. Member (Distribution) west zone G.P.H. Compound Pologround, Indore on any working day, between 10-30 hours to 15 hours only. **Nobody is authorized to receive or issue receipt for tender delivered by hand.**

7. TELEX/TELEGRAPHIC/FAX BIDS

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

8. DELAYED/LATE BIDS

The Company 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 Company. No extension in time shall be granted on such grounds.

9. ALTERNATIVE BIDS

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

10. MISTAKES IN BIDS

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. 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.

11. 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, Company can summarily reject such incomplete tender.

12. PRINTED TERMS AND CONDITIONS IN BIDS

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

13. ALTERATION/ CORRECTION IN BIDS

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

14. INCOMPLETE BIDS

Tender who is incomplete or obscure is liable for rejection.

15. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

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

16. 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 Company may be taken without any reference to the tenders.

17. 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.

18. LANGUAGE OF BIDS

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

19. VAT CLEARANCE CERTIFICATE

The bidder shall furnish VAT 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 clearance certificate or the reasons for the bidder's inability to furnish such a certificate are not furnished.

20. INFORMATION & QUESTIONNAIRE SUBMISSION

Questionnaires for various information to be furnished by bidders are enclosed with the "Tender" as Schedule III Part A, B and C (for general, commercial & technical details). It is compulsory on the part of the bidder to furnish all details as per the Schedules. In case, the same are not filled up and enclosed with the tender, the bid is likely to be rejected.

In addition, a check list is attached (Schedule VI) with the tender document. Bidders are requested to fill it carefully to ensure that there are no shortcomings in the documents being submitted. Duly filled-up checklist may please be submitted with the Part II - Technical & Commercial bid.

21. DEVIATIONS FROM TERMS/CONDITIONS

Offers with deviation in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be 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 V part “A” and “B” stating fully the reasons thereof. Unless this is done, these conditions and specifications will hold good, as acceptable to the bidder.

It may clearly 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).

22. PAST EXPERIENCE

Bidders having past experience in manufacture and supply of material should furnish the list of supplies made (along with order copies) during the last 3 years for the materials supplied by them, as per enclosed “Schedule IV”. A certificate in this regard from the organization to which supply is made in the past shall have to be furnished along with the offer, failing which the tender may not get any preference for his past experience.

23. PROCEDURE FOR SUBMISSION OF BIDS: -

- (i) The bid shall be submitted in three (3) parts: -
Part-I shall contain **“EARNEST MONEY DEPOSIT or DOCUMENTS WHICH ENTITLE FOR EXEMPTION FROM EMD”**.
Part-II shall contain **“COMMERCIAL BID AND THE TECHNICAL BID”**
The details about Part I and Part II are discussed in Sections II to VII and Schedules II to VII of the tender documents. Relevant information that the bidders are liable 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 item 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.
- (v) **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 item 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 Company’s PAYMENT TERMS, PENALTY, SECURITY DEPOSIT, and PERFORMANCE GUARANTEE 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/	
Due For Opening On-	
For SUPPLY OF	
This Envelope Contains 3 Separate Envelopes For	
Part I	“Earnest Money Deposit”
Part II	“Commercial And Technical Bid”
Part III	“Price Bid”

TO,
The Chief Engineer (Corporate Office)
O/O CMD (West Zone), M.P.P.K.V.V. Co. Ltd,
Industrial Area, GPH Compound,
Polo Ground, Indore (M.P.) 452 003
It Is Certified That We Unconditionally Agreed The Following Clauses Of Tender Specification: -
(i) PAYMENT TERMS : AGREED.
(ii) SECURITY DEPOSIT : AGREED.
(iii) PENALTY : AGREED.
(iv) PERFORMANCE GUARANTEE : AGREED.
EMD has been deposited in the form of -
Signature Of Bidder
Status And Company’s Seal

- (vi) **In absence of such certification on the main envelope itself, the same shall not be opened and the offer shall be rejected.**
- (vii) 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 rejected.

24. DATE AND TIME OF OPENING OF BIDS – CHANGES

- (i) 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.

- (ii) If the due date of opening / submission of tender documents is declared as holiday by Central / State Govt. or local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.
- (iii) The tender opening shall be continued on subsequent day, in case opening of the entire tender is not completed on the day of opening.
- (iv) 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.

25. 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.

26. 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.

27. CANVASSING OF BIDS

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.

The company desires to deal directly with the manufacturer/bidder, to avoid delay in decision making. It will be in the interest of bidder to avoid liaison agent / commission agent.

28. DESTINATIONS WHERE MATERIALS ARE REQUIRED

The materials as per the specifications are required for various Area Stores/ places situated as mentioned in **Section VI**. The prices quoted should be on **Firm & FOR Destination** basis to any of these Area Stores/ places.

29. VALIDITY OF BIDS

- (i) The offers shall be **valid for 180 days**. Validity of the offer shall be counted from the date of opening of bids.
- (ii) Those who do not agree for a validity of 180 days will do so at their own risk and their offers are liable to be rejected.
- (iii) However if due to circumstances, beyond control, bidders are advised to extend the validity, but they shall not be permitted to revise their rate, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed price of their original offer.

30. AUTHORISATION/ LOCAL REPRESENTATIVE

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

31. ACCEPTANCE OF TENDER

- (i) The Company may reject any or all tenders or to accept any tender considering advantageous to Company whether it is the lowest offer or not.
- (ii) The Company may split the quantities against the tender on more than one firm for the same item. No reasons shall be assigned by the Company for this and the same will be binding on the bidders.

32. CHANGE OF QUANTITY

The quantity indicated in the tender are indicative only. The Purchaser reserves the right to vary the quantities of any or all items as specified in the technical specification/schedules as may be necessary. No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

33. POOL RATES

“The bidders, specifically the SSI Units of the State, are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Company. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidders.”

34. PRECEDENCE IN INTERPRETATION OF TERMS AND CONDITIONS

In case of any conflict between **General Terms and Conditions of Purchase** and **Special Terms and Conditions of Purchase**, the Special Terms and Conditions of Purchase would prevail.

35. INTERESTED CONCERNS

No two or more concerns in which an individual is interested as a proprietor and/ or partner shall tender for execution of same work/ supply. If they do so, all such tenders shall be liable to be rejected.

36. SAMPLE

If requisitioned / specified in the **Volume I of the tender document**, the Bidders shall have to submit sample of equipments/ goods being supplied. In the absence of the requisitioned/ specified sample(s) the offer is likely to be ignored.

Chief Engineer (Corporate Office)
O/o CMD (WZ), MPPKVVCL,
Indore

* * * * *

SECTION-V

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PRICES AND STATUTORY LEVIES

- (i) It is obligatory that FIRM and FOR destination prices are quoted by the bidders for supply of materials/ equipments as per specifications to any of the consignees as listed in Section-VI, inclusive of all taxes, duties levies, VAT, packing, freight, forwarding, insurance etc.
- (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.
- (iii) All taxes, duties and charge as may be applicable as per law in force, must be included in the quoted price. Any silent charges, even if statutory in nature, shall not be payable extra, in the event of an order.
- (iv) Excise duty, CST/ VAT and any other levy shall not be payable extra, even if it under goes any upward revision during contractual delivery period.
- (v) In case any new tax is made applicable after submission of bids by the bidders, additional payment on account of such new taxes would be considered by the company. However, decision of the company would be final in this regard.
- (vi) In case of non-registration with Sales Tax Department, Purchase Tax as admissible shall be deducted by the purchaser from the bills of the supplier.
- (vii) M.P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore is a registered dealer under MP General Sales Tax Act 1994 and Central Sales Tax Act 1956. The registration nos. is Tin No. 233 80203311. Necessary declaration form for availing concessional CST, (wherever applicable and if so mentioned in Special Terms & Conditions of Purchase), shall be furnished after receipt of material at destination and verification of the legal position at our end.

(viii) Entry Tax: -

Entry tax is payable in the state of MP, in accordance with the provisions of Entry Tax Act. Following provisions shall apply regarding Entry Tax.

The price quoted by bidder must be inclusive of cost of Entry Tax (even if the entry tax is payable by the purchaser). It may be noted that unless **Entry-Tax-Paid** goods are supplied by the vendor, the amount of Entry Tax at the applicable rates will be deducted by the purchaser from the supply bill of the vendor, and remitted to the tax department under TIN number of the purchaser.

In case, **entry-tax-paid goods** are supplied, the vendor would be required to affix a duly authenticated rubber stamp on the supply-bill as **ENTRY TAX PAID GOODS**, and attach proof of payment of ET with the bill. In such case, purchaser would not deduct / make any additional payment towards Entry Tax.

It is specifically clarified that if any liability is raised on the purchaser, by the concerned tax department, on account of Entry Tax at a later date, the amount of liability will be recovered from the vendor's pending bills/ security deposit, or recovered in any other manner as may deem fit.

2. PRICE VARIATION

As mentioned earlier the prices are FIRM and no price variation is admissible. In case of any deviation observed in above price term, the offer will be liable for rejection.

3. TRANSIT RISK

- (i) Responsibility regarding covering of risk during transit of material shall entirely be on the supplier. The Company shall, in no case, bear the transit risks/ transit insurance charges.
- (ii) Transit damages/ shortages/ losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages / shortages/losses shall be repaired/ replaced by the supplier / manufacturer, free of cost within one month from the date of intimation by the consignee without waiting for his settlement from carrier or Insurance Company etc. If the supplier fails to do so the consignee (s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material / expenses of repairs either from the supplier / balance bills or from the security deposit as deemed fit.
- (iii) While necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/losses/ damages, without any extra cost and without waiting for the settlement of the claim.
- (iv) In the case of transport damages/ shortage, the payment shall be made only for the quantity received in good and working condition.

4. INSURANCE

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

5. PACKING AND FORWARDING

- (i) The supplier shall be responsible for the Stores being sufficiently and properly packed at his expenses for transport by rail, road or sea, 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 at-least two faces, indicating full address of the consignee, destination station, name of equipment, purchaser's order number, weight and volume of the package etc.
- (iii) Each package shall contain in a water proof cover, a detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently, to enable easy identification. The quantity, weights etc. shall also be given.
- (iv) The packaging shall conform to the specification, rules and regulation prescribed by the Underwriters, Railways, and Transport Agencies. In case of any loss / damages to the consignment, due to non-standard packing, the same shall be made good free of all charges to Purchaser by the supplier. All the provision of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of the supplier to perform.

6. MODE OF DISPATCH

The bidder should clearly indicate mode of dispatch for the material. In case of dispatch through rail, the material is to be booked for respective destination railway station. In case of dispatch through road transport, the material should be dispatched through bank approved road transporters on door delivery basis only.

7. SUBMISSION OF DRAWING AND LITERATURE

All the relevant literature / drawings shall be submitted along with the offer.

8. INSPECTION AND TEST CERTIFICATE

- (i) Each lot of offered material shall be inspected by the Company's inspecting officer before despatch. The supplier shall extend all reasonable and necessary testing help to the inspecting officer of the Company to carry out testing of material at his works.
- (ii) An intimation about the date, by which material shall be ready for inspection, indicating quantity be given to the order placing authority by the supplier / manufacturer, so as to reach him sufficiently in advance, failing which, the suppliers shall be responsible for delay in delivery on account of inspection. On receipt of such intimation, the material shall be inspected normally within 15 days.
- (iii) The supplier shall not despatch the material unless specific despatch instructions are issued by the order placing authority or any other authorised officer of the Company.
- (iv) In case the inspector deputed for inspection does not find the offered lot ready, the Company reserves the right to recover from the supplier, such charges as may have been incurred towards arranging such inspection. These charges have been mentioned in clause 9 below.

9. RIGHT TO CARRY OUT THE INSPECTION DURING MANUFACTURING

In case of Manufacturer Vendors, the Company, at its option, will inspect the material on order during its process of manufacturing, including the inspection of raw material, and will request the supplier to carry out such tests as may be necessary to ensure proper quality check. Samples of components of the material shall be subjected to quality check by the Inspecting Officer, during manufacturing. In the event of stage inspection, if any discrepancy is noticed, the supplier shall be given immediate notice to suspend further manufacturing until corrective measures are taken and the process cleared.

10. FACTORY INSPECTION

- (i) The factory inspection of the Manufacturer Bidder, who have not executed any order of MPPKVVCL, shall be carried out before placing detail order.
- (ii) During pendency of the order, the factory inspection may be conducted by Company's authorized officer as and when felt necessary for ensuring production of quality material.
- (iii) The Supplier shall extend all reasonable and necessary assistance to the inspecting officer of the Company to carry out testing of equipment/material at his works.

11. FAKE INSPECTION CALL

All such firms, who after giving inspection call, do not offer materials to Inspecting Officer for inspection due to one or the other reasons, shall be required to remit a sum of Rs. 5000/- per officer.

12. DELIVERY

Delivery schedule shall be as mentioned in Section II - Special Terms and Conditions of Purchase.

13. 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 supplier's source of supply, due to force majeure causes enumerated at (i) do (iv) above, provided the supplier 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 supplier or purchaser as the case may be.
- (vii) All the provisions of this clause shall apply whether the disruption caused is total or partial in its effect upon the ability of the supplier to perform.
- (viii) The cause of force majeure condition will be taken into consideration only if the supplier, within 15 days from the occurrence of such delay gives a proper notice to the purchaser. The MPPKVVCL shall verify the facts and may grant such extension in delivery period as the facts justify. For delivery time extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the MPPKVVCL shall be binding on the firm.

14. TERMS OF PAYMENT

Payment Terms & Procedure shall be as mentioned in *Section II - Special Terms and Conditions of Purchase*.

15. PENALTY FOR DELAY

The time for delivery of the material shall be deemed to be the essence of the contract. In case of delay in execution of the order, the Company, at its discretion, shall recover from the vendor as penalty, a sum equal to ½ % of the price of any stores not delivered, for every week of delay. For the purpose of this clause, part of a week shall be considered as full week. However, maximum penalty under this clause shall be restricted to 10 % of the order value. This will be without prejudice to other remedies available to the Company as per the laws of India, or terms of this Tender.

For this purpose, the date of offer for supply of material in the office of the Order Placing Authority shall be considered as the date of delivery, subject to the condition that offer has been received 15 days in advance of terminal date of scheduled delivery, and material is delivered at stores within 21 days of clearance. For early inspection, offer may be sent telegraphically or by fax. The Company will not be responsible for delay in inspection, if inspection offer is not received timely. Please note, in case material is not received within 21 days from the date of issuance of despatch instructions, even though the delivery period exists, penalty shall be applicable on delay of despatch.

16. PENALTY FOR BREACH OF CONTRACT

Breach of any terms and conditions which are included in the any section of the tender documents, or various schedules, annexure, enclosures, appendix etc. which are referred in these sections shall be deemed as breach of this Contract.

- (i) In case of breach of this contract by the bidder/ vendor, 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.
- (ii) The MPPKVVCL, Indore may black list / debar the firm for further business for declared period i.e. one to three years on breach of contract.

17. SECURITY DEPOSIT

- (i) On acceptance of offer, the successful bidder will have to pay the Security Deposit as per the applicability, as discussed below: -

(A) ALTERNATE I (Normal SD):

On acceptance of offer, the successful bidder shall have to pay the security deposit @ 10 % of the total value of the order, in any of the following forms-

- (a) Cash to be deposited with Sr. Accounts Officer, MPPKVVCL Indore. After deposition of SD, original receipt shall have to be produced to this office, which shall be returned after conveying the acceptance of Security Deposit.

OR

- (b) Demand Draft to be drawn in favour of Sr. Accounts Officer, MPPKVVCL Indore of respective consignee drawn on any nationalized / scheduled Bank and payable at respective destination.

OR

- (c) Bank Guarantee on any Nationalized Bank, or any other bank mentioned in Section VII, strictly as per Company's Proforma (to be supplied along with the order) valid sufficiently to cover the guarantee period, in the office of the order placing authority.

(B) ALTERNATE II (Permanent Security Deposit): Facility to deposit permanent Security Deposit shall be available to vendors, only if so mention and permitted in **Section II – Special Terms and Conditions of Purchase**. Additionally, following terms and conditions shall apply in respect of Permanent SD.

- (a) The outside-the-state firms can furnish permanent security deposit of Rs. Five Lac (In the form of Demand Draft) with the Discom-WZ. Upon submission and acceptance of permanent SD, such vendors would be exempted from submission of security deposit against individual orders, subject to approval.
- (b) The State SSI units can also furnish the permanent security deposit of Rs. 3 Lacs (In the form of Demand Draft) with the Discom-WZ. Upon submission and acceptance of permanent SD, such vendors would be exempted from submission of security deposit against individual orders, subject to approval.
- (c) The facility of permanent security deposit shall be extended to only such suppliers who have had business with the M. P. Electricity Board or MPPKVVCL Indore for more than 3 years and where supplier's performance has been found good.

(d) The validity of permanent security deposit, as and when given to any supplier, shall be initially for a period of 1 or 2 years only as the case may be, and its revalidation will be done after reviewing the performance of the supplier.

(C) ALTERNATE III (Concessional SD for SSI units of MP):

- (a) SSI Units registered with Industries Department of MP are required to pay Security Deposit for only 5 % (five percent) value of the order, subject to maximum of Rs. 20,000/- in cash or DD. This concession is for such SSI Units of M.P. who are doing business up to Rs.50 Lacs annually with the WZ-Discom.
- (b) SSI units having annual business of above Rs. 50.00 Lacs, with the Company, shall be required to pay the security deposit as per ALTERNATE I or II only.
- (ii) The Security Deposit shall be deposited strictly in aforesaid manner only. Deduction of security deposit from the supply bills shall not be allowed in any case.
- (iii) The Security Deposit shall have to be deposited within 30 days of issue of order and prior to offering supply of material against the order.
- (iv) The Company shall forfeit the Security Deposit in the event of non execution / part execution of the orders / poor performance of vendor, besides invoking the penalty clauses.
- (v) 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 order, and on expiry of guarantee period provided, there are no claims outstanding to be recovered against the bidders / suppliers. This shall not be applicable in case of permanent security deposit.
- (vi) No interest shall be paid by the Company on security deposit furnished by the manufacturer / suppliers.

18. EXTENSION ORDER

- (i) The extension order can be placed for any addition quantity to the extent of 50 % quantity of the original order within six months from the date of placement of order on same rates terms & conditions of original order.
- (ii) The suppliers shall have to accept extension order if placed within a period of 6 months from the date of order by Rural Electric Co-operative Societies in Indore / Ujjain Region of MPPKVVCL, for supply of material against the order, on the same rates, terms and conditions. The suppliers shall furnish necessary security deposit to the concerned Rural Electric Co-operative Societies. Payment for supplies shall be made directly by the concerned society.
- (iii) The suppliers shall have to accept order for additional quantity if placed within 6 months from the date of order by other two DISCOMs (i.e. MP Madhya Kshetra Vidyut Vitran Co Ltd, Bhopal and MP Poorva Kshetra Vidyut Vitran Co Ltd, Jabalpur).

19. TESTING FACILITY AND TESTS TO BE CONDUCTED

The bidder must give their production capacity, all about testing lab and line testing facilities available with them in details for the tendered material. The bidder should also give the details of test proposed to be conducted in their labs in the event of order with the details Indian Standard Specification / Codes.

20. MATERIAL TEST CERTIFICATE

Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the results of all tests prescribed in the relevant ISS (as mentioned in the Technical Specification Schedule) for ordered item shall be submitted to the office of the Member (Distribution) West Zone, GPH Compound, Industrial Area, Polo Ground, Indore, for approval along with the letter / offer for inspection of material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in IS.

21. TYPE TEST CERTIFICATES

If prescribed under **Section II (Special Terms and Conditions of Purchase) or Section III (Technical Specifications)**, duly authenticated photo copies of appropriate **Type Test Certificates** would have to be furnished by the bidders, otherwise their offers shall be liable to be rejected. Type test reports/certificates for the test conducted on the tendered item/material shall not be older than 5 years on the date of opening of technical/commercial bid.

22. RANDOM TESTING

- (i) Inspection of material before despatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The MPPKVVCL shall have option to test the samples selected at random from the supplies affected and subject it to routine/type test.
- (ii) In case, the samples fails to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost. MPPKVVCL will not be responsible for levy of taxes on such rejected material and deduction shall be in totality.
- (iii) In case of random checking of the supplies, if any deviation is noticed, a notice shall be given to the supplier, who shall arrange to depute his representative within 15 days for joint inspection. If during joint inspection any deviation is observed and material supplied is found not conforming to standards laid down in the relevant ISS, the MPPKVVCL reserves the right to impose any appropriate penalty for full quantity of materials supplied against the order. The decision of the MPPKVVCL in this respect shall be final and binding on the supplier.

23. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

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

24. ROYALTIES AND PETENTS

All royalties for patent or any charges for usage or infringement there of that may be involved in the supply shall be included the offered price and the supplier shall product purchaser against any claim thereof. Supplier is fully responsible for such contractual dealing and purchaser shall not be called upon to bear any such charges.

25. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all goods covered under procurement, shall have been produced, sold, dispatched, delivered ,tested, in strict compliance with all applicable rules, Regulation including Industrial (Development and Regulation) Act 1951 and any amendment there under, labour agreement, working conditions and technical codes and requirements, as applicable from time to time.

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulation are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchasers shall not be responsible in any manner whatsoever.

26. SUBMISSION OF DESPATCH DETAILS

On completion of supplies, a statement showing details of offer and supplies made shall be furnished to this office promptly i.e. in first week of following months in following Proforma: -

Page 1

Sl. No.	Particular	Qty offered	Date of offer	Date of D.I.

Page 2

Qty. for which D.I. is given	Bill no. & Date	Qty supplied	Name of consignee

Page 3

Liability intimated By consignee	Details of remittance of liability	Addl. Information	Remarks if any

Similar information for supplies made during each month shall be submitted by the first week of subsequent month.

27. CANCELLATION OF ORDER

- (i) The Company may, upon written notice of default, terminate contract in the circumstances detailed hereunder: -
- a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
 - b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found to be not in accordance with prescribed specifications, and / or the approved samples.
 - c) If, as a result of stage inspection, it is revealed that material and/or, workmanship is sub-standard, which is likely to affect the performance of the finished products, a notice would be served by the Company to the supplier to

- suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
- (ii) In the event of such termination, the Company shall exercise the discretionary powers as: -
- a) To recover from the supplier, penalty as mentioned in the clause no.15 above.
- AND / OR**
- b) To purchase from elsewhere, on account and at the risk of the vendor, goods of similar description to the consignment which is not delivered, after giving due notices to the vendor.
- AND / OR**
- c) To cancel the contract reserving Company's rights to recover damages.
- (iii) Powers under sub-clause (ii) referred to above, are in addition to the rights and remedies available to the Company under the law of India relating to contract.
- (iv) In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under the sub-clauses (ii) (a) or (b) above, the supplier shall be liable to pay for any loss, which the company may sustain on that account but the supplier shall not be entitled to claim any savings on all such purchases made against the default.
- (v) The decision of the Company shall be final regarding the acceptability of the stores supplied by supplier, and the Company shall not be required to give any reason for the rejection of the stores/material.
- (vi) In the event, Company does not terminate the Contract as provided above, the supplier shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay as per clause 15 until suppliers are accepted.

28. ARBITRATION

If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier, upon, or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the adjudication of two Arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier. In the case of said Arbitrators not agreeing, the matter shall be referred to the adjudication of an Umpire, to be appointed by the Arbitrators, whose, decision shall be final and binding on the parties.

The arbitration shall be conducted as per provision of The Madhya Pradesh Madhyastha Adhikaran Adhiniyam 1983, as amended from time to time, and of the rules made there under. The Arbitrators or the Umpire as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Supplies under the contract shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Umpire, as the case may be, is issued.

29. 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.

30. CORRESPONDENCE

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

- (i) Concerned consignee
- (ii) Concerned Sr. AO /Regional AO
- (iii) S.E. (Pur), O/o CMD (WZ), MPPKVVCL, G.P.H. Compound Pologround, Indore.
- (iv) S.E. (Stores), O/o. G.P.H. Compound Pologround Indore.

31. CLIMATIC CONDITONS

The climatic conditions where equipment are intended for installation could be taken as under: -

1	Maximum temperature of air in shed	45° C
2	Minimum temperature of air in shed	4°C
3	Maximum relative humidity	95%(The humidity sometime approaches saturation point)
4	Minimum relative humidity	10 %
5	Average no. of dust-storm days per Annum	40 days
6	Average no. of rainy days per Annum	90 days
7	No. of months of tropical monsoon conditions per annum	3 months
8	Average annual rain fall	1250 mm
9	Maximum wind pressure	150 kg/Sq.mm
10	Altitude not exceeding	1000 meters.

(The limit of ambient temperature shall be 45°C peak and 35°C average over a period of 24 hrs)

Chief Engineer (Corporate Office)
O/o CMD (WZ), MPPKVVCL,
Indore

SECTION-VI
LIST OF CONSIGNEE AREA STORES & SENIOR/ REGIONAL
ACCOUNT OFFICERS

Sr. No.	Name of Consignee	Name of Station to which Materials are to be dispatched, if by Railway	Concerned Sr. AO/ R.A.O. MPPKVVCL
1	Addl. S.E. / E.E. (Stores) Area Store, MPPKVVCL, Indore	Indore (W.R.)	Indore
2	-do- Barwaha	Indore (W.R.)	Khandwa
3	-do- Ujjain	Ujjain (W.R.)	Ujjain
4	-do- Ratlam	Ratlam (W.R.)	Ratlam

SECTION-VII
LIST OF SCHEDULE BANKS

Sr. No.	Name of R.A.O./ Sr. A.O.		Name of Bank
1	Indore	1	Bank Of Baroda
		2	Central Bank Of India
		3	State Bank Of India
2	Khandwa	1	Bank Of India
		2	State Bank Of India
3	Ujjain	1	State Bank Of India
		2	Dena Bank
4	Ratlam	1	State Bank Of India
		2	Central Bank Of India
		3	Dena Bank
List banks other than nationalised banks, which are approved to furnish Bank Guarantee			
1	ICICI Bank		
2	IDBI bank		
3	UTI Bank		

SCHEDULE-III
SCHEDULE OF INFORMATION

Part-A: General Information

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID”)

Please furnish desired details. Strike off, whichever is not applicable. Use separate sheets wherever necessary and enclose the same as Annexure (as specified in the “Table of Contents” Schedule VII).

Sr. No.	Particulars	Details
1	Name & Address of the Bidder	
a)	Registered office	
b)	Factory/ works address	
c)	Telegraphic address	
d)	Telex/fax Nos.	
e)	Telephone Nos.	
2	Confirm whether bidder is participating as a Manufacturer or Authorised dealer .	Manufacturer Or Authorised dealer (strike out whatever is not applicable)
4	If bidder is the manufacturer, fill following details	
a)	Address of factory	
b)	Year of starting manufacture	
c)	Whether the same /similar material manufactured earlier	Yes/No
d)	Yearly/monthly production capacity	
e)	Maximum yearly production achieved so far	
5	Whether the firm is an MP SSI Unit	Yes/No (if yes, fill following details)
a)	Registration No.	
b)	Items of registration	
c)	Period of registration	
6	Whether the bidder is old participant with MPPKVVCL.	Yes/No (if yes, furnish the details in Schedule IV)
7	Any other information that bidder may like to	

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

SCHEDULE-III
SCHEDULE OF INFORMATION

Part-B: Commercial Information

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID”)

Please furnish desired details. Strike off, whichever is not applicable. Use separate sheets wherever necessary. Please enclose the extra sheets as Annexure (as specified in the “Table of Contents” Schedule VII).

Sr. No.	Particulars	Details
1	Earnest Money details	
a)	Bank draft/Bankers cheque/ Cash with Sr. AO, MPPKVCL, Indore.	
b)	Amount of EMD (in Rs.)	
c)	Any exemption from EMD (if yes, please mention under which category exemption is sought i.e. SSI Unit of M.P./small Scale unit registered with NSIC/Fully owned Stated/Central Govt. Unit etc.)	
2	Whether the offer is valid for 180 days from the date of opening of commercial/ Technical bid.	Yes/No (If no, state validity period)
3	Mode of Despatch	
4	Security Deposit. Please indicate details of Security Deposit , as would be applicable to the bidder.	(Please refer to Section V General Conditions of Purchase & Section-II Special Terms & Conditions of purchase for details, and fill in the response accordingly)
a)	Normal SD @ 10 % shall be deposited, OR	
b)	Permanent SD has been deposited (please attach proof), OR	
c)	Concessional SD as applicable to SSI units of MP shall be deposited (Please attach proof).	
5	Please furnish ST/ VAT Registration Number of your firm.	
a)	State Sales Tax/ VAT Registration Number	
b)	Central Sales Tax Registration Number	
6	Please indicate whether you are participating in the tender as “ registered dealers situated within the state of MP ” or you shall raise invoice as a registered dealer of any other state ?	Registered Dealer within State of MP. Or Registered dealer outside the state.

Sr. No.	Particulars	Details
	(This information is specifically required for ascertainment of liability towards Entry Tax and CST/ VAT)	(Please strike out whichever is not applicable)
7	<p>In case of “registered dealers situated within the state of MP” please indicate whether the transaction would be of “Sale in Transit nature (viz E1-C Transaction etc.)” or not?</p> <p>(This information is specifically required for ascertainment of liability towards Entry Tax and CST / VAT)</p>	<p>Transaction would be of “<u>Sale in Transit nature (viz E1- C etc.)</u>.”</p> <p>Or</p> <p>Transaction would NOT be in the nature of <u>Sale in Transit.</u></p> <p>(Please strike out whichever is not applicable)</p>

Place- Signature of Bidder with
Seal of Firm :
Date- Name (in full) :
Designation :

SCHEDULE-III
SCHEDULE OF INFORMATION

Part-C: Technical Information

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

Please furnish desired details. Strike off, whichever is not applicable. Use separate sheets wherever necessary. Please enclose the extra sheets as Annexure (as specified in the “Table of Contents” Schedule VII).

Sr. No.	Particulars	Details
1	Performance Certificates	Attached Yes/No
2	Pamphlets/technical details, literatures	Attached Yes/No
3	Test Certificates if desired in the Section III Technical Specifications.	Attached Yes/No
4	In case bidder is Manufacturer, details of manufacturing equipments and short history of plant.	Attached Yes/No
5	In case bidder is Manufacturer, details of manufacturing process furnished with offer	Attached Yes/No
6	Availability of testing facilities	If yes, give details If no, approved lab available in surrounding areas where tests are proposed to be conducted.
7	If requisitioned, whether Samples submitted	Submitted Yes/No

Place- Signature of Bidder with Seal of Firm :

Date- Name (in full) :

Designation :

SCHEDULE-VI**CHECK LIST****(TO BE KEPT IN THE ENVELOPE PART-II, “COMMERCIAL/TECHNICAL BID”)**

Check List Item	Options	Answer
Technical Information		
Whether confirmation certificate proving party is a Manufacturer or Authorised Dealer is attached	Manufacturer/ Authorised Dealer	
In case of Manufacturer, whether details of the installed manufacturing capabilities & present commitments are attached	Yes/No/NA	
Whether list of supplies made during last 3 years & certificates from those organizations are attached	Yes/No	
Whether all Literature & Drawings related to the material are attached	Yes/No	
Whether Test Certificates from inspector of the Company is attached	Yes/No	
Whether appropriate type test certificate (if required in Section V Technical Specifications) is attached	Yes/No	
Whether Quality assurance certificate is attached	Yes/No	
Whether NSIC/SSI /DIC Registration Certificate is attached	Yes/No	
Whether details of old supplies to MPPKVVCL are attached	Yes/No	
Whether Certified true copies of the resolutions/ Extracts of Articles of Association/ Special or general Power of Attorney is attached	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 each page of the tender is signed and duly stamped and submitted by the bidder.	Yes/No	
Whether duly signed “Tender Form” is attached with the bid	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 ”	Yes/No	

Check List Item	Options	Answer
Earnest Money Deposit”, Name of Work, TS number, Bidder name and Date of opening		
Whether all the information mentioned in Schedule III is filled and duly signed and stamped with the legally authorised signatory	Yes/No	
Whether all the information related to Past Experience (Schedule IV) is filled and duly signed and stamped with the legally signatory authority	Yes/No	
Whether all the information related to Technical & Commercial Deviations (Schedule V) is filled and duly signed and stamped with the legally signatory authority	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: Bidder has to attach this **“Check List”** with the **“Commercial & Technical Bid”** answering all the questions and mention page numbers.

* * * * *

SCHEDULE-VII**TABLE OF CONTENTS**

(TO BE KEPT IN PART – II TECHNICAL & COMMERCIAL BID ENVELOP)

Bidders are requested to submit the document exactly in this sequence.

Sr. No	Particular	Document Page No.
1	Duly Signed Complete Tender Document in Vol I & II (except 'Schedule I- Price Bid, which is to be kept separately in Part III - price bid envelop)	As printed
2	Documents/ Certificates/ Reports	XXXX
2.1	Past two years P&L Account and Balance Sheet	1 to __
2.2	Certified true copies of the resolutions/ Extracts of Articles of Association/ Special or general Power of Attorney and any other documents establishing authority of the person signing the tender document.	__ to __
2.3	Confirmation certificate proving party is a Manufacturer/ Authorised Dealer	__ to __
2.4		__ to __
2.5		__ to __
3	Annexure if any, to Schedule II (Guaranteed Technical Particulars)	__ to __
4	Annexure to Schedule III (General, Commercial, Technical Information)	XXXX
4.1	VAT Clearance Certificate	__ to __
4.2	NSIC/SSI Registration Certificate	__ to __
4.3	Quality assurance certificate	__ to __
4.4	Details of the installed manufacturing capabilities, manufacturing process & present commitments	__ to __
4.5	Technical Literature / Drawings	__ to __
4.6	Test Certificates from inspector of the Company	__ to __
4.7	Type Test Certificate if prescribed	__ to __
4.8	Details of Testing Facilities available with bidder	__ to __
4.9	Details of samples submitted (only if required as per tender conditions)	__ to __
4.10	Other if any	__ to __
4.11		__ to __
4.12		
5	Annexure to Schedule IV (Past Experience)	XXXX
5.1	Order copies of supplies made to MPPKVVCL and similar organisations during last 3 years & certificates from those organizations	__ to __
5.2	Other if any	__ to __
6	Annexure if any, to Schedule V (Technical / Commercial Deviations)	__ to __
7		

Instructions: Bidders shall have to give each documents page numbers and clearly specify the same in the table.
