

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/ASE/Computer/AMC_LP/11-12/01
Due for opening on: - 01.08.2011 AT 3.30 P.M.

AMC OF LINE PRINTERS

Issued by:

The Addl. Superintending Engineer (Computer)

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

EPABX No.: 0731-2423577, 2422544, 2423263, 2422045 Extn. 300 Fax No. 0731 2423300.

Website: www.mppkvcl.org

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Basic Tender Information

Particulars	Details
Name of Work	AMC OF LINE PRINTERS
Tender Specification number	CMD/WZ/ASE/Computer/AMC_LP/11-12/01
Date of Sale of Tender documents	From 11.07.2011 to 01.08.2011 (upto 12.00 Noon) During normal office hours on any working day.
Last Date of Bid Submission (Date & Time)	01.08.2011 At 3.00 PM
Due Date of Opening of Technical & Commercial bids	01.08.2011 At 3.30 PM
EMD to be Deposited	Rs. 5,000/-
Cost of Tender Documents	Rs. 500/- plus Rs 100/- extra if required by post.

Tender Notice

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

GPH COMPOUND, POLOGROUND, INDORE

(EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 300 Fax No: 2423300)

No. CMD/WZ/ASE/Computer/AMC_LP/11-12/01/14616

Date: 11.07.2011

TENDERS ENQUIRY

Sealed tenders enquiry are invited for Annual Maintenance Contract (AMC) of Line Printers.

Date of sale of Tender Document	Due date of submission of tender	Due date of opening	Earnest money to be deposited	Minimum guaranteed contract period	Cost of tender document
11 th July 11 to 1 st Aug. 2011 upto 12.00 Hrs.	1 st Aug 2011 upto 15.00 Hrs.	Part A – 1 st Aug. 2011 at 15.30 Hrs. Price Bid from eligible bidders- Part B – 8 th Aug. 2011 at 15.30 Hrs.	Rs. 5000/- (Five Thousand by DD/pay order	12 Months	Rs. 500/- to be paid in the form of DD/Pay order only. (Rs. 600/- by Speed post)

Tender forms alongwith detailed specification can be obtained from the office of the Addl. S.E., (Computer) O/o CMD(WZ) MPPKVCo.Ltd. Indore on payment of above tender fee (non-refundable) by crossed DD/Pay order only drawn in favour of the Sr. A.O., MPPKVCo.Ltd. Indore. For details, please visit us at www.mppkvcl.org

//Save Electricity //

Addl. Superintending Engineer (Computer)

**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/ASE/Computer/AMC_LP/11-12/01 dated 11.07.2011; 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: -
.....
.....

SECTION-I
QUALIFYING CRITERION

This bidding is open for those bidders only who provide satisfactory evidence of following.

- (i) The bidder shall have at least three years successful experience in maintenance of Line Matrix printers of the type specified in schedule-II. The bidder will provide documentary evidence in this regard.
- (ii) The bidder must be registered with Central Excise Department.
- (iii) 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).
- (iv) That, they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments. (The Bidders should submit at least two copies of their profit and loss account and balance sheet for the last two years including Turn-over).
- (v) That, they have adequate technical capacity to perform the assignment properly and expeditiously within the time period specified. If the present commitments are such that the technical capacity results inadequacy to meet the requirement of this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose shall also be furnished.
- (vi) That they have established quality assurance system and organizations designed to achieve high level of quality equipment and reliability during their maintenance activities.

* * * * *

SECTION-II
SPECIAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

- (a) For the first quarter the 50 % of the quarterly payment of service charges shall be paid in advance, by the Addl. Superintending Engineer (Computer), O/o CMD (WZ), MPPKVVCL, Indore within 15 days, subject to submission of invoice in triplicate to the Addl. Superintending Engineer (Computer), O/o CMD (WZ), MPPKVVCL, Indore (for head quarter installations), along with the acceptance of the order, against Bank Guarantee of like amount
- (b) For the subsequent quarters 50 % of the quarterly payment of service charges shall be paid in advance, after deducting the penalty/excess payment for previous quarter(s), if pending, by the Addl. Superintending Engineer (Computer), O/o CMD (WZ), MPPKVVCL, Indore the designated officer for the head quarter installation, within 15 days of the commencement of the quarter, subject to submission of invoice in triplicate, one month before beginning of the quarter, at the Addl. Superintending Engineer (Computer), O/o CMD (WZ), MPPKVVCL, Indore with the designated Officer for the head quarter installations, against Bank Guarantee of like amount.
- (c) The 50 % balance payment of service charges shall be paid at end of the quarter by Addl. Superintending Engineer (Computer), O/o CMD(WZ), MPPKVVCL, Indore or the designated officer (for head quarter installations) within 30 days, after deducting penalty for down time/excess payments made, for the previous quarter(s) if any, on submission of separate invoices for balance 50 % amount, by you to the Addl. Superintending Engineer. (Computer), O/o CMD (WZ), MPPKVVCL, Indore or the designated officer for the head quarter installation, as the case may be.
- (d) If the balance deductions/excess payment still pending, the same shall be deducted from the subsequent quarterly advance payment, if still pending then from the Bank Guarantee.
- (e) The contractor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue payment shall be made under any circumstances.
- (f) No extra charges shall be considered. Any other taxes or dues imposed by the Govt. during currency of contract shall be borne by the supplier/firm/contractor.

2. PENALTY

- (a) In case the line printer are not completely rectified within the stipulated time limit as mentioned in Para 2 (Service Assurance) above, the penalty will be levied 5 times of the normal service charges as per day for the complete working of printer at that particular site. For example, if the service charges for a particular site comes out to be Rs. 30,000/- annum penalty rate per day shall be Rs. 400/-. The penalty will be levied for the total outage period on the basis of derived down time of partial/complete printer.
- (b) In case the line printer is down for a period more than 18 days, Company will get done the maintenance of defective line printer from market or get the printing work done from the external agencies, after giving telephonic/telegraphic intimation to the supplier/firm and at the risk of supplier/firm on account of non attending the call within stipulated time period. The cost so incurred or penalty whichever is higher will be due deducted from the quarterly bill.
- (c) In case of intermittent failure and respective problems due to improper diagnosis or repair, the breakdown may be treated as continuous.
- (d) For down time calculation, the day on which the problem has been reported to the contact will be included in down time, however, the day on which call is closed will not be taken as part of down time.

3. PERFORMANCE GUARANTEE

- 3.1 If during the course of 12 Months subsequent to the date of repairing/replacement of the part found to be defective in materials or workmanship or develops defects during the same will have to be replaced by the repairer, free of all charges. All necessary arrangement on these accounts will be made by the supplier/firms.
- 3.2 The said material if required to be replaced, shall be collected by the supplier/firm from the locations where Printers are installed as per the **Schedule 2 (A)** work side at their own cost and at their own responsibility. The guarantee period as stipulated in clause 3.1 above shall also be applicable for repaired/ replaced material, which shall however be counted afresh from the date of its repair at site.
- 3.3 Further, it is clarified that all the charges towards carrying out repairs including packing /forwarding loading/unloading shall be borne by the supplier/firm. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.
- 3.4 To and fro transportation cost of such failed equipment may also be borne by the supplier/firm contractor.
- 3.5 In the event of the supplier/firm's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them which may inter alia black-listing of the firm for future business with the Board for a certain period.

4. PERIOD OF AMC AND EXTENSION ORDER

- 4.1 The AMC shall remain in force for a period of one year from the date of award. This excludes six months (180 Days) validity period of the offer.
- 4.2 The contractual formalities shall be required to be completed with Addl. Superintending Engineer Computer, Indore & maintenance shall be done after following the procedure as per order.
- 4.3 The period of AMC may be extended for a further period of two year if, required by us keeping the rates, terms and conditions same.

-Sd-
Addl. Superintending Engineer (Computer)
O/o CMD (WZ), MPPKVCL,
Indore

SECTION-III
SCOPE OF SERVICES ENVISAGED

1. SCOPE

(i) Service envisaged

The maintenance services (preventive /breakdown) for printers are required at our sites of installation as per Schedule-II (B). The services, in addition to the preventive maintenance includes diagnosis of the problem due to its rectification by way of replacement of defective components/parts and their related activities which may be necessary to bring the system back in service.

All parts of printer, changes in configuration and setting/reconfiguration will be covered under AMC except consumable (ribbons, stationary) physical damage, plastic parts and top cover.

(ii) Service Assurances

- a) The firm shall do the preventive/breakdown maintenance of line printers for one year (extendable for further 2 years).
- b) In case of non rectification of problem completely (up to the satisfaction level of MPPKVVCL) within **5 days** time of line printer being down, the firm will however provide an alternative line printer compatible to hardware/software environment of MPPKVVCL, till such time the original line printer is made up, in which case, penalty for the period of availability of alternative computer will not be levied.

-Sd-
Addl. Superintending Engineer (Computer)
O/o CMD (WZ), MPPKVVCL,
Indore

SCHEDULE – I
PRICE & QUANTITY
AMC COST (INCLUDING COST OF SPARE PARTS)

Sr. No.	System / Peripheral	Numbers of System			Unit FOR (FIRM) destination price of AMC including Spare parts, ED, ST, VAT, Service Tax & other charges & freight charges. (Indicate in fig. & words both) (in Rs.)
		I.R. (Indore Town)	U.R. (Ujjain Town)	TOTAL	
1	Wipro LMP P – 1000	7	7	14	
2	Wipro LMP P – 500	15	9	24	
3	Lipi T-6050	5	3	8	
Discount if any					
Conditions to avail above discount if any					

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

NOTE: -

1. Discount, if any, must be clearly mentioned above. However, it may be noted that for evaluation purpose, only unconditional discount shall be taken into consideration. Conditional discount of any type, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, the purchaser may avail such discount at the time of award.
2. Rates in various tampering steps shall not be considered.
3. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall be summarily rejected and shall not be considered, in any case.
4. Payment of any type of Govt. statutory levies/ taxes will be responsibility of the bidder.
5. The quoted price should be “FIRM” and on F.O.R. destination basis inclusive of all taxes and duties etc.
6. The price quoted by bidder must be inclusive of cost of Entry Tax (even if the entry tax is payable by the purchaser). It may be noted that unless Entry-Tax-Paid goods are supplied by the vendor, the amount of Entry Tax at the applicable rates will be deducted by the purchaser from the supply bill of the vendor, and remitted to the tax department under TIN number of the purchaser.
7. **AMC cost to be quoted above should be including cost of spare parts required for respective maintenance.**

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

TS No. CMD/WZ/ASE/Computer/AMC LP/11-12/01 DUE ON 01.08.2011

AMC OF LINE PRINTERS

SCHEDULE – II (A)**LIST OF EQUIPMENTS AND THEIR PLACEMENT****ITEM No. 1**

Sr. No.	City Wise Sr. No.	System / Peripherals	Name of office to which System/Peripherals are issued			Designation of the System Peripherals
			Region	Office	Place	
ITEM NO.1						
1		Wipro P – 1000	Indore		Indore	
2		Wipro P – 1000	Indore		Indore	
3		Wipro P – 1000	Indore		Indore	
4		Wipro P – 1000	Indore		Jhabua	
5		Wipro P – 1000	Indore		Khandwa	
6		Wipro P – 1000	Indore		Burhanpur	
7		Wipro P – 1000	Indore		Khargone	
8		Wipro P – 1000	Ujjain		Ujjain	
9		Wipro P – 1000	Ujjain		Ujjain	
10		Wipro P – 1000	Ujjain		Dewas	
11		Wipro P – 1000	Ujjain		Shajapur	
12		Wipro P – 1000	Ujjain		Mandsaur	
13		Wipro P – 1000	Ujjain		Neemuch	
14		Wipro P – 1000	Ujjain		Ratlam	
ITEM NO.2						
1		Wipro P – 500	Indore		Indore	
2		Wipro P – 500	Indore		Indore	
3		Wipro P – 500	Indore		Barwani	
4		Wipro P – 500	Indore		Barwani	
5		Wipro P – 500	Indore		Jhabua	
6		Wipro P – 500	Indore		Jhabua	
7		Wipro P – 500	Indore		Khandwa	
8		Wipro P – 500	Indore		Burhanpur	
9		Wipro P – 500	Indore		Dhar	
10		Wipro P – 500	Indore		Dhar	
11		Wipro P – 500	Indore		Dhar	
12		Wipro P – 500	Indore		Dhar	
13		Wipro P – 500	Indore		Khargone	
14		Wipro P – 500	Indore		Khargone	
15		Wipro P – 500	Indore		Khargone	
16		Wipro P – 500	Ujjain		Ujjain	
17		Wipro P – 500	Ujjain		Dewas	
18		Wipro P – 500	Ujjain		Dewas	
19		Wipro P – 500	Ujjain		Shajapur	
20		Wipro P – 500	Ujjain		Mandsaur	
21		Wipro P – 500	Ujjain		Mandsaur	
22		Wipro P – 500	Ujjain		Neemuch	
23		Wipro P – 500	Ujjain		Ratlam	
24		Wipro P – 500	Ujjain		Ratlam	

Sr. No.	City Wise Sr. No.	System / Peripherals	Name of office to which System/Peripherals are issued			Designation of the System Peripherals
			Region	Office	Place	
ITEM NO.3						
1		Lipi T-6050	Indore		Indore	
2		Lipi T	Indore		Indore	
3		Lipi T	Indore		Indore	
4		Lipi T	Indore		Indore	
5		Lipi T	Indore		Khandwa	
6		Lipi T	Ujjain		Ujjain	
7		Lipi T	Ujjain		Ujjain	
8		Lipi T	Ujjain		Shajapur	

SCHEDULE – II (B)
DECLARATION BY THE TENDERER

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

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

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM

COMPANY SEAL

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



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SECTION-IV

GENERAL INSTRUCTIONS TO BIDDERS

Addl. Superintending Engineer (Computer), O/o CMD (West Zone), M.P.P.K.V.V.C.L., Indore on behalf of “**The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore**” here-in-after referred to as “**Company**”, will receive sealed tenders/ bids for **supply of materials/ equipments** as per the specifications, at various places of M P Paschim Kshetra Vidyut Vitaran Co Ltd, Indore.

1. GENERAL: -

- (i) The bidders are requested to ensure that they furnish the offer in duplicate and each page of the tender should be signed and duly stamped by the bidder. Any over corrections / overwriting should be signed by the bidder. An offer with corrections / overwriting without signature of the bidder is likely to be rejected.
- (ii) The Bidders are requested to ensure that all required schedules duly filled-in, are submitted with the offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
- (iii) Transfer of the documents purchased by one bidder to any other bidder is not permissible.
- (iv) The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The company will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
- (v) It is necessary to purchase the tender documents from the office of Tender issuing authority. Tender documents downloaded from web-site will not be accepted, as the same are for information / guidance only.

2. EARNEST MONEY: -

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

	Value of Material	Earnest Money
a)	Upto Rs. 10000/-	Rs. 100/-
b)	Above Rs. 10000/- and upto Rs.2.5 Lakhs	@ 1%
c)	Above Rs. 2.5 Lakh and upto Rs. 3.0 Lakhs	Rs. 2,500/-
d)	Above Rs. 3.0 Lakh and upto Rs. 7.0 Lakhs	Rs. 5,000/-
e)	Above Rs. 7.0 Lakh and upto Rs. 15.0 Lakhs	Rs. 7,000/-
f)	Above Rs. 15.0 Lakhs and upto Rs.25.0 Lakhs	Rs. 10,000/-
g)	Above Rs. 25.0 Lakhs and upto Rs. 35.0 Lakhs	Rs. 15,000/-
h)	Above Rs. 35.0 Lakhs and upto Rs. 50.0 Lakhs	Rs. 20,000/-
i)	Above Rs. 50.0 Lakhs and upto Rs. 75.0 Lakhs	Rs. 30,000/-
j)	Above Rs. 75.0 Lakhs and upto Rs. 100.0 Lakhs	Rs. 40,000/-
k)	Above Rs. 100.0 Lakhs	Rs. 50,000/-

- (ii) The bidders are permitted to quote for part quantities and pay earnest money only to the extent of the participation on the basis of slabs specified above. If the earnest money amount is found to be less than required for corresponding value of the materials offered, the offer shall be deemed to be limited to that quantity only. Amount of EMD and method of deposit must be mentioned on the Main Envelope of the bid.
- (iii) **No offer will be accepted without Earnest Money Deposit, unless exempted by the Company.** If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected and returned to the bidder. The Earnest Money can be deposited in one of the following forms only: -
 - a) In cash, to be deposited with the Senior Accounts Officer, MPPKVVCL, Indore.
 - b) By Bank Draft in favour of Senior Accounts Officer, MPPKVVCL, Indore.
- (iv) **The following are exempted from payment of Earnest Money Deposit: -**
 - a) SSI Units of State of Madhya Pradesh permanently registered with DIC/Ancillary Units of MPPKVVCL. **The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.**
 - b) The **Small Scale Unit permanently registered with NSIC**, whose registration certificate is valid for the item quoted on due date of opening of commercial and technical bid shall be entitled for exemption from EMD. (The renewal / amendment of certificate should not be more than 3 years old from the due date of opening of tender).
 - c) The Medium/Large Scale Manufacturing Units, located in Madhya Pradesh (other than SSI/ Ancillary units to MPPKVVCL and Govt. undertaking) are permitted to furnish the EMD @ 50 % (Half) of the rates prescribed above. Here also, permanent registration is a must in respect of specified item against this tender.
 - d) Fully owned State/Central Govt. manufacturing units, if 100% shares are held by the Govt. concerned, for which documentary evidence must be furnished with the offer.
 - e) The photo copy of the NSIC/ SSI Registration Certificate for the tendered items duly attested by GM/Manager of DIC of the area, or an officer of MPPKVVCL not below the rank of EE, or any Gazetted officer not below the rank of Dy. Collector, shall be furnished with the offer. In case of unattested copy, the original certificate should be produced at the time of tender opening for verification.
 - f) All the SSI/ NSIC units should quote/offer the material only to the extent they are registered for respective items with SSI/NSIC organization. The certificate should be valid and duly renewed as the case may be.
- (v) The bidder, who comes under above categories, should furnish documentary evidence with the offer, failing which his offer shall be rejected.
- (vi) In case, the bidder withdraws this offer during the validity period, after placement of order, the **EMD** amount shall be forfeited.
- (vii) No interest shall be paid on EMD amounts
- (viii) **Return of earnest money to bidders.**
 - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.

- b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit.

3. TAXES AND DUTIES

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

4. DISCOUNT

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

5. AMENDMENT IN SPECIFICATION

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

6. BIDS RECEIVED BY MESSENGER

When tenders are delivered by a special messenger, the same should be dropped in the Tender Box, kept in the O/o. Member (Distribution) west zone G.P.H. Compound Pologround, Indore on any working day, between 10-30 hours to 15 hours only. **Nobody is authorized to receive or issue receipt for tender delivered by hand.**

7. TELEX/TELEGRAPHIC/FAX BIDS

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

8. DELAYED/LATE BIDS

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

9. ALTERNATIVE BIDS

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

10. MISTAKES IN BIDS

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. In case of ambiguity between rates in figures and words, the amount quoted in words would prevail. However, company may, in its sole discretion, take any other interpretation, or reject such offers.

11. LUMP SUM BASED BIDS

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

12. PRINTED TERMS AND CONDITIONS IN BIDS

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

13. ALTERATION/ CORRECTION IN BIDS

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

14. INCOMPLETE BIDS

Tender who is incomplete or obscure is liable for rejection.

15. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

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

16. AMBIGUITIES IN CONDITIONS OF BIDS

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

17. DISQUALIFICATION OF BIDS

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

18. LANGUAGE OF BIDS

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

19. VAT CLEARANCE CERTIFICATE

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

20. INFORMATION & QUESTIONNAIRE SUBMISSION

Questionnaires for various information to be furnished by bidders are enclosed with the "Tender" as Schedule III Part A, B and C (for general, commercial & technical details). It

is compulsory on the part of the bidder to furnish all details as per the Schedules. In case, the same are not filled up and enclosed with the tender, the bid is likely to be rejected.

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

21. DEVIATIONS FROM TERMS/CONDITIONS

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

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

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

22. PAST EXPERIENCE

Bidders having past experience in maintenance of Line printers should furnish the list of firms where similar activity of AMC has been carried out (along with order copies) during the last 3 years, as per enclosed "Schedule IV". A certificate in this regard from the organization to which work of AMC was done shall have to be furnished along with the offer, failing which the tender may be rejected.

23. PROCEDURE FOR SUBMISSION OF BIDS: -

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

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

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

The details about Part I and Part II are discussed in Sections II to VII and Schedules II to VII of the tender documents. Relevant information that the bidders are liable to submit, comprises duly filled-in Questionnaire, all schedules and any other the information that is sought in the tender.

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

(ii) Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

(iii) Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of

Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.

- (iv) All the three parts shall be submitted in three separate sealed envelopes and these envelopes shall be properly super scribed as **Part-I “Earnest Money Deposit”, Part-II “Commercial Bid and Technical Bid” and Part-III “Price Bid”** Each envelope shall also be super scribed with name of the item and TS number for which the tender is submitted, the name of the said bidder and the date of opening, as advertised. The tender i.e. the three parts shall be submitted each in duplicate.
- (v) **The above three envelopes duly sealed are to be kept again in one envelope called main envelope and sealed.** This envelope should be properly super scribed stating that this envelope contains three separate envelopes for part I “EARNEST MONEY DEPOSIT”, Part – II “COMMERCIAL AND TECHNICAL BID” and Part – III “PRICE BID”, in addition to tender specification No., name of item and bidder. Details of Earnest Money Deposit, and due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that Company’s PAYMENT TERMS, PENALTY, SECURITY DEPOSIT, and PERFORMANCE GUARANTEE CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in following manner: -

Tender Specification No. CMD/WZ/ASE/Computer/AMC_LP/11-12/01

Due For Opening On-----

For Supply of -----

This Envelope Contains 3 Separate Envelopes For

Part I “Earnest Money Deposit”

Part II “Commercial And Technical Bid”

Part III “Price Bid”

TO,

**The Addl. Superintending Engineer (Computer)
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**

TS No. CMD/WZ/ASE/Computer/AMC_LP/11-12/01 DUE ON 01.08.2011

AMC OF LINE PRINTERS

- (vi) **In absence of such certification on the main envelope itself, the same shall not be opened and the offer shall be rejected.**
- (vii) Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bid, the offer shall be rejected.

24. DATE AND TIME OF OPENING OF BIDS – CHANGES

- (i) Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present.
- (ii) If the due date of opening / submission of tender documents is declared as holiday by Central / State Govt. or local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.
- (iii) The tender opening shall be continued on subsequent day, in case opening of the entire tender is not completed on the day of opening.
- (iv) It may please be noted that the due date / time of opening can be altered, extended, if desired by the purchaser, without assigning any reasons thereof. However, due intimation shall be given / published in News-Paper in such a case.

25. OPENING OF EMD AND COMMERCIAL AND TECHNICAL BID

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

26. OPENING OF PRICE BID

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

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

27. CANVASSING OF BIDS

Tender shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Company's personal or Representative, on matters relating to tender under process.

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

28. Destination where AMC work is required to be done

The Printers are installed at various locations situated as mentioned in **SCHEDULE – II (A)**

. The prices quoted should be on **Firm & FOR Destination** basis to any of these places.

TS No. CMD/WZ/ASE/Computer/AMC LP/11-12/01 DUE ON 01.08.2011

AMC OF LINE PRINTERS

29. VALIDITY OF BIDS

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

30. AUTHORISATION/ LOCAL REPRESENTATIVE

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

31. ACCEPTANCE OF TENDER

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

32. CHANGE OF QUANTITY

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

33. PRECEDENCE IN INTERPRETATION OF TERMS AND CONDITIONS

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

34. INTERESTED CONCERNS

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

-Sd-

Addl. Superintending Engineer (Computer)
O/o CMD (WZ), MPPKVCL,
Indore

* * *

SECTION-V

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PRICES AND STATUTORY LEVIES

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

(viii) **Entry Tax:**

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

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

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

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

2. PRICE VARIATION

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

3. TRANSIT RISK

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

4. INSURANCE

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

5. PACKING AND FORWARDING

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

6. MODE OF DISPATCH

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

7. SUBMISSION OF DRAWING AND LITERATURE

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

8. INSPECTION AND TEST CERTIFICATE

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

9. RIGHT TO CARRY OUT THE INSPECTION DURING MANUFACTURING

In case of Manufacturer Vendors, the Company, at its option, will inspect the material on order during its process of manufacturing, including the inspection of raw material, and will request the supplier/firm 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/firm shall be given immediate notice to suspend further manufacturing until corrective measures are taken and the process cleared.

10. FACTORY INSPECTION

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

11. FAKE INSPECTION CALL

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

12. DELIVERY

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

13. FORCE MAJEURE

Force majeure condition is herein defined as: -

- (i) Natural phenomena, such as floods, draught, earth-quakes and epidemics.
- (ii) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (iii) Accident and disruption such as fires, explosion, and increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment etc.
- (iv) Strikes, slow down, lockout containing for more than three (3) weeks.
- (v) Failure or delay in the supplier/firm's source of supply, due to force majeure causes enumerated at (i) to (iv) above, provided the supplier/firm produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the force Majeure at the normal source of supply.
- (vi) Any cause which is beyond the reasonable control of the supplier/firm or purchaser as the case may be.
- (vii) All the provisions of this clause shall apply whether the disruption caused is total or partial in its effect upon the ability of the supplier/firm to perform.
- (viii) The cause of force majeure condition will be taken into consideration only if the supplier/firm, within 15 days from the occurrence of such delay gives a proper notice to the purchaser. The MPPKVVCL shall verify the facts and may grant such extension in delivery period as the facts justify. For delivery time extension due to force majeure conditions, the supplier/firm shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the MPPKVVCL shall be binding on the firm.

14. TERMS OF PAYMENT

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

15. PENALTY FOR DELAY

Penalty for delay shall be as mentioned in Section II - Special Terms and Conditions of Purchase.

16. PENALTY FOR BREACH OF CONTRACT

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

contract by the bidder/ vendor, the Company shall be entitled to forfeit the available security deposit and to realise and retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Company to recover any further sums as damages, from any sums which are due or which may become due to the contractor by the company; or otherwise howsoever.

17. SECURITY DEPOSIT

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

(A) ALTERNATE I (Normal SD):

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

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

OR

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

OR

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

(B) ALTERNATE II (Permanent Security Deposit):

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

(a) The outside-the-state firms can furnish permanent security deposit of Rs. Five Lac (In the form of Demand Draft) with the Discom-WZ. Upon submission and acceptance of permanent SD, such vendors would be exempted from submission of security deposit against individual orders, subject to approval.

(b) The State SSI units can also furnish the permanent security deposit of Rs. 3 Lacs (In the form of Demand Draft) with the Discom-WZ. Upon submission and acceptance of permanent SD, such vendors would be exempted from submission of security deposit against individual orders, subject to approval.

(c) The facility of permanent security deposit shall be extended to only such supplier/firms who have had business with the M. P. Electricity Board or MPPKVVCL Indore for more than 3 years and where supplier/firm's performance has been found good.

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

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

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

18. EXTENSION ORDER

Extension order shall be as mentioned in Section II - Special Terms and Conditions of Purchase.

19. TESTING FACILITY AND TESTS TO BE CONDUCTED

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

20. MATERIAL TEST CERTIFICATE

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

21. TYPE TEST CERTIFICATES

If prescribed under **Section II (Special Terms and Conditions of Purchase) or Section III (Technical Specifications)**, duly authenticated photo copies of appropriate **Type Test Certificates** would have to be furnished by the bidders, otherwise their offers shall be liable to be rejected. Type test reports/certificates for the test conducted on the tendered

item/material shall not be older than 5 years on the date of opening of technical/commercial bid.

22. RANDOM TESTING

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

23. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

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

24. ROYALTIES AND PETENTS

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

25. COMPLIANCE OF REGULATIONS

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

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

26. SUBMISSION OF DESPATCH DETAILS

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

Page 1

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

Page 2

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

Page 3

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

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

27. CANCELLATION OF ORDER

- (i) The Company may, upon written notice of default, terminate contract in the circumstances detailed hereunder: -
- a) If in the opinion of the Company, the supplier/firm fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
 - b) If in the opinion of the Company, the supplier/firm fails to comply with any of the other provisions of this contract or material is found to be not in accordance with prescribed specifications, and / or the approved samples.
 - c) If, as a result of stage inspection, it is revealed that material and/or, workmanship is sub-standard, which is likely to affect the performance of the finished products, a notice would be served by the Company to the supplier/firm to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
- (ii) In the event of such termination, the Company shall exercise the discretionary powers as: -
- a) To recover from the supplier/firm, penalty as mentioned in the clause no.15 above.

AND / OR

- b) To purchase from elsewhere, on account and at the risk of the vendor, goods of similar description to the consignment which is not delivered, after giving due notices to the vendor.

AND / OR

- c) To cancel the contract reserving Company's rights to recover damages.
- (iii) Powers under sub-clause (ii) referred to above, are in addition to the rights and remedies available to the Company under the law of India relating to contract.
- (iv) In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under the sub-clauses (ii) (a) or (b) above, the supplier/firm shall be liable to pay for any loss, which the company may sustain on that account but the supplier/firm shall not be entitled to claim any savings on all such purchases made against the default.
- (v) The decision of the Company shall be final regarding the acceptability of the stores supplied by supplier/firm, and the Company shall not be required to give any reason for the rejection of the stores/material.
- (vi) In the event, Company does not terminate the Contract as provided above, the supplier/firm shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay as per clause 15 until supplier/firms are accepted.

28. ARBITRATION

If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier/firm, 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/firm. In the case of said Arbitrators not agreeing, the matter shall be referred to the adjudication of an Umpire, to be appointed by the Arbitrators, whose, decision shall be final and binding on the parties.

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

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

29. JURISDICTION

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

30. CORRESPONDENCE

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

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

31. CLIMATIC CONDITONS

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

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

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

Sd-
Addl. Superintending Engineer (Computer)
O/o CMD (WZ), MPPKVVCL,
Indore

SCHEDULE-III**SCHEDULE OF INFORMATION****PART A: GENERAL INFORMATION**

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

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

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

Signature of Bidder with Seal of Firm :

Place- Name (in full) :

Date- Designation :

SCHEDULE-III**SCHEDULE OF INFORMATION****PART B: COMMERCIAL INFORMATION**

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

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

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

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

Place-
Date-

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

SCHEDULE-IV
SCHEDULE OF PAST EXPERIENCE

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

Please furnish desired details. Use separate sheets wherever necessary. Please enclose the extra sheets as Annexure (as specified in the “Table of Contents” Schedule VII).

Bidder’s Name & Address:

To,

The Addl. Superintending Engineer (Computer)
O/o CMD (West Zone)
MPPKVV Co. Ltd.,
G.P.H. Compound, Pologround Indore.

Sub: - Performance /past experience

Dear Sir,

We furnished herewith the record of our performance and experience of quoted items as follows: -

Sr. No.	Purchaser’s Name and Address	Order No. and Date placed during last 5 years	Ordered Quantity	Quantity supplied	Value of Order	Size wise quantity pending for execution within delivery schedule	Reasons for non Completion of order, if any
1	2	3	4	5	6	7	8

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

Note: - Photocopy of the order & performance report received from other State Electricity Companies/Govt. undertaking etc. should be enclosed.

SCHEDULE-VI**CHECK LIST**

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

Check List Item	Options	Answer
Technical Information		
Whether confirmation certificate proving party is a Manufacturer or Authorised Dealer is attached	Manufacturer/ Authorised Dealer	
In case of Manufacturer, whether details of the installed manufacturing capabilities & present commitments are attached	Yes / No/NA	
Whether list of supplies made during last 3 years & certificates from those organizations are attached	Yes / No	
Whether all Literature & Drawings related to the material are attached	Yes / No	
Whether Test Certificates from inspector of the Company is attached	Yes / No	
Whether appropriate type test certificate (if required in Section V Technical Specifications) is attached	Yes / No	
Whether Quality assurance certificate is attached	Yes / No	
Whether NSIC/SSI /DIC Registration Certificate is attached	Yes / No	
Whether details of old supplies to MPPKVVCL are attached	Yes / No	
Whether Certified true copies of the resolutions/ Extracts of Articles of Association/ Special or general Power of Attorney is attached	Yes / No	
Financial Information		
Whether two copies of two years P&L Accounts are enclosed	Yes / No	
Whether two copies of two years Balance Sheets are enclosed	Yes / No	
Whether Sales Tax Clearance Certificate is enclosed	Yes / No	
Documentation		
Whether each page of the tender is signed and duly stamped and submitted by the bidder.	Yes / No	
Whether duly signed “Tender Form” is attached with the bid	Yes / No	
In financial bid, whether rates are quoted in both figures and words	Yes / No	
Schedule I: Price bid is filled in and duly stamped and signed by the signatory authority	Yes / No	
Price bid is kept in separate sealed envelop super-scribed as “Part-III Price Bid”, Name of Work, TS number, Bidder name and Date of opening	Yes / No	

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

Note: Bidder has to attach this “**Check List**” with the “**Commercial & Technical Bid**” answering all the questions and mention page numbers.

* * *

SCHEDULE-VII**TABLE OF CONTENTS****(TO BE KEPT IN PART – II TECHNICAL & COMMERCIAL BID ENVELOP)****Bidders are requested to submit the document exactly in this sequence.**

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

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