

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/507,
Due for opening on: - 25.04.2011 AT 3.30 PM

**Repairs and Testing of 33 / 11 KV Power Transformers
(Under Rate Contract Award)**

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 Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144, 303 & 204 Fax No: 2421345,2423300

TENDER SPECIFICATION NO. CMD/WZ/06/PUR/507, DUE FOR OPENING ON 15.05.2011 At 3:30 PM		
ITEM: REPAIR AND TESTING OF 33/11 KV POWER TRANSFORMER		
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Basic Tender Information

Particulars	Details
Name of Work	REPAIRS AND TESTING OF 33/11 KV POWER TRANSFORMERS (UNDER RATE CONTRACT AWARD)
Tender Specification number	CMD/WZ/06/PUR/507
Date of Sale of Tender documents	From 05.04.2011 to 25.04.2011 up to 12 Noon
Last Date of Bid Submission (Date & Time)	25.04.2011 At 3.00 PM
Due Date of Opening of Technical & Commercial bids	25.04.2011 At 3.30 PM
EMD to be Deposited	Rs. 50,000/-
Cost of Tender Documents	Rs. 5,000/- plus Rs 300/- extra if desired by post.
Downloading of tender from website	The tender document downloaded from website will also be accepted, in that case the bidder will have to deposit tender fee mentioned above along with bid in separate envelop. In case of any ambiguity, the terms & condition mentioned in the tender document will be final

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers



M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.

GPH COMPOUND, POLOGROUND, INDORE

(EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144 & 204 Fax No: 2421345,2423300)

No. CMD/WZ/06/PUR/NIT-21/6985

Indore, dated: 28.03.2011

NOTICE INVITING TENDERS

Sealed tenders are invited for following items by the dates indicated here under: -

Sr. No.	T.S. No. CMD / WZ / 06 / PUR /	Name of Items	Approx. Quantity	EMD (Rs.)	Tender Fee (Rs.)	Last Date for submission up to 3:00 PM & opening at 3:30 PM
1	506	Repairing of 11/433 KV Distribution Transformers (Up to 200 KVA rating)	16000 Nos.	50000	10000	21.04.2011
2	507	Repairing & Testing of Power Transformers of various ratings	56 Nos.	50000	5000	25.04.2011

Note: -The tender documents can 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 05.04.2011 on payment of non refundable tender fees as specified above between 11.00 Hrs. to 17.00 Hrs. on all working days. Further, if required by post Rs. 300/- shall be payable extra. The last date of selling of tender documents shall be 12:00 Noon on due date of opening of tender. The tender document downloaded from website will also be accepted, in that case the bidder will have to deposit tender fee mentioned above alongwith bid in separate envelop. 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.

www.mppkvcl.org

//Save Electricity//

Chief Engineer (Corporate Office)

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers

**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/507 dated 28.03.2011, 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: -

.....
.....

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers

**IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR SUBMITTING TENDER
AGAINST T.S. NO. CMD/WZ/06/PUR/507 DUE FOR OPENING ON 25.04.2011.**

(1) BASIC QUALIFICATION OF BIDDERS

- (A) This bidding is open for Manufacturers/Repairer of Transformers (wherever applicable) only who provide satisfactory evidence: -
- (a) That they are qualified Manufacturer/ Repairer of Transformers (wherever applicable) who regularly manufacture the materials/equipments of the type specified and has adequate technical knowledge and practical experience.
 - (b) That 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).
 - (c) That, they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments
 - (d) That, they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified.
- (B) This bid is invited for repairs of 33/11 KV beyond guarantee period defective power transformers of various ratings from the Bidders who are fulfilling any of the following eligibility criteria:
- (a) State SSI Units who have supplied/repared 33/11 KV Power Transformers against earlier tenders of MPSEB/other SEBs/Power Utilities/Discom of M.P.
 - (b) State SSI Units who are having minimum 3 years experience of manufacturing new 11/4KV distribution transformers and must have supplied minimum 300 Nos. new distribution transformers to MPSEB or other SEBs or any Power Utility/Discom of M.P. in the past. Such units must have got adequate facility to manufacture/repair and testing of 33/11 KV Power Transformers up to rating for which they are participating.
 - (c) Out state firms preferably near M.P. state border, who have supplied new 33/11 transformer or have repaired 33/11 KV Power transformer against orders of any state Electricity Board/Power utility/Discom of M.P.

Documentary proof for the above has to be invariably attached failing which the offer shall be summarily rejected.

Eligible bidders, who are fulfilling above mentioned criteria, in their own interest, are advised to go through the following important instructions very carefully before submitting the bids: -

The tender should be submitted in three parts as explained below.

Part-I Shall contain earnest money deposit/document which entities for exemption from EMD.

Part-II Shall contain commercial bid and technical Bid Schedule – II, III, IV & V.

Part-III Shall contain Price Bid Schedule-I (A) & (B). The bidder shall ensure that the prices/rates are filled in accordance with the proforma.

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”. The tenders (in three parts) shall be submitted each in duplicate.

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers

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”. Besides this, it shall be certified on the main envelope it self that payment terms, penalty, security company deposit and performance guarantee clause as mentioned in the tender specification are acceptable to the tenderer.

In absence of above certification on the main envelope itself, the same shall not be opened and offer shall stand rejected. Even after certification on the body of the main envelope, if any ambiguity is found upon opening of main envelope offer shall be rejected and Price Bid shall not be opened.

- Part-I** – Earnest Money Deposit shall strictly confirm clause – 11 as detailed in following paras. No offer shall be accepted without Earnest Money Deposit unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall be rejected and Commercial & Technical Bid/Price Bid shall not be opened.
2. After opening of last two parts i.e. Part-1 & Part-II on due date and time, the Price Bid shall be opened after ascertaining that bid is technically and commercially acceptable on the date to be noticed separately. Offer of those firms shall not be opened who do not fulfill following criteria:
 - Non-compliance of the requirements indicated above in Clause-1.
 - Any deviation in our major commercial condition i.e. Payment Terms, Penalty, Security Deposit and Performance Guarantee clause.
 - Non-fulfillment of the pre-qualifying eligibility criteria as mentioned above.
 3. In case of correction done in the tender, the same should be initialed by the tenderer otherwise tenders may not be considered.
 4. Telegraphic offers will not be considered.
 5. All the tenderers shall essentially indicate the breakup of prices as shown in Schedule-I. In case any of the charges are not included in the quoted prices, the same shall be clearly shown as extra, indicating specifically the rate/scale of such charges leviable extra in absence of which the tender shall be deemed to have included all such charges in his offer. In case the rate/scale of any leviable extra are not clearly specifically indicated in the offer, suitable loading to their quoted prices shall be done for comparison of their prices with those of other tenderness.
 6. As the rates quoted on the above basis, besides being of help to the Company, in precisely deciding upon the firms on whom the orders are to be placed. Tenders received without giving breakup of prices as described above will be considered incomplete and dealt with accordingly.
 7. All tenderness shall also indicate the percentage of flat rate of excise duty, sales tax, separately if applicable. The tenders received without giving details of above taxes shall be treated incomplete

and shall be dealt with accordingly. The applicability of these taxes on the accepted items may be clearly brought out.

8. The terms and conditions mentioned in tender specification shall be binding on the tenderness and no condition or stipulation contrary to our condition shall be applicable.
9. Please note that the tenderers who do not accept terms and conditions stipulated in this tender specification their offer are liable to be out rightly rejected without assigning any reason whatsoever.
10. Please note that the transformers against this tender are to be repaired against rate contracts, the general conditions of which may please be noted carefully.

11. EARNEST MONEY:

- (i) The tenderers shall deposit the Earnest Money amounting to Rs. 50,000.00. The earnest money can be deposited in one of the following forms only:
 - a) In cash to be deposited to the Senior Accounts Officer MPPKV Co Ltd. Indore.
 - b) By Bank Draft in favour of Senior Accounts Officer MPPKV Co Ltd. Indore.

No offer will be accepted without Earnest Money Deposit, unless exempted by the company. If on opening of tender any other discrepancy is noticed, the tender shall be rejected and returned to the tenderer.

- ii) The following are exempted from payment of Earnest Money Deposit:
 - a) SSI Units of Madhya Pradesh Permanently registered with DIC / Ancillary units of MPSEB. 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) Small Scale Units registered with NSIC – In case of Small Scale Unit permanently registered with NSIC, their registration Certificates should be valid for the item on tender on due date of opening of commercial and technical bid, 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) In case of Medium/ Large Scale Manufacturing Units, located in Madhya Pradesh (other than SSI/ Ancillary Units to MPEB and Govt. undertakings) the EMD shall be accepted @ 50% (Half) of the rates persecuted above. Here also, permanent registration is a must in respect of specified item against this tender.
 - d) Fully owned State Govt. units, if 100% shares are held by the State Govt. concerned for which documentary evidence must be furnished with the often/Central Govt. manufacturing units.
 - e) The photocopy of the NSIC/SSI Registration Certificate for the tendered items duly attested by G.M./Manager, DLC of the Area, 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 extent they are registered for respective items with the SSI/NSIC organization. The certificate should be valid and duly renewed as the case may be.

- iii) The tenderer who comes under above categories should furnish documentary evidence with the offer, failing which; his offer shall be rejected and returned.
- iv) In case, the tenderer withdraws his offer during the validity period or after placement of Rate Contract/Order, the EMD shall be forfeited.
- v) Return Of Earnest Money To Unsuccessful Bidders:
 - (a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender has been decided. No interest shall be paid on EMD amount.
 - (b) EMD of bidders on whom the rate contract/order have been placed, shall be returned on acceptance of security deposit, No interest shall be paid on EMD amount.

12. FORFEITURE OF EARNEST MONEY DEPOSIT: - It should be clearly understood that in the event of the tenderers failing to accept and execute the telegraphic and detailed orders, if it is placed within the validity period of the offer, then the full amount of earnest money will be forfeited with Board's decision in this respect will be final and binding on the tenderer.

13. THE QUESTIONNAIRE: -All Forms enclosed at the end of the specification must be submitted duly filled in. The answers should be unambiguous and clear. The terms as refer covering letter etc. shall not be acceptable. Attach extra sheet if the space is not sufficient.

14. Bidders are also advised to furnish following documents.

- a) Latest partnership/ownership deed of the firm quoting the tender.
- b) Power of Authority to sign the tender documents and all correspondence after placement or rate contract/order.

15. Bidders are advised to furnish documentary evidence to the effect that they fulfill all the requirements indicated above.

16. Company reserves the right to accept/reject wholly or partly and tender without assigning and reason what-so-ever. No correspondence in this regard shall be entertained by the Company.

17. UNSATISFACTORY PERFORMANCE-

Even on fulfilment of all the criteria it may please be noted that:-

- (a) Offers of those bidders who have been debarred/black listed for future business with our company/MPSEB/other Discoms, may be summarily rejected.
- (b) In case of those bidders whose past performance has not been satisfactory against previous tenders / work contract on turn key basis of MPSEB / Companies formed on restructuring of MPSEB, they may not be considered for order. Following shall attribute to poor performance of a bidder:-
 - * Non-execution of previous order(s)/ work contract /inordinate delay in supply of material.
 - * Failures of material in testing & non-replacement of the same by the supplier.
 - * Failures of material enmasse as reported by the field officers.

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

**GENERAL TERMS & CONDITIONS OF RATE CONTRACTS AWARD FOR
REPAIR OF POWER TRANSFORMERS.**

These general terms & conditions shall be read and considered along with the technical specification and other terms and conditions appended here to and if there is any conflict of inconsistency between the provisions here of and those contained in technical specifications and other condition contained here on shall be prevail.

1 .PERIOD OF RATE CONTRACT: -

This rate contract shall remain in force to a period of two years from the date of contract. This period may be extended for a period of one year or more subject to mutual agreement between company and firm and shall be on such conditions as may agreed upon mutually.

2 .SECURITY DEPOSIT: -

The firms who have already executed Bank Guarantee worth Rs. 10 Lacs with the office of the Regional ED/CE for repair contract of 11/. 4 KV Distribution Transformers (up to 200 KVA rating) or reconditioning work of 33/11KV transformer or repair of 33/11 KV power. Transformers will not be required to furnish any additional security deposit. Such firms will be required to furnish an undertaking to this effect that liability against instant tender shall also be covered under bank guarantee of Rs. 10 Lacs already submitted by them with the office of the regional ED/CE.

Firms who have not been awarded any rate contract so far and therefore do not have above mentioned security deposit of Rs. 10 Lacs with the Regional office, will be required to furnish security deposit of Rs. 10 Lacs in the form of bank guarantee/ FDR to cover the requirement towards performance guarantee and safe custody of Transformers handed over to them for repairs.

The firm shall not be allowed to lift the damaged transformers till such term they deposit security as detailed above. The rate contract may be cancelled, if security is not deposited within 45 days of receipt of award.

3. PRICES: -

The tenderers are required to quote their price Schedule-1(A) and for transportation charges as per Schedule – I (B). the price of item I & II & IV shall include assessment and estimation, labour and all other charges involved in repairs, testing, handling, loading, unloading, storage, marking and giving safe delivery of the transformers at the works after satisfactory repairs and testing etc.

Price variation shall be allowed on HV/LV leg coils, transformer oil and labour charge as per formula enclosed & price variation shall be allowed on scrap HV/LV coil on the basis of rate published in economic times on Wednesday of the week in accordance with the formula mentioned at Sr. No. 4 of Annexure-I (Price variation formula and for the rest of the items of Price Schedule, unit rate shall be on FIRM basis and no variation shall be allowed in their prices during entire period of the contract: -

a) EXCISE DUTY: -

Excise duty and any other Government levy which is legally applicable, shall be paid extra at actual on production of necessary documents (original excise gate pass in case of excise duty) in proof of having paid the same amount. Item on which excise duty is applicable shall be mentioned along with rate thereof.

b) VAT/CST: -

VAT / CST shall be paid extra at actual, as legally applicable the necessary declaration as applicable, shall be issued by the consignee.

4. PARALLEL CONTRACTS: -

The Company reserves the right for entering into parallel rate contracts with other firms and to assign and specify the areas of operation of rate contracts.

5. SUBMISSION OF BILLS: -

All the bills shall be pre-receipted and shall be submitted in triplicate to the concern Sr. AO / RAO MP PKVV Co. Ltd. The contractor shall attach a copy of the approved estimate and a copy of MRC along with the bill in order to facilitate checking of bills and to avoid delay in payment.

6. PAYMENT: -

As per clause 11 of Annexure-IV, General Terms and Conditions of Rate Contract Award.

7. TRANSFORMER OIL: -

The transformer oil drained out of the damaged transformers whether useable or not shall be retained by the Company. All the repaired transformers shall be filled with fresh transformer oil as detailed in the Technical Specification. The quantity of fresh transformer oil shall be filled as per quantity mentioned on the transformer name plate of the original manufacturer and 05% additional quantity shall be allowed for filtration and handing purpose.

8. TRANSPORTATION/CARRIAGE OF TRANSFORMERS: -

The Contractor shall make their own arrangements for carriage of damaged transformers from our Stores to their works and back to our Stores after satisfactory repairs and testing.

Please note that necessary transit insurance of transformer for safe transportation from our Area Store to your works and back to destination, which will be intimated separately after successful repairs shall be arranged by you at your cost.

9. ASSESSMENT & ESTIMATION OF REPAIRS: -

A joint inspection by Company's authorized Engineer and the contractor shall be carried out at the firm's works to assess and work out details of damaged parts to be replaced and repairs to be carried out in individual transformer and an estimation report to this effect shall be prepared which will be signed by the contractor and Inspecting officer of the Board. Necessary facilities shall be provided by the contractor for joint inspection to assess the repairs involved in the individual transformer.

In case one or more HT/LT Leg coils is found damaged, all HT or LT coil shall be replaced. The replacement of HT and LT leg coils is to be done by new coils and the winding insulation should invariably be by TPC.

Weighment of HV/LV coils will be done by the joint inspecting teams after removing all the insulating material, perma wood spacers and ending except TPC covering of the copper conductor. A tag will be fixed with following information under seal and signature of joint inspecting team (Companies, firm's representative) for verification.

(i) Allotment order No. & Date.

(ii) Rating, Serial Number and Make of transformer.

(iii) Weight of HV/LV coils to be replaced and returned to concern Area Store.

The repairer will retain scrap with themselves for which their bill will be debited.

The joint inspecting team will ensure that old HV/LV leg coils are cut in at least four pieces and damaged completely in such a way that it cannot be reused in the transformer. Certificate shall be

issued stating that “HV/LV leg coils have been crushed to the extent that there is no possibility of its reuse as HV/LV leg coils” duly signed by the Inspecting officers of the company and representative of the firm. Joint inspection report along with above certificate will be forwarded for issuance of work order.

The estimate shall be prepared in following two parts.

- (i) The part-I shall consist of total cost of repair including cost of new components (require replacement), oil and labour.
- (ii) The part- II shall consist of credit for old HV/LV leg coil, burnt oil, scrap metal parts.

Total estimated cost of repair of transformer under economical limit shall be worked out after giving credit for part-II in the cost mentioned in part-I .If repair cost so worked out exceeds economic repair limit, the firm will be required to return power transformer to concerned Area Store un-repaired. On such unit no charges shall be paid by the company except to and fro transportation charges.

The contractor shall take up the work of repair and testing of individual transformer only after receipt of approval of estimate or confirmatory work order as the case may be, from the O/o Regional ED/CE.

10. APPROVAL OF ESTIMATES: -

The estimate for repairs of individual transformer under rate contract shall be approved by the O/o Regional CE.

11. SUNDRY ITEMS: -

No extra payment shall be made for insulation material to be provided between HT and LT legs and interphere legs etc. Such as pressphan Board and ducts etc. These items and all other small items not covered in the price schedule shall be treated as included in sundry items.

12. SALVAGE: -

All the salvage of damaged parts including leg coils, brass, copper parts requiring replacement shall be retained by the contractor & the total cost / charges including all applicable taxes & duties of such material will be deducted from their bills.

13. PERIOD FOR REPAIRS: -

The time slot for different repair activity shall be as under: -

S. No.	Particulars	Time Period	Action to be taken by
1.	Validity of allotment order	30 days	Firm
2.	Offer of transformer by the firm to Regional ED/CE for joint inspection after lifting of Transformer from Area Store.	7 days	Firm
3.	Joint inspection by the Inspecting Officer deputed by the Regional ED/CE and forwarding report to the Regional ED/CE	10 days	Regional ED/CE & Inspecting Officer
4.	Issue of work order by Regional E.D/C.E. after receipt of joint inspection report	3 days	Regional ED/CE
5.	Offer by firm for stage inspection after Issue of work order to the Regional ED/CE	22 days	Firm

6.	Stage inspection by the Inspecting officer Deputed by the ED/CE firm after receipt of Offer from the firm	7 days	Regional ED/CE & Inspecting Officer
7.	Offer by firm for final inspection after Receipt of stage inspection Clearance to Regional ED/CE	22 days	Firm
8.	Pre-delivery inspection by the Inspecting officer deputed by the Regional ED/CE after receipt of offer from firm & after successful test Result forwarding it to the Regional ED/CE for issue of dispatch Instruction	10 days	Regional ED/CE & Inspecting Officer
9.	After issue of dispatch instruction by Regional ED/CE, delivery of transformer to concerned A/C by Firm	10 days	Firm

14. **PENALTY: -**

14.1 For delay in completion in repairs, within the time slot as mentioned in Clause- 13 above, penalty @ 5% per week subject to maximum of 10% value of repair cost of transformer will be levied.

For the purpose of penalty, contractual delivery shall be counted from the date of allotment of the transformer. Penalty shall be imposed for delay in lifting the failed transformer for repairs, delay in offering transformer for joint inspection, delay in offering transformer for stage inspection, delay in offering transformer for final inspection and delay in dispatching the repaired transformer after issuance of dispatch instruction.

Penalty shall be imposed at the rate mentioned above for delay in every repairing stage as mentioned above. However, Total penalty shall not exceed, 10% of value of repair cost of transformer (including all penalties at different stages as motioned above).

14.3 In case transformer repaired by firm fails within guarantee period and repair of transformer is delayed beyond 3 months. The penalty @ half percent per week subject to maximum of 10% shall be payable on the repair cost of the transformer under repair. In case repair is delayed beyond 6 months, the entire repair cost of the transformer may be recovered from the pending bills of the firm. In case firm repairs transformers after 6 months, cost deducted towards non-repair of WGP transformers after imposing maximum penalty of 10% (as firm has fails to repair transformer within stipulated period) may be released.

14.4 Timely repair of transformer shall be the essence of the contract & in case of delay, the Company may at its option:

(a) Either recover penalty at the rate mentioned above.

OR / AND

(b) Divert whole or part of the contract for repair work to other agency at the risk of repairing agency, in which case all charges/costs involved for diversion of transformer to other agency of repairs shall be recoverable from you.

OR / AND

(c) Cancel the contract.

15. TESTS & TEST CERTIFICATES: -

The firm shall offer repaired transformers before tanking for inter stage inspection to the regional ED/CE. Inter stage inspection before tanking shall be carried-out by one Company's Engineers deputed by Regional ED/CE to check replacement done by the repairer. After issuance of stage inspection report by Regional ED/CE, firm will be required to carry out balance work. Each and every transformer after repairs shall be subjected to all the routine tests specified in the relevant ISS as detailed in clause-12 of the technical specifications appended here to. Besides this, heat run test shall also be carried out on each repaired transformer.

The Company reserves the right of having at contractor's expenses any test of reasonable nature carried out at the contractor's work or site, in addition to the aforesaid tests and those included in the rate contract to satisfy itself that the spare parts supplied and repairs etc. carried out comply with the specifications. The contractor shall be required to rectify the defects found in such tests at their own cost.

The contractor shall send copies of test certificates to the O/o Regional ED/CE for issuance of dispatch instruction.

16. INSPECTION & TESTING: -

The contractor shall give 10 days notice to the Regional ED/CE for every lot of material being ready for dispatch so that inspecting officer may be deputed for inspection and testing.

In addition to the above tests, the board reserves the right of carrying out at sites such tests as may be decided upon. Such additional tests will be carried out at the contractor's expenses.

The contractor shall record the following certificates on the invoice/packing list (Challan) as the case may be:

"Certified that consignment (Lot) of repaired transformer sent through this invoice has been inspected and tested by a representative of the board. The test results were found to be within the valued specified in the relevant ISS/contract as per true copy of approved test results enclosed."

17. MATERIAL: -

All materials used in the construction of the plant forming the contract shall be of the best quality of its kind obtainable and except where modified by this specification, shall comply in all respect with the standard laid down by Indian Standard Institution, Or British Engineering Standard Association wherever the Indian Standard are not yet formulated. Firm may offer plant etc. Manufactured in accordance with other well recognized standards but shall in that case supply a copy of the standard specifications adopted by them and shall mention clearly in what respect such standard specification differ from the corresponding British Standard Specifications or Indian Standard Specifications. The plant and equipment offered by them should comply with one consistent set of standards.

In order to avoid inconsistency in Electrical characteristics of HT bushings, broken/damaged bushings shall be replaced by the bushings of the same class and similar electrical characteristics conforming to ISS as those of sound ones in that transformer as far as possible.

18. EXTRAS: -

The contractor, could be asked in writing by the Board to perform extra work and furnish extra material not covered by the specification and not forming part of the plant offered for completeness as specified in Technical Specifications, such work and materials supplied shall be paid extra at rates and terms so mutually agreed upon

19. **ATMOSPHERIC CONDITIONS: -**

The transformer after satisfactory repairs and testing shall be suitable for operation in tropical climate and will be subjected to full rays of sun and inclement weather and shall be able to withstand a wide range of temperature variation experience in Madhya Pradesh.

19.1 **Climatic Conditions: -**

(i)	Peak ambient temperature in shade	50°
(ii)	Maximum average ambient temperature over a 24 hour period in shade	50°
(iii)	Maximum temperature rise attainable by an object exposed to sun	50°
(iv)	Minimum relative humidity	10%
(v)	Maximum relative humidity	95% (sometime Approaches saturation point)
(vi)	Average number of thunderstorm days per annum	40 days
(vii)	Average number of rainy days per annum	90 days
(viii)	Average annual rainfall	125 cm.
(ix)	Number of months of tropical monsoon conditions	3 months
(x)	Maximum wind presume	100 Kg/Sq.mm.
(xi)	Altitudes not exceeding	1000 meters.

19.2 The repaired transformers shall be exposed to the direct sun and may reach temperatures up to 70°C. These shall be suitable for satisfactory operation under such server climatic conditions. The damaged porcelain bushings requiring replacements shall be replaced by such bushing keeping in view that these should have ample margin of safety as regards flashover in order to eliminate all trouble due to condensation under such varying atmospheric conditions and trouble from dust.

20. **PAINTING: -**

All metallic surfaces exposed to weather and requiring painting shall be given suitable priming coat and two coats of best paint of grey color as detailed in technical specification of tender document.

21. **MARKING: -**

After satisfactory repairs and testing the transformers shall be suitably marked as detailed in technical specifications of tender document.

22. **DESPATCH INTIMATION: -**

22.1 The contractor shall be required to send TELEGRAPHIC INTIMATION TO THE CONSIGNEE OFFICER with the confirmatory copy to the Regional ED/CE when a batch of transformers is ready for dispatch after repairs and testing. The telegraphic intimation will contain regarding quantity and the amount of the bill.

22.2 In addition to above, the contractor shall be required to send a monthly statement of quantity of transformers of various makes, types and capacities received from various consignee officers and delivered back to them after satisfactory repairs and testing so as to each O/o Regional ED/CE by seventh of month.

23. **GUARANTEE: -**

All the transformers repaired by the firm shall be guaranteed for satisfactory performance for 24 months from the date of taking over of the transformer: - Any fault occurred during this

period will be attended to free of cost by the repairer. Cost of to and fro transportation of repaired transformer damaged within guarantee period shall be borne by the contractor.

The transformer failed within the guarantee period and repaired for the second time shall have to be guaranteed for full guarantee period for another 24 months as in case of new repaired unit. This will go on repeating if the transformer fails within the new guarantee period. Further, the failed transformer shall have to be repaired immediately on race or of failure intimation but not more than three months in any case from the date of such intimation.

24. RESPONSIBILTIIY FOR SAFE CUSTODY OF TRANSFORMERS DURING THE REPAIR PERIOD: -

The contractor shall be entirely responsible for safe custody of transformers from the day the damaged transformers are issued by the consignee officers and up to the time of delivery at Area Stores.

25. STATEMENT OF DESPATHCES: -

25.1 The contractor will be required to send the following to the office Regional ED/CE along with a copy to CE (Corporate Office) M.P. PKVV Co. Ltd., Indore.

- (A) A copy of invoice pertaining to each batch/lot of transformers repaired by them immediately after delivery of the same of the concerned indenting/demanding officers.
- (B) A statement of transformers repaired and delivered in the proceeding month should be submitted on the following performs so as reach him by seventh of the following month.

S. No.	Name of Circle	Name of Stores	Quantity allotted In nos. (from the Beginning)	No. of T/ F received till end of month under report (Since beginning)	No. of T/F for which joint inspection was carried out upto end of month Under report and estimate have also been approved (Since beginning)
1.	2.	3.	4.	5.	6.

No. of T/R For which Joint inspection Done but Approved Estimate Not received	No. of T/F found un-economical after joint inspection (Since beg inning)	No. of T/F repaired up to end of month under report (Since Beginning)	No. of repaired T/F for which inspection & testing is Pending to be done
7.	8.	9.	10.

No. of T/F delivered after satisfactory Repairs and testing up to end of month Under report (Col.5 &6)	No. of uneconomical T/F taken back by consignee (Since beginning)
11.	12.

(c) A statement showing the details of transformers repaired against the contract up to the end of proceeding months.

S. No.	Name of circle	Year	Quantity ordered	Repaired & dispatched	Balance to be repaired	Remarks
1.	2.	3.	4.	5.	6.	7.

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26. **RESPONSIBITLIY OF CONTRACTOR: -**

26.1 The contractor shall be entirely responsible for the execution of this rate contract in Accordance with the terms of special conditions, general conditions, technical specifications and schedule etc.

26.2 The contractor will have to make good, free of cost any changes in order to make the apparatus to conform to the specification and technical details as ordered without additional cost to the company.

26.3 Approval of Contractor's drawing or of test certificates or of material or of other parts of the works involved in the contract or of tests carried out either by him or by the representatives of this board shall not be held to relieve him of any part of his obligations of meeting all the requirements of these specification or of the responsibility for the correctness or the contractor's drawings.

27. **INTERCHANGEABILITY: -**

All parts shall be made accurately to standard gauge as far as possible so as to facilitate replacement and repair. All corresponding parts of similar make, type and capacity of transformers including the spare parts shall be interchangeable.

28. **NUMBER OF QUANTITY TO BE CONTRACTED FOR: -**

Subject to as herein after mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the contract but the company undertakes to order the contractor all works/stores as detailed in the schedule of stores which he is required to get executed/purchased except that he reserves the right (i) of submitting to competition any supply of articles included in the contact which exceeds such amount as the Company (whose decision shall be final) may determine upto consideration of the tenders. (ii) of placing this contract simultaneously or at any time during the period with one or more contractors as he may think fit and (iii) of obtaining/getting executed from any source any stores/works referred to in the contact to meet an emergency if the company (whose decision shall be final) is satisfied that contract is not in a position to supply/execute specific quantities or number/works within the period in which works/supplies are required to be completed.

29. **PARTIES TO THE CONTRACTOR: -**

29.1 The MPPKVVCL, Indore and its demanding officers as aforesaid shall be deemed to be the parties to the contract.

29.2 All disputes pertaining to the supplies/works under the rate contract shall be referred to the regional ED/CE.

29.3 All orders placed shall be honored by the contractor event thought the work against such orders are affected beyond the date of expiry of rate contract.

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

**TECHNICAL SPECIFICATION FOR REPAIR & TESTING
OF 33/11 KV POWER TRANSFORMERS**

1. **SCOPE**

This specification covers assessment and estimation for repairs involved. Complete repairs, testing and safe delivery of 33/11KV Power transformers of various makes, types and capacities lying damaged in various divisions of the Company on rate contract basis.

2. **REPAIR WORK**

The repair work shall involve opening of transformer cover, de-tanking core and coil assembly cleaning, washing of dust and dirt from all parts including core. Tanks and cooling tubes or radiators etc. retaking after assembly of all parts after marking and painting etc. and making the transformer ready for tests and testing for all the routine tests as per ISS 2026 / latest issue and amendment thereof is applicable.

3. **REPLACEMENT OF PARTS**

This will involve removal of damaged parts requiring replacement supply of parts such as HV/LV leg coils, bushings, gaskets, breather, oil level gauge. Oil drain and filter valve, Covering bolts, plugs, cups, screws, transformer oil, insulating material etc. fitting, fixing and making connections complete in all respects.

4. **WINDINGS**

4.1 The winding requiring replacement shall be replaced by winding identical to the original one and that all coil assemblies of identical voltage ratings shall be interchangeable so that field repairs of the windings can be made readily without special equipment. The coils shall be supported between adjacent sections by insulations spaces and the barriers and other insulations, used in the assembly of the winding shall be arranged to ensure free circulation of the oil and reduce hot spots in the windings.

4.2 The insulation of the coils shall be treated with suitable insulating various or equivalent compound to develop the full electrical strength of the windings. All material used in the insulation and assembly of the windings shall be insoluble, non- catalytic and chemically inactive in the hot transformer oil and shall not soften or otherwise be adversely affected under the operating conditions.

4.3 The window shall be compact and symmetrical about the centre line of the core and shall be forced on suitable synthetic resin bonded paper sheets type-I conforming to the requirement of BSS: 1337/1945 or any amendment thereof and the size of sheets shall be identical to those used in the original transformer.

4.4 (i) Wherever tap changing switch requires replacement it shall provide on HV winding having tapping at per original design of the transformer.

(ii) If tap changing switch does not require replacements, tapping shall be provided as per original design of the transformer.

4.5 The conductor interlayer insulation shall be insulation kraft paper of uniform density, free of pin holes and free from any conducting foreign particles conforming to relevant BSS or ISS and shall be of such size and material as provided in the original transformer. The leg coils shall be provided with oil ducts wherever required.

- 4.6 The number of coils per limb, the resistance, No. of turns and dimensions of complete leg coils shall be exactly the same as that of the leg coils of the original transformer, so that electrical/mechanical characteristics of the repaired transformer shall remain same as that of original transformer.
- 4.7 All threaded connections shall be provided with suitable locking devices. All leads from the winding to the terminals and bushings shall be rigidly support to prevent damage due to vibration. It would be preferable to use sleeves wherever practicable.
- 4.8 The windings shall be clamed securely in place so that they will not be displaced or deformed during short circuits. The assembled core and windings shall be dried, suitably impregnated to develop full electrical strength to the windings. The copper conductors used in the coil structure shall be best quality suitable to the requirement and all permanent current carrying joints in the windings and leads shall be welded or rigidly clamped.

5. **TAP CHANGING SWITCH**

In case tap changing switch requires replacement, it shall be provided on H.V. windings with full capacity tap of OFF circuit pattern having tapping as per original design. These taps shall be controlled by hand-operated OFF circuit mechanism having suitable locking arrangement. Previsions for indications of the position shall be suitably made. Necessary arrangement should also be provided for locking the tap operating mechanism when not in operation on any particular tap.

6. **CORE LAMINATIONS**

After clearing dust and dirt from the laminations, the core shall be rigidly clamped and bolted to ensure adequate mechanical strength and to prevent vibration during operation. The bolts used in the assembly of the core shall be suitably insulated and clamping structure shall be so constructed that eddy currents will be minimum.

The core and coil shall so fitted in the tank that shifting will not occur when the transformer is moved or during the short circuit.

In case some pieces of core is missing it should be clearly pointed out in the joint inspection records for making provision in work order.

If the transformer with damaged damage/rusted core is received, the same shall not be repaired and shall be a returned to concerned Area Store un-repaired. Unit will be declared uneconomical for repair. On such unit only to and fro transportation charges shall be paid by the Board.

7. **FREQUENCY**

The repaired transformers shall be suitable for continuous operation with frequency variations of $\pm 3\%$ from normal frequency of 50 C/S without exceeding permissible temperature rise.

8. **PARALLEL OPERATION**

The repaired transformers of the same make, capacity, tap, voltage ratio and vector group shall operate satisfactory in parallel among themselves.

9. **NO LOAD VOLTAGE**

The no load voltage ratio of the repaired transformers shall be 33/11KV subject to tolerance as per ISS.

10. **HIGHEST SYSTEM VOLTAGE**

The highest system voltage shall be as high as 110% of the normal system voltage. The repaired transformers shall be suitable for continuous operation with this voltage on the HV side.

11. TRANSFORMER OIL

The transformers shall be filled with fresh oil as used for the first filling. The oil shall confirm to ISS-335/1983 and any amendment thereof except in so far as value indicated in Board's specification for EHV-II oil enclosed.

12. TESTS

All the repaired transformers shall be subjected to all the following routine tests as per IS: 2026/1977 and amendment thereof if same is applicable: -

- i) Measurement of winding resistance
- ii) Impedance voltage
- iii) Ratio, polarity & phase relationship
- iv) Load losses
- v) No load losses & no load current
- vi) Insulation resistance
- vii) Induced over voltage withstand
- viii) Separate source voltage withstand
- ix) Dielectric strength test on transformer oil.
- x) Measurement of magnetic current on transformer oil.

Apart from above, "Heat Run Test" shall also be conducted on each repaired transformer.

13. LOSSES

The total losses i.e. the no load and load losses clubbed together at rated voltage and average winding temperature of 75°C should not exceed 10% of the total losses of the original guaranteed value i.e. the design parameters of the transformer.

After repair, if the total losses exceed the tolerance specified, an opportunity shall be given to re-do the job in achieving the parameters failing which the transformer shall be rejected and in such as eventuality no charge shall be payable to the firm.

The voltage ratio shall be subject to a tolerance of $\pm 0.5\%$.

14. TEMPERATURE RISE

In all the repaired transformers, the temperature rise test will be conducted.

Maximum temperature rise when tested at its maximum rating shall not exceed following limit at reference air temperature of 50°C .

- | | | | |
|-----|---------------------|---|------|
| i) | Oil temperature | - | 50°C |
| ii) | Winding temperature | - | 55°C |

15. PAINTING

All metallic surfaces exposed to weather and requiring paint shall be given suitable priming coat and two coats of best paints of grey colour of shade 632 as per IS 5.

The inside of transformer tank and conservator shall be given suitable priming coat and two coats of best paint of Zinc Chromate or any other approved paint which may not cause any deterioration in the properties of the insulating transformer oil by chemical reaction etc.

16. INSPECTION

- 16.1 All the tests and inspection shall be made at the works of the manufactures. Each and every transformer shall be tested for all the routine tests after repairs in the presence of the representative of the company apart from stage inspection at the time of coil-coil assembly. All reasonable facilities shall be given by the manufacturers to the inspecting officer to facilitate inspection and testing.
- 16.2 The company has the right to have the test carried out at his own cost by an independent agency whenever there is any dispute regarding quality of repair and testing etc. In the event of failure of transformer in such tests, the expenses incurred in testing shall be to the supplier's account.

17. MARKING

After satisfactory repairs and testing, the contractor shall have to clearly print in white paint following details on the both width side of body of the repaired transformers for the purpose of identification in addition to 2" wide yellow strip around the tank at the mid height to distribute it from normal new supplies.

1. Repaired by M/s
2. Rate contact/order No.....
3. Date Of Area Stores.
4. Specification No.....
5. Inspected & tested on.....

In addition no above provision at 17.1, the name of transformer repairers, month, year of repairing and specification No. of repair contact shall be punched on an Aluminum plate of suitable length but not less than 4" and its width may be kept same as that of original transformers name plate. The plate shall be fixed firmly be rivets (not by screws) on the body of repaired transformer just below the original manufacture's name plate or at any other suitable place if the same is not possible. The punched letters will be painted with good quality black paint for clear visibility. The details to be punched on the plate will be as per specimen given below:

PARTICULARS OF REPAIRS

NAME OF REPAIRER	DATE OF REPAIR	SPECIFICATION NO. OF REPAIR CONTRACT
1.	2.	3.

Cost of above is deemed to be included in sundry items and no extra payment shall be made.

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

ANNEXURE – I

PRICE VARIATION FORMULA

1. For HV/LV leg coil

$$P = \frac{P_o}{100} \left(15 + 85 \frac{PE}{PE_o} \right)$$

Wherein:

P= Price payable

P_o= Base price of HV/LV leg coil as per rate contract award.

PE_o= HCL sale price of electrolytic copper wire bars as published by IEEMA for manufacture of insulated cable as of first working day one month prior to the date of opening of tender.

PE= HCL sale price of electrolytic copper wire bars as published by IEEMA for manufacturing of insulated cables, prevailing on the first day of the preceeding month of offer of transformer for inspection or scheduled delivery period whichever is advantageous to the Board.

2. LABOUR RATES

LR= LR_o (LRE/LREO)

Wherein :

LR= labour rate payable

LR_o= base labour rate as per rate contract award.

LRE_o= All India Average Consumer price index number for Industrial workers as published by IEEMA for manufacture of or transformer prevailing as on first working day of four month prior to the date of opening of tender.

LRE= All India Average Consumer Price index number of Industrial worker as published by IEEMA for manufacture of transformer prevailing for the month which is four month prior to the offer for inspection or scheduled delivery period whichever is advantageous to the Board (e.g if repaired transformer is offered in month of July 2000 within the scheduled delivery period the above index of March 2000 shall be applicable).

3. TRANSFORMER OIL

T= T_o (TE/TEC)

Wherein:

T= price payable

T_o= Ex works price of transformer oil as per rate contract award.

TE= Price of transformer oil as published by IEEMA for manufacture of transformer vide circular reference No IEEMA (PVC)/TFR(R-1) prevailing as on first day of preceding month of offer of transformer for inspection or the scheduled delivery period which- ever is advantageous to MPPKVCL Indore.

TEC= Price of transformer oil as published by IEEMA for manufacture of transformer vide circular reference No IEEMA (PVC)/TFR(R-1) prevailing as on first working day of preceding month of date opening of tender.

(4) **Price variation formula**

For scrap HV/LV leg coil

$$P = P_o \frac{PE}{PE_o}$$

Where in:-

P= Price payable

P_o= Base price of scrap HV/LV leg coil as quoted by bidder

PE_o= Sale price of copper cable scrap on the basis of rate published in Economic Times on Wednesday of the week in which joint inspection has been carried out.

PE= Sale price of copper cable scrap on the basis of rate published in Economic Times on Wednesday of the week in which tender is opened.

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

ANNEXURE-II
GUARANTEED TECHNICAL PARTICULARS FOR
EHV GR. – II TRANSFORMER OIL

Insulating oil for Transformers & Switchgears shall be as per ISS – 335 (Fourth revision) incorporating upto date amendment and additional Characteristics as incorporated below. It will be pure hydrocarbon mineral oil, clean and sufficiently free from moisture and of other foreign matter likely to impair its properties.

The test results for the characteristics of the oil when tested in accordance with ISS:335–1993 (Fourth revision) incorporating upto date amendment and additional characteristic required by us shall be as hereunder :-

S.No.	Schedule of Characteristics (Clause 5.1 & 9.1 of ISS)	Characteristics of transformer oil	Reference to Test methods as per ISS – 335 – 1993(Fourth revision) read with latest amendment
1.	Appearance	Oil shall be clear and transparent & free from suspended matter or sediments	A representative sample of oil shall be examined in 100 mm thick layer at 27 ⁰ C
2.	Density at 29.5 ⁰ C	0.89 9/ cm ³	IS : 1448-1977
3.	Kinematic Viscosity (Max.) at 27 ⁰ C	27 C St.	IS : 1448-1976
4.	Interfacial tension at 27 ⁰ C (Max.)	0.04 N/M	IS : 6104-1971
5.	Pour point (Max.)	(-) 6 ⁰ C	IS : 1448-1970
6.	Water Content (Max.)	50 ppm (as recd.)	IS : 13567-1992
7.	Flash point pensky marten (Closed) (Min.)	140 ⁰ C	IS : 1448-1970
8.	Neutralisation value		
	a) Total acidity (Max.)	0.03 mg KOH/gm	IS : 1448-1967
	b) Inorganic acidity/ alkalinity	Nil	IS : 1448-1967
9.	Corrosive sulphur	Non-corrosive	Appendix-B
10.	Electric strength (Break down voltage)		
	a) New unfiltered oil (Min.)	30 KV (rms)	IS : 6972-1972
	b) New oil after filtration	60 Kv (rms)	IS : 15-333-1983
11.	Dielectric dissipation factor (tan delta) at 90 ⁰ C (Max.)	0.002	IS : 6262-1971
12.	Specific resistance(Resistivity)		
	a) at 90 ⁰ C min.	35x10 ¹² Ohm-cm.	IS : 6103-1971
	b) at 27 ⁰ C Min.	1500x10 ¹² Ohm-cm.	
13.	Oxidation stability		

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S.No.	Schedule of Characteristics (Clause 5.1 & 9.1 of ISS)	Characteristics of transformer oil	Reference to Test methods as per ISS – 335 – 1993(Fourth revision) read with latest amendment
	a) Neutralization value after oxidation (Max.)	0.40 mg KOH/gm.	Appendix-C of IS-335-1993
	b) Total sludge after oxidation (Max.)	0.10% by weight	
14.	S.K. Value	Under consideration	Annexure-C of IS : 12177- 1987(Method-A)
15.	AGEING CHARACTERISTICS: - Ageing characteristics after accelerated ageing (Open breaker method with copper catalyst): -		
a)	Specific resistance (Resistivity): -		
	(i) at 27 ⁰ C(Min.)	2.5x10 ¹² Ohm-cm	IS : 6103-1971
	(ii) at 90 ⁰ C(Min.)	0.2x10 ¹² Ohm-cm	IS : 6103-1971
b)	Dielectric dissipation factor (Ten Delta) at 90 ⁰ C (Max.)	0.20 Max.	IS : 6262-1971
c)	Total acidity in (Max.)	0.05mg/KOH/gm(Max.)	IS : 1448-1967
d)	Total sludge value(Max.)	0.05% by weight	Annexure-A of IS : 13631:1992
16.	Characteristics of oil in the transformer: -		
(i)	The important characteristics of the transformer oil after it is filled in the transformer (within 3 months of filling) shall be as follows: -		
S. No.	Characteristics	Specification	
1.	Dielectric strength (breakdown voltage)	40 KV (Min.)	
2.	Electric dissipation factor Jan. Delta at 90 ⁰ C	0.01 (Max.)	
3.	Specific resistance (Resistivity) at 27 ⁰ C	10x10 ¹² Ohm-cm	
4.	Flash point, P.M. (closed) (Min.)	140 ⁰ C (Min)	
5.	Interfacial tension at 27 ⁰ C (min.)	0.03 N/m (Min)	
6.	Neutralisation value (total acidity) (Max.)	0.05 mg KOH/g (Max)	
7.	Water Content PPM (Max.)	35 (Max)	

Sd/-
Chief Engineer (Corporate Office)
O/o CMD (WZ), MPPKVCL,
Indore

SCHEDULE-1 (A)
SCHEDULE OF PRICE FOR REPAIRS OF POWER TRANSFORMER

Sr. No.	Item	FIRM / Variable	Unit (in nos.)	Unit rate for transformers of any make type		Excise duty whether ED is applicable Yes/No. If yes mention rate & amount	Sales Tax, whether CST/VAT is applicable Yes/ No, if yes mention rate & amount	Any other taxes / duties payable with its Rate & amount
				3.15 MVA	5 MVA			
1	2	3	4	5	6	7	8	9
I	LABOUR CHARGES Unloading and opening of X-mer over, de-tanking core and coil assembly, assessment and estimation for repair and replacement of damaged parts, cleaning washing of dust and dirt etc, from all parts including core, tank, cooling tubes, radiators. Painting inside & outside of transformer with suitable primer & two coats of gray paint, removal of damaged / defective parts requiring replacement, fitting, fixing of new parts making connections and assembly complete in all respects, re-tanking after repairs, filling fresh transformer oil duly filtered making X-mer ready for test and testing for all the routine tests as in case of new transformer as per IS: 2026/1977 with latest amendments and after satisfactory repair and testing, loading of transformer at firm's works etc.	Variable	Per /Tr					
II.	Supply of following new spare parts for replacement of DAMAGED / DEFECTIVE PARTS							
1	HV leg coil complete with TPC insulation, varnishing by vacuum impregnation and baking of coil assembly etc.	Variable	Per Kg.					
2	LV leg coil complete with TPC insulation, varnishing by vacuum impregnation and baking of coil assembly etc.	Variable	Per Kg					
3	HV bushing (33 KV) as per relevant ISS	FIRM	Each					
4	LV bushing (11 KV) as per relevant ISS	FIRM	Each					

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Repairs and Testing of 33 / 11 KV Power Transformers

Sr. No.	Item	FIRM / Variable	Unit (in nos.)	Unit rate for transformers of any make type		Excise duty whether ED is applicable Yes/No. If yes mention rate & amount	Sales Tax, whether CST/VAT is applicable Yes/ No, if yes mention rate & amount	Any other taxes / duties payable with its Rate & amount
				3.15 MVA	5 MVA			
1	2	3	4	5	6	7	8	9
5	Metal parts for HV bushing	FIRM	Each					
6	Metal parts for LV bushing	FIRM	Each					
7	Set of gaskets (rubberized cork)	FIRM	Per Tr.					
8	Silica-gel breather with 1 Kg min, silica-gel for 1.6 MVA X-mer and 3 Kg. min silica-gel content for above 1.6 MVA X-mer (in Aluminium die cast container)	FIRM	Each					
9	Magnetic type oil level gauge complete with toughened glass and low level alarm contract.	FIRM	Each					
10	Tapping switch 33 KV	FIRM	Each					
11	Tapping switch handle	FIRM	Each					
12	Oil drain / filter valve incorporating sampling device (with narrow orifice) And suitable arrangement for locking.	FIRM	Each					
13	Radiator valves	FIRM	Each					
14	Air release plug	FIRM	Each					
15	LT terminal plate complete with terminal	FIRM	Each					
16	Fresh EHV Gr- II transformer oil as per specification enclosed	Variable	Per Ltr					
17	Sundry items viz, cover bolts, plug, cap screws, washer, insulating material, minor repair of tank, radiator, welding if required etc.	FIRM	Per TR					
18	Dial type thermometer of minimum 150 mm diameter with max, temperature indicator complete with resetting device and alarm contactor.	FIRM	Each					

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Repairs and Testing of 33 / 11 KV Power Transformers

Sr. No.	Item	FIRM / Variable	Unit (in nos.)	Unit rate for transformers of any make type		Excise duty whether ED is applicable Yes/No. If yes mention rate & amount	Sales Tax, whether CST/VAT is applicable Yes/ No, if yes mention rate & amount	Any other taxes / duties payable with its Rate & amount
				3.15 MVA	5 MVA			
1	2	3	4	5	6	7	8	9
19	Double float buchhoz relay complete with alarm and trip contracts.	FIRM	Each					
20	Primer Paint as per specification	FIRM	Per Ltr					
21	Grey paint as per specification	FIRM	Per Ltr					
22	Cooling tubes /fins	FIRM	Per Kg					
23	Conservator tank with detachable end plate	FIRM	Per Kg					
24	Cost of lamination	FIRM	Per Kg					
III.	Cost of damaged unusable metal parts of the terminal bushing							
(i)	Brass	FIRM	Per Kg					
(ii)	Copper	FIRM	Per Kg					
IV.	Cost of burnt damaged leg coil							
(i)	HV leg coil	Variable	Per Kg					
(ii)	LV leg coil	Variable	Per Kg					
V	Cost unusable old transformer oil	FIRM	Per Ltr					

Note: -Tenderer should quote the rates as per units shown in col. No (4) of the above price schedule.

Signature of tenderer

Full name of tender

Designation

Date

Seal of the company

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers

SCHEDULE – I (B)
Schedule of price for transportation of power transformers

S. No.	Particulars	Unit rate for transportation of	
		3.15MVA	5 MVA
1.	Transportation charges of transformer to & fro from Area Store to Firm's works & back to A/s including, unloading / loading at firm's works also transportation of transformer oil, X-mer's fitting and accessories and return of scrap material to A/s. (including leg coils) on lump sum basis :		
i	0 to 50 Kms (In Rs. On lump sum basis)		
ii	For additional distance above 50 Kms. (In Rs. On per Km Basis)		

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

SCHEDULE-II
SCHEDULE OF FITTINGS

1.	Rating and terminal marking plate	
i.	Purchase order number and date to be indicated on rating plate	
ii.	Sr.No. of transformer to be indicated in rating plate	
iii.	Mention copper winding to be made on the rating plate	
2.	H.V. Bushings oil filled bushings	Non oil Communicating type with 2mm aperture in the base diaphragm top air release where applicable
3.	L.V. Bushings Stud in porcelain bushing 11KV bushings shall be provided with arcing horns	
4.	Earthing terminals	2 Nos.
5.	Tank Lifting lugs	2 Nos.
6.	Packing pads	2 Nos.
7.	Silica gel dehydrating breather (with one Kg. Minimum gel for 1.6 MVA rating transformer and 3kg. min. gel for above 1.6 MVA rating transformer (contain in aluminum dia cast container)	
8.	Conservator with oil filling cap drain valve with plug & magnetic oil level gauge with alarm contacts. The oil level gauge shall have three positions of oil marked as follows: a) Minimum (-5 ⁰ C) b) (30 ⁰ C) c) Maximum (98 ⁰ C)	
9.	Pressure relief device through explosion vent diaphragm	
10.	Gas and oil actuated relay with 2 contents	
11.	Thermometer (dial type) with one contact for alarm Pocket for sensor of thermometer (dial type) with one contact for alarm complete with provision for its mounting	
12.	Filter valves top and bottom (lower valve to be used as drain valve which should be able to drain oil completely)	
13.	Air release device	
14.	Axles and wheels: The transformers of 5000 KVA rating shall be provided with flanged wheels suitable for use on a 1435 mm gauge track. These wheels shall be suitable for being turned through an angle of 90 ⁰ C and locked in that position when the tank is jacked up 3.15MVA transformers shall be provided with bi-directional flat molder having center distance of 1000mm	
15.	Thermometer pocket	

16.	Detachable radiators with top and bottom shut off valves and air release plug on each radiator top	
17.	a) Winding temperature indicator with one set of contacts with transformers for alarm and trip b) Oil temperature indicator with one contact for alarm	These shall be housed in W.P. Metal Box with flexible Leads and require Electrical Connection
18.	Inspection cover	
19.	W.P. Terminal box alarm and trip contacts with requisite connector	
20.	Off-circuit tap changing switch with indicator, handle and locking device with taps ranging from (+) 3% (-) 9% in steps of 3% on HV side for HV variation. Direction for rotation marked limit stopper of extreme position	

Signature of Bidder with Seal of Firm :

**Place-
Date-**

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

SCHEDULE-III
PART-A
SCHEDULE OF COMMERCIAL DEVIATIONS
(TO BE KEPT IN THE ENVELOPE PART-II COMMERCIAL TECHNICAL BID)

To
 The Chief Engineer (Corporate Office)
 M. P. P. K. V. V, Co. Ltd.
 Indore

Sub : - Commercial Deviation .

Dear Sir,

The Commercial Deviations & variations to the specifications stipulate in the tender, for the item Quoted are as under : -

Sr. No.	Condition	Clause No. of Tender document.	Page No. of Tenderer Document	Statement 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 considerations while finalizing the tender.

PLACE : SIGNATURE OF THE TENDERER

DATE : FULL NAME OF TENDERER

COMPANY SEAL

Note : -

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

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SCHEDULE-III
PART-B
SCHEDULE OF TECHNICAL DEVIATIONS
(TO BE KEPT IN THE ENVELOPE PART-II COMMERCIAL/TECHNICAL BID)

To

The Chief Engineer (Corporate Office)
M. P. P. K. V. V, Co. Ltd.
Indore

Sub : - Technical Deviation .

Dear Sir,

The Technical Deviations & variations to the specifications stipulate in the tender, for the item Quoted are as under: -

Sr. No.	Condition	Clause No. of Tender document.	Page No. of Tenderer Document	Statement 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 considerations while finalizing the tender.

PLACE :

SIGNATURE OF THE TENDERER

DATE :

FULL NAME OF TENDERER

COMPANY SEAL

Note : -

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

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SCHEDULE – IV
PAST EXPERIENCE OF THE FIRM

(A) For M.P. State Units, who have repaired 33/11KV power transformers against the earlier tenders of MPSEB/MPPKVVCL, Indore

S. No.	Year	Tender No. Under which X-mer repaired	X- mer Repaired & returned during the year			
			1.6 MVA	3.15 MVA	5 MVA	Above 5 MVA
1.	2004-2005					
2.	2005-2006					
3.	2006-2007					
4.	2007-2008					
5.	2008-2009					
6	2009-2010					
7	2010-2011					

(B) For M.P. State new Units, who have not repaired 33/11KV power Transformer against the earlier tenders of MPSEB/ MPPKVVCL, Indore

S. No.	Year	Tender No. Under which new X-mer supplied to MPSEB/MPPKVVCL	Year wise details of supply of new 11/04KV Transformer to MPSEB/ Company	
			Rating	Quantity
1.	2004-2005			
2.	2005-2006			
3.	2006-2007			
4.	2007-2008			
5.	2008-2009			
6	2009-2010			
7	2010-2011			

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(C) For Out of state firms, who have supplied/repaired 33/11KV Power Transformer of other SEBs/Power Utility.

S .No.	Year	Name of order Placing SEB/Power Utility/Company	Details of 33/11 KV Transformer manufactured / repaired during the last 5 years.	
			Rating (1.6 MVA & manufactured)	Rating 1.6 MVA & above repaired.
1.	2004-2005			
2.	2005-2006			
3.	2006-2007			
4.	2007-2008			
5.	2008-2009			
6	2009-2010			
7	2010-2011			

Remark :: -

Tenderers are advised to furnish documentary evidence of their claims indicated above.

SIGNATURE OF TENDERER

FULL NAME OF TENDERER

DESIGNATION

SEAL OF COMPANY

SCHEDULE-V
SCHEDULE OF QUESTIONNAIRE
PART “A”: GENERAL INFORMATION
 (TO BE KEPT IN THE ENVELOPE PART-II,
 (COMMERCIAL/TECHICAL BID))”

(i) Strike off, whichever is not applicable.

1.(a)	Name of the company	
(b)	Name of owners of the company & their Address & Phone No.	
2	Whether the company is a small scale unit /Medium scale /Large scale unit	
a)	Registration No. with District Industries centre/NSIC	
b)	Whether documentary evidence regarding registration enclosed.	
c)	Period of registration	
d)	Items of registration	
3.	Address with phone Nos.	
a	Registered office	
b	Factory	
4.	Indicate fax no. at which official correspondence could be made	
5	Name &Phone no. of the person to be contacted for official purpose.	
6	Confirm whether tenderer is a manufacturer/repairer of Transformer	
7 a)	Whether the bidder is old repairer/participant with MPSEB	
b)	If yes, whether documentary evidence is enclosed.	
8.	Maximum per annum production capacity in nos	
(a)	Name of agency which has assessed the capacity	
(b)	Letter no. & dt, of the above agency for (a) above.	
(c)	Whether a copy of (b) above provided with the offer.	
(d)	Maximum annual production capacity achieved so far. Indicate year also	

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9	Indicate capacity wise nos. for which orders are already available with you as on the date of submission of this bid.	
10	Indicate the capacity wise nos. which you anticipate that additional orders from other SEBs/Govt. undertaking shall be available to you in the next 6 months from the date of submitting this bid.	
11	Whether you have repaired Power Transformer / DTRS in any one FY in last 3 FYs	
12	Please mention nos of FWGP POWER TRANS. / DTRS pending for repairs for more than 6 months period with you as on 31.03.11.	
13	Please mention nos of FBGP POWER TRANS. / DTRS pending for repairs for more than 6 months period with you as on 31.03.11.	
14	Any other information that bidder may, like to give in order to high light his offer.	

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE - IV**PART “B”: COMMERCIAL INFORMATION**

(TO BE KEPT IN THE ENVELOPE PART-II,
(COMMERCIAL/TECHICAL BID)”

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

1.	i	Earnest Money details	Bank draft/ Bankers cheque in favour of Sr. Account Officer, MPPKVCL, Indore
	ii	(a) Amount of EMD	Rs.
		(b) Particulars/details	
	iii	If exempted, state whether the bidder is	SSI Unit of M.P./ Small Scale unit registered with NSIC/ Fully owned State/ Central Govt. Unit. valid up to-----
	iv	Whether reference of documentary evidence regarding exemption enclosed.	Yes/ No
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 dispatch	By Rail/By Road
4		PERIOD FOR REPAIRS	
	a	Confirm whether clause no. 13 of General Terms & Conditions of the tender is acceptable	Yes/ No
5		PENALTY CLAUSE	
		Whether agreeable to Discom-WZ's penalty clause (clause no. 14 of General Terms & Conditions of the tender.)	Yes/ No
6		GUARANTEE PERIOD	
		Whether agreeable to Discom-WZ's performance guarantee. (clause no. 23 of General Terms & Conditions of the tender.)	Yes/ No
7		SECURITY DEPOSIT	
	a	Whether agreeable to furnish Discom - WZ's Security deposit (clause no.2 of General Terms & Conditions of the tender)	Yes/No
	b	If not, indicate deviation, specifically	

8	a	Excise duty (Please indicate clearly. (a) Whether exempted (b) Exemption limit, if exempted upto a particular value. (c) In case exempted, whether it will be charged from Discom-WZ if applicable in future (d) If not exempted, indicate rate of excise duty.	(Yes/No)
	b	VAT/Central Sales Tax (a) CST Registration Number (b) VAT Registration Number (c) If you are not registered dealer under the sales tax act, do you agree for deduction of 4% towards purchase tax from your bill. (d) Rate of sales against issue of declaration form. Please enclose latest sales tax clearance certificate.	
	c	Indicate rate of service tax on labour component.	
	d	Any other tax/duty if applicable	
9		Whether quoted rates are as per PV formula indicated in the tender (in case of items of variable prices)	Yes/ No
10		Please confirm that the transformers repaired by you shall confirm exactly to our technical specifications.	Yes/ No
11		PAST SUPPLY DETAILS	
		Whether details of power transformers having capacity more than 1.6 MVA manufactured and supplied / repaired during last 5 years have been submitted	(Yes/No)
12.		PERIOD OF RATE CONTRACT	
		Confirm acceptance of clause no.1 of General Terms & Conditions of the tender	Yes/ No
13		Have you noted that you have quoted prices in the desired format	Yes/ No
14		Whether photocopy of the following have been enclosed.	
	i	Clearance from Sales Tax Deptt.	Yes/ No
	ii	Income Tax Return	Yes/ No
	iii	Profit and loss accounts and Turn over for last 3 years duly certified by the Chartered Accountant up to the last financial year.	Yes/ No
	iv	Partnership deed	Yes/ No
15		Please indicate names of Directors, their names, addresses, telephone nos, & mobile nos	

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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Repairs and Testing of 33 / 11 KV Power Transformers

ANNEXURE-III

GENERAL INSTRUCTIONS TO BIDDERS

1. GENERAL

Chief Engineer (Corporate Office) on behalf of "The Madhya Pradesh Pashchim Kshetra Vidyut Vitaran Co. Ltd." herein-after referred to as "Discom-WZ", will receive sealed tenders/bids for supply of materials/equipments in accordance with the attached specifications for supply to Area Stores at **Indore, Barwaha, Ujjain, and Ratlam** only in Madhya Pradesh.

2. BASIC QUALIFICATION OF BIDDERS

- (A) This bidding is open for Manufacturers/Repairer of Transformers (wherever applicable) only who provide satisfactory evidence: -
- (e) That they are qualified Manufacturer/ Repairer of Transformers (wherever applicable) who regularly manufacture the materials/equipments of the type specified and has adequate technical knowledge and practical experience.
 - (f) That 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).
 - (g) That, they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments
 - (h) That, they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified.
- (B) This bid is invited for repairs of 33/11 KV beyond guarantee period defective power transformers of various ratings from the Bidders who are fulfilling any of the following eligibility criteria:
- (a) State SSI Units who have supplied/repared 33/11 KV Power Transformers against earlier tenders of MPSEB/other SEBs/Power Utilities/Discom of M.P.
 - (b) State SSI Units who are having minimum 3 years experience of manufacturing new 11/4KV distribution transformers and must have supplied minimum 300 Nos. new distribution transformers to MPSEB or other SEBs or any Power Utility/Discom of M.P. in the past. Such units must have got adequate facility to manufacture/repair and testing of 33/11 KV Power Transformers up to rating for which they are participating.
 - (c) Out state firms preferably near M.P. state border, who have supplied new 33/11 transformer or have repaired 33/11 KV Power transformer against orders of any state Electricity Board/Power utility/Discom of M.P.

Documentary proof for the above has to be invariably attached failing which the offer shall be summarily rejected.

3 EARNEST MONEY-

This will be as per clause –11 of Important Instruction to the bidders.

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No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Discom-WZ.

(i) **RETURN OF EARNEST MONEY TO BIDDERS**

- a) EMD shall be returned to the un-successful bidders, as soon as possible, after the tender is decided. No interest shall be paid on EMD amounts.
- b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit. No, interest shall be paid on EMD amount.

4. TAXES AND DUTIES

- a) All taxes and duties should be included in the prices quoted. Any kind of taxes and duties shall not be paid extra. However, the break up of taxes & duties must be indicated separately in the Schedule-IV, Part-B Commercial Information.
- b) M.P. Pashchim Kshetra Vidyut Vitaran Company Ltd., Indore is a Registered Dealer and TIN Number is 23380203311. Therefore necessary declaration form, wherever applicable, shall be issued after receipt of material at destination, by the M.P. Pashchim Kshetra Vidyut Vitaran Company Ltd., Indore. Any other applicable declaration form for concessional rate of Sales tax/Commercial tax as may be in force shall be given only after the legal position is verified at our end.
- c) Excise duty and Sales Tax/Commercial Tax are payable for the contractual delivery period only at the prevailing rates wherever applicable. No upward variation shall be payable beyond the contractual delivery period, where the supplier is responsible for the delays.
- d) Wherever applicable tenderers outside the State of M.P. should also quote the prevailing rate of Sales Tax/ Commercial Tax in the state of origin so that the concessional rate of CST payable against “C” form may be limited to the Sales Tax applicable for state of origin, from where the material move, in case, these are lower than the concessional rate of CST.

5. AMENDMENT IN SPECIFICATIONS

The Discom-WZ may revise or amend the specification and drawing, prior to the date notified for opening of Price Bid 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 special messenger, the same should be dropped in the Tender Box, kept in the office of CMD MPPKVV Co. Ltd., GPH Compound, Polo Ground, Indore, (MP), on all working days during working hours indicated in tender notice. **Nobody is authorized to receive or grant receipt for tender delivered by hand.**

7. BIDS IN OPEN FORM

Open bids through Telegram/Fax will not be considered under any circumstances.

8. **DELAYED/ LATE BIDS**

The Discom-WZ shall not assume any responsibility for any postal delays either for the late receipt of documents by bidder 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 for rejection.

10. **MISTAKES IN BIDS**

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Discoms shall be considered. Such offers can also be rejected.

11. **LUMPSUM 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, Discom-WZ can summarily rejected 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 whatsoever.

13. **ALTERATIONS/CORRECTIONS IN BIDS**

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

14. **INCOMPLETE BIDS**

Tender which is incomplete or obscure is liable for rejection.

15. **ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF**

Discom - WZ reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Discom - WZ 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 Discom shall be taken without any reference to the tender.

17. **DISQUALIFICATION OF BIDS**

A Bid which gets opened before the due date 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, that is, 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. SALES TAX CLEARANCE CERTIFICATE

During the processing of tender if asked for, the bidders shall be required to furnish Sales Tax clearance certificates from competent authority.

20. FILLING OF QUESTIONNAIRE/SCHEDULES

All the Questionnaire / Schedules along with specification are enclosed for technical/commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

21. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

22. PAST EXPERIENCE

Supplier having past experience in manufacture and supply of materials should furnish the list of supplies made during the last three years for the materials supplied by them, as per enclosed Schedule V Part "A" failing which the tender may not get any preference for his past experience.

23. SUBMISSION OF BIDS

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

Part-I shall contain "EARNEST MONEY DEPOSIT / DOCUMENT WHICH ENTITLE FOR EXEMPTION FROM EMD".

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

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 superscribed as Part-I "Earnest Money

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Deposit", Part-II "Commercial Bid and Technical Bid" and Part-III "Price Bid". Each envelope shall also be superscribed with name of item and T.S. No. 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 superscribed 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 & bidder. Details of Earnest Money Deposit and Due date of opening should be superscribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that Discom - WZ's PAYMENT TERMS, PENALTY, SECURITY DEPOSIT and PERFORMANCE GUARANTEE & PRICE VARIATION (WHEREVER APPLICABLE) CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in the following manner: -

Tender Specification No. CMD/WZ/06/Pur/507

Due For Opening On- 25.04.2011

For Repairing & Testing of Power Transformers of various ratings(Rate contract)

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) 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 for rejection.

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24. 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 are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

25. OPENING OF E.M.D. & 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 & Technical Bid, shall be opened on the same date in respect of eligible bidders.

26. OPENING OF PRICE BID

Opening of price bid along with first two parts of the offer on the same date: -

The offers which are in conformity with important commercial terms and conditions including Payment terms, Penalty, Security deposit and Performance guarantee clause & Technical specifications of Tender specification shall be eligible for opening of their Price Bid.

OR

Opening of Price Bid on subsequent date: -

- (a) After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Discom - WZ terms & conditions, if any, proposed by the bidder in regard to Commercial and technical Bid, as per prescribed schedules, given along with the tender documents, shall be notified and clarifications, if required by Discom - WZ, shall be submitted by the bidders, either at the time of scrutiny of tender or within the time prescribed.
- (b) The date of opening of "Part-III i.e. PRICE BIDS" shall be notified to the bidders, whose bids are found to be commercially & technically acceptable.
- (c) The decision of the Discom - WZ in this respect shall be final and acceptable to the bidder.

27. CANVASSING OF BIDS

Tenders 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 Discom - WZ's personnel or Representative, on matters relating to tender under process.

28. VALIDITY OF BIDS

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

29. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter from the bidder who have participated in the tender shall be allowed to attend the tender opening.

30. ACCEPTANCE OF TENDER

- i) The Discom - WZ may reject any or all tenders or to accept any tender considering advantageous to Discom - WZ whether it is the lowest offer or not.
- ii) The Discom - WZ may split the quantities against the tender on more than one bidder for the same item. The Discom - WZ shall assign no reasons for this and the same will be binding on the bidders.

31. CHANGE OF QUANTITY

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, based on Purchaser's judgment and vendor rating (wherever carried out). No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

32. POOL RATES

The bidders 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 Discom - WZ. 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.

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

ANNEXURE-IV

GENERAL TERMS AND CONDITIONS OF RATE CONTRACT AWARD

1. PRICES AND STATUTORY LEVIES

1.1 ORDERS / RATE CONTRACT AWARDS

The prices for above category shall be FIRM / variable as the case may be: -

A. FIRM PRICES

- (i) Wherever asked for FIRM & on FOR destination basis, prices should be inclusive of all taxes and duties (Any where in Paschim Kshetra). However, break up of following elements may be indicated: -
- (a) Unit Ex-works/Ex-godown rate including packing and forwarding.
 - (b) Excise Duty applicable on Ex-works price as on date of Bid.
 - (c) Sales Tax : - C.S.T./ VAT
 - (d) Freight charges
 - (e) Any other levy/taxes.
 - (f) In case of exemption from excise duty/or sales tax, documentary evidence shall be furnished with the offer.
 - (g) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, indicating all elements clearly. In absence of this, the offer shall be liable for rejection.
 - (h) No revision on any account shall be allowed during execution of the order.

(B) VARIABLE PRICES & P.V CLAIMS

- (i) Wherever asked for, the prices shall be **VARIABLE** in accordance to P.V Formula attached with the tender document.
- (ii) In such cases, the payment of statutory levies i.e. sales tax, Excise duty against the contract shall be paid on the basis of rates prevailing during the contractual delivery period only against documentary evidences. Sales tax/Commercial tax and Excise duty shall not be paid on freight elements in any case.
- (iii) In case supplies against contracts are effected late i.e. beyond contractual delivery period and rate of excise duty/sales tax undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levy (ies) undergoes downward revision then the delayed supply beyond contractual deliver period will attract reduced rate of statutory levy(ies).
- (iv) In case of delay in supply, if the supplier is able to prove that the delay involved is due to force Major conditions as detailed in the force Major clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claims for sales tax/excise duty shall be accepted and payment shall be released accordingly.
- (v) Pending decision on the request of the supplier for condo nation of the delay in delivery, the supplier will claim excise duty/sales tax as per the rates prevailing during the contractual delivery period. In case this is not done, all financial losses will be to supplier's accounts.

- (vi) While claiming the P.V., the suppliers shall furnish the relevant circulars/price indices. The claims towards Price Variation if any, shall be submitted directly to paying authorities along with the relevant indices and other required documents.
- (vii) For the purpose of calculation of PV the date of offer shall be the date on which the equipment is notified to be ready for inspection, if the material is passed in inspection.
- (viii) The supplies while claiming for 100% payment shall have to certified that the prices as charged have not undergone any downward variation on account of IEEMA circulars & that the claim for upward variation will be submitted separately.

2. TRANSIT RISK

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The Discom - WZ shall, in any case, not bear the transit risks/ transit insurance charges.
- (b) 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 suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for his settlement from carrier or Insurance Discom - WZ 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's balance bills or from the security deposit as deemed fit.
- (c) While the 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.
- (d) **Replacement of goods lost/ broken or damaged including loss due to fire: -**
Notwithstanding anything here-in contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to/ received by the Discom - WZ at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the suppliers/ carrier with all necessary documents for settlements of the same with the carriers at supplier's end.

3. PACKING AND FORWARDING

- (a) The supplier shall be responsible for the Stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss/damage due to handling and transport to the destination.
- (b) Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of material, purchaser's order number, weight and volume of the package etc.
- (c) Each package shall contain in a water proof cover, 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, weight etc. shall also be given.

- (d) The packing shall conform to the specification, rules and regulations prescribed by the underwriters, railways, Transport Agencies. In case of any loss/damage to the consignment due to non-standard packing, the same shall be made good free of all charges to Purchaser by the supplier. All provisions of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of supplier to perform.

4. 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 transporter on door delivery basis only.

5. SUBMISSION OF DRAWING AND LITERATURE

All the relevant drawings shall be submitted immediately after placement of order for approval. One set of drawing, Descriptive Literature and instructions Manual for Erection, Commissioning and maintenance of the equipments ordered, shall be supplied to each consignee.

6. INSPECTION AND TEST CERTIFICATE

- i) Each lot of offered material shall be inspected by the Disco-WZ's inspecting officer before dispatch. The supplier shall extend all reasonable and necessary testing help to the inspecting officer of the Discom - WZ 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 Order Placing Authority, by the supplier, 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 dispatch the material unless specific dispatch instructions are issued by the Purchase Section of Discom - WZ or any other authorized officer of the Board/Company.
- iv) In case the inspector deputed for inspection does not find the offered lot ready, the Discom - WZ 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 8 below.

7. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING

- i) The Discom - WZ, 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.
- ii) **FACTORY INSPECTION** : -
The factory inspection of the bidders, who have not executed any order of MPSEB/MPPKVVCL, Indore, may be carried out before placing detailed order or during pendency of the order, the factory inspection may be conducted by Discom - WZ's

authorized officers 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 Discom - WZ to carry-out testing of equipment/ material at his works.

8. 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. 5,000/- per officer.

9. DELIVERY / PERIOD FOR REPAIRS: - This will be as clause -13 General Terms & Conditions of rate Contract page - 7

10. FORCE MAJEURE

Force major condition is herein defined as: -

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (d) Strikes, slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) 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.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE: - The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Discom - WZ shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Discom - WZ shall be binding on the firm.

11 TERMS OF PAYMENT

Subject to completion of all contractual formalities, 100% payment along with excise duty and taxes corresponding to the consignment would be made within 45 days from the date of receipt of material at Area Stores in good condition against MATERIAL RECEIPT CERTIFICATE (M.R.C.) issued by the consignee. The Discom - WZ shall not be liable for payment of any interest on delayed payment. The supplies while claiming for 100% payment shall have to certified that the prices as charged have not undergone

any downward variation on account of IEEMA circulars & that the claim for upward variation will be submitted separately.

The supplier shall forward the original RR/MTR and Excise gate pass directly to consignee along with copies of following documents :-

- i) A copy of bill
- ii) Delivery Challan
- iii) Original copy of excise duty gate pass (wherever applicable) along with a photocopy
- iv) The inspection and/ or T.C. approval
- v) Detailed packing list, if required.

11.1 The original bills should be forwarded to the paying authority and should be marked "**ORIGINAL**". The bill should indicate Sales Tax Registration Number and date allotted to him under Sales Tax Act.

11.2 The following documents will have to be forwarded to the paying authority along with bills in triplicate :-

- i) Bill/ Invoice.
- ii) Xerox copy of dispatch documents i.e. RR/ MTR etc.
- iii) Dispatch clearance/instructions.
- iv) Photo-copy of Excise Duty gate pass (wherever applicable).

11.3 For payment, the invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to the concern Sr. RAO / RAO.

11.4 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.

11.6 To make payment directly through Bank, the bidders are requested to furnish following information in respect of their Bank Account: -

- (a) Name of Bank and Branch address.
- (b) Their Bank Account Number.
- (c) IFS code of the Branch for RTGS transfer.

11.7 Charges required by Bank in this regard will be debited to suppliers'/contractors' Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

12. PENALTY:-

This will be as clause -14 General Terms & Conditions of rate Contract.

The time for and the date of delivery of the material stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution or non-execution of the order, the Discom - WZ at its option shall either recover from the supplier/contractor as agreed towards liquidated damages a sum of ½ % of the FOR destination (landed cost) price of any stores not delivered per week or part there of subject to a maximum of 10%.

For this purpose, the date of offer of material in the office of Order Placing Authority shall be considered as the date of delivery, subject to the condition that offer has been made 15 days in advance of terminal date of scheduled delivery and material is delivered at stores within 21 days of clearance. For early inspections, offer may be sent telegraphically or by fax. Discom - WZ will not be responsible for delays for ordinary/registered post inspection offers. 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 reckoned from the original delivery period and the period of 21 days allowed for dispatch shall not be permitted and shall be taken into account for calculation of penalty.

13. PERFORMANCE GUARANTEE

This will be as clause -23 General Terms & Conditions of rate Contract.

14. SECURITY DEPOSIT

This will be as clause -2 General Terms & Conditions of rate Contract.

- 14.1 No interest shall be paid by the Discom - WZ on security deposit furnished by the suppliers.

15. COMPLETENESS OF EQUIPMENTS

The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The supplier shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

16. EXTENSION ORDER This will be as clause -2 of Schedule –II.

The Discom - WZ reserves right to place an extension order for any additional quantity to the extent of 50% quantity of the original order on the same rates, terms and conditions during contract period.

17. DESIGN AND INTER-CHANGEABILITY

All similar material and removable parts of similar equipments shall be uniform and interchangeable with each other.

18. TESTING FACILITY & 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 Tests proposed to be conducted in their labs in the event of order, with details of Indian Standard Specifications/codes.

19. MATERIAL TEST CERTIFICATE

Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the result of all tests prescribed in the relevant ISS (as mentioned in the Technical Specification Schedule) for ordered items shall be submitted to the office of the Order placing Authority for approval along with the letter/ offer for inspection of the

material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in ISS.

20. TYPE TEST CERTIFICATES

Wherever applicable or called for photocopies of type test certificates from the Govt. Standard Test Laboratories in India or from Laboratories of International repute duly attested by "Competent Testing Authority" should be submitted.

Type test reports/ certificates for the tests conducted as per latest applicable ISS on the tendered item/ material shall not be older than 5 years on the date of opening of technical/ commercial bid.

21. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

All amount recoverable from the successful bidders against earlier contracts including orders on sister concern with the Discom - WZ will be adjusted from payment due against the contract that may be awarded under this specification.

22. ROYALTIES AND PATENTS

All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply shall be included in the offered price and the supplier shall protect 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.

23. 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, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, 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 Regulations 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 purchaser shall not be responsible in any manner whatsoever.

24. CANCELLATION OF ORDER

24.1 The Discom - WZ may upon written notice of default, terminate contract in the circumstances detailed hereunder: -

- a) If in the opinion of the Board/Discom, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Board/Company.
- b) If in the opinion of the Board/Discom, the supplier fails to comply with any of the other provisions of this contract or material is found 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 substandard which is likely to affect the performance of the finished product, a notice would be served by the Discom - WZ to the supplier to suspend further activities and

to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

24.2 In the event of such termination, the Board/ Discom shall exercise its discretionary power as :-

a) To recover from the supplier the agreed liquidated damages as approved in the Clause No.12 above.

AND / OR

b) To purchase from elsewhere after giving due notice to the supplier on account and at the risk of the contractor such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.

AND / OR

c) To cancel the contract reserving Discom - WZ's right to recover damages.

24.3 Notwithstanding that the powers under clause (24.2a, b & c) referred to above, are in addition to the rights and remedy available to the Board/ Discom under the general law of India relating to Contract.

24.4 In the event of risk purchase of stores of similar description, the opinion of the Board/ Discom shall be final. In the event of action taken under clause 24.2(a) or (b) above, the supplier shall be liable to pay for any loss, which the Discom - WZ may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

24.5 The decision of the Discom - WZ shall be final regarding the acceptability of the stores supplied by supplier and the Discom - WZ shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/ material.

24.6 In the event, Discom - WZ does not terminate the order as provided in clause 24.1 & 24.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the Discom - WZ for liquidated damages for the delay as per clause 12 until supplies are accepted.

25. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

As a result of opening of the subsequent tender, if the rates received are found to be lower, then the pending supply against order shall be accepted at the lower rates.

26. 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 or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitrator Act 1940, and of the rules there under and any statutory modification thereof shall be deemed to apply. 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 arbitrators or of the Umpire, as the case may be, is issued.

27. JURISDICTION

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

28. RANDOM TESTING-

28.1 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 Discom - WZ shall have option to test the samples selected at random from the supplies affected and subject it to routine/ type test as per relevant ISS and Technical specifications.

28.2 In case, the samples fail 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. Company will not be responsible for levy of taxes on such rejected material and deduction shall be in totality.

28.3 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 Company reserves the right to impose any appropriate penalty for full quantity of material supplied against the order. The decision of the Company in this respect shall be final and binding on the supplier.

29. VARIATION IN THE ORDERED QUANTITY

A tolerance in the ordered quantity will be allowed to the extent of $\pm 2\%$ (plus minus two percent) and not for each consignment. MRCs shall be issued for actual receipt of quantity only.

30. 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 month in following proforma: -

Page 1

S.No.	Particulars	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, if any	Remarks

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

31. CORRESPONDANCE: -

Copies of all important correspondence on subject should be sent to the concerned consignee, Sr. Accounts Officer/Regional Accounts Officer and to this office. A copy of each invoice may also be sent to the S.E.(Stores Circle), MPPKVVCL, INDORE. In addition to the above, one statement showing the details of dispatches made should be submitted to this office after completion of order.

32. CLIMATIC CONDITIONS This will be as clause -23 of Schedule –II

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

(i)	Maximum temperature of air in shed	45°C
(ii)	Minimum temperature of air in shed	4°C
(iii)	Maximum relative humidity	95 % (The humidity some time approaches saturation point)
(iv)	Minimum relative humidity	10 %
(v)	Average number of dust-storm days per annum	40 days
(vi)	Average number of rainy days per annum	90 days
(vii)	Number of months of tropical monsoon conditions per annum	3 months
(viii)	Average annual rainfall	1250 mm
(ix)	Maximum wind pressure	150 Kg / Sq. mm
(x)	Altitude not exceeding	1000 meters
(The limit of ambient temperature shall be 45°C peak and 35°C average over a period of 24 hours)		

In view reform process, the designations of various authorities mentioned in this tender document at many places Sr. AO / RAO etc. are subject to change. These shall be intimated as & when required.

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

TS. No. CMD/WZ/06/PUR/ 507 Due on 25.04.2011
Repairs and Testing of 33 / 11 KV Power Transformers

ANNEXURE-V**LIST OF CONSIGNEE AREA STORES &
SENIOR / REGIONAL ACCOUNTS OFFICERS**

S.No.	Name of Consignee	Concerned Sr.AO / R.A.O. MPPKVCL
1	Addl.S.E./ E.E.(Stores) Area Store, MPPKVCL, Indore	Indore
2	-do- Barwaha	Khandwa
3	-do- Ujjain	Ujjain
4	-do- Ratlam	Ratlam

ANNEXURE-VI
LIST OF SCHEDULE BANKS

Sl.	Name of R.A.O./ Sr. A.O.	Name of Bank.
1.	Indore	(i) BANK OF BARODA (ii) CENTRAL BANK OF INDIA (iii) STATE BANK OF INDIA
2.	KHANDWA	(i) BANK OF INDIA (ii) STATE BANK OF INDIA
3.	UJJAIN	(i) DENA BANK (ii) STATE BANK OF INDIA
4.	RATLAM	(i) STATE BANK OF INDIA (ii) CENTRAL BANK OF INDIA (iii) DENA BANK