

CORRIGENDUM

The following clause of Tender specification CMD/MK/04/240 due for opening on 03/01/2012 floated for procurement of “EHV Gr. II (New) Transformer Oil” are here by amended/added as under.

1. **Clause 12.6 of Annexure - II “TERMS OF PAYMENT”**

The Company will make above payment directly in the Account of suppliers. The Company is having its Account in S.B.I. To make payment directly through Bank, the bidders are requested to furnish the information in respect of their Bank Account as per format **Annexure - VII** on Rs.100/- Non Judicial Stamp.

Other clause, terms and conditions of the Tender specification No. CMD/MK/04/240 due for opening on 03/01/2012 shall remain unchanged and applicable.

**CHIEF GENERAL MANAGER (PUR),
O/o CMD, MPMKVV CO.LTD. BHOPAL**

Annexure – VII

UNDERTAKING BY M/S FOR ACCEPTING PAYMENT THROUGH “DIRECT CREDIT” INTO THEIR BANK ACCOUNT

THIS DEED OF UNDERTAKING executed this of Two Thousand and Eleven by -----, a Company/ Firm incorporated under the laws of Companies Act 1956, and having its Registered Office at (hereinafter called the “Supplier/ Contractor” which expression shall include its successors, executors and permitted assigns) in favour of Madhya Pradesh Madhya kshetra Vidyut Vitran Company Limited a Company incorporated under the Companies Act, 1956 and having its Registered Office at Nishtha Parisar, Bijalee Nagar, Govindpura, Bhopal (hereinafter called the MPMKVVCL” which expression shall include its successors, executors and permitted assigns).

WHEREAS the “Supplier/Contractor” received Purchase Orders /Works Orders/ Contracts Orders, hereinafter called “Order” from MPMKVVCL and that the “supplier/Contractor” has agreed to supply goods/ services to the “MPMKVVCL” according to various orders awarded on the former by the latter and pursuant to the terms and conditions of these “Order” the payments against “Bills” are released by “MPMKVVCL” in routine from time to time. Also, in addition to the present “Orders” the “Supplier/ Contractor” generally has or may have similar ongoing business transactions with the “MPMKVVCL”.

AND WHEREAS, the “Direct Credit” is a facility being offered by MPMKVVCL as per the Terms of the undertaking and MPMKVVCL is within its rights to deny or withdraw if the “supplier / Contractor” is found to be acting in violation of the terms of service under taking.

AND WHEREAS among the various prevalent modes of effecting payments, the mode of “Direct Credit” into contractors specified bank account through system like Banks’ RGS/NEFT mode is considered to be a convenient and efficient mode of payment, subject to the convenience and practicality of the same at “MPMKVVCL” end, and the “supplier/ Contractor” desires for release of payment, against the bills submitted to “MPMKVVCL” through this mode.

And whereas, the “Supplier/Contractor” agrees to avail the “Direct Credit” channel for receiving sums due against the bills and that the “Supplier/Contractor” accepts such terms regulations, conditions, stipulations laid down by MPMKVVCL form time to time for the purpose.

1. That the “Direct Credit” being offered shall be extended to the “supplier/Contractor” on whom a valid order has been placed by the MPMKVVCL and the “bills” of whom shall be directly credited to the bank account held in the name and title of “Supplier/Contractor”, as per the request of the Supplier /Contractor in this deed of undertaking.

2. MPMKVVCL presupposes, and the same is acknowledged by the “Supplier/Contractor”, that the MPMKVVCL shall rely upon all electronic communications, orders or messages to Its banker for Direct Credit” facility offered by MPMKVVCL.

3. And whereas, the “Supplier/ Contractor” agrees to execute from time to time necessary agreement form(s), authority letter(s) and any other related documents for this purpose, for availing the “Direct Credit” facility offered by “MPMKVVCL”.
4. And the MPMKVVCL shall not be liable for any direct, indirect or consequential loss or damage sustained by the “Supplier/ Contractor” by any direct or indirect use of or reliance on the electronic communication, orders or messages. MPMKVVCL shall also not be liable to “Supplier/ Contractor” for any loss or damage caused arising in connection with the “Direct Credit” facility and/ or this Agreement, on account of interruption or stoppage of “Direct Credit” facility arising on account of circumstances not attributable to MPMKVVCL or beyond control of the MPMKVVCL or as contained in other clauses of this agreement.
5. That although MPMKVVCL shall strive to maintain the availability of facility to the “Supplier/Contractor” the same is not guaranteed by MPMKVVCL and MPMKVVCL does not accept any responsibility for not effecting or not completing any transaction entered through the “Direct Credit” facility due to any break-down in computer hardware or software systems including any break-down on internet services or any other event.
6. Provided that MPMKVVCL shall not withhold payment to the “Supplier/Contractor” without sufficient cause, which shall be informed by MPMKVVCL to the “supplier/Contractor” on the finding of such sufficient cause.
7. And that, MPMKVVCL reserves the right to modify, change, add or cancel the facility of “Direct Credit” offered, the changes will be notified to the “Supplier/Contractor”.
8. That, notwithstanding the conditions in Clause 1 to 7 stipulated above, the MPMKVVCL reserves the right to withdraw the facility of “Direct Credit” anytime without notice and without assigning any reason whatsoever.

Obligations of the “supplier /Contractor”

1. The “Supplier/Contractor” agrees to pay charges/fees, if any, for the “Direct Credit” facility as may be charged by the bankers of MPMKVVCL prescribed from time to time.
2. In support of above information we, the “Supplier/Contractor” hereby enclose a blank cancelled cheque indicating the ECS Number of out branch along with deed.
3. The “Supplier/Contractor” hereby undertakes and agrees to protect MPMKVVCL against all claims and liabilities arising directly or indirectly due to any delay in payment.
4. Any dispute between “Supplier/Contractor” and the MPMKVVCL with regard to the transactions done through “Direct Credit” facility will be subject to the jurisdiction of the competent Courts at Bhopal and will be governed by Indian Laws in force from time to time.
5. By signing the undertaking the “Supplier/Contractor” hereby confirms that the Terms of the facility herein contained shall constitute the agreement between MPMKVVCL and the Supplier/Contractor” for the use of the “Direct Credit” facility.
6. Authorized signatory confirms that he/they is /are duly authorized by the “Supplier /Contractor” to execute this agreement, through the resolution passed by the Board of Directors, copy of which is annexed.

NOW THEREFORE THIS UNDERTAKING WITNESSTH as under:

1.0 In view of evident convenience and efficiency accruable due to such mode of payment we “Supplier/Contractor” do hereby declare that tender our consent to bear the bank charges or any other charges associated with the operation of the said mode of payment i.e. the mode of “Direct Credit” into “Supplier/ Contractors” designated bank account through Bank’s appropriate system e.g. RTGS/NEFT, online Internet Banking etc. The “MPMKVVCL” shall be at liberty to deduct or recover such charges from us in any manner including deduction from our bills, claims, deposits, etc., even though not spelt out in the “Order”.

2.0 We the “Supplier/Contractor” further declare that for the purpose of facilitating such payments, we tender following particulars of our bank account:

Name of Company/ Firm (“Supplier/Contractor”)	
Income Tax Permanent Account Number	
Name of Bank	
Name and title of the Account	
Name and address of the Bank Branch	
Contractor’s Bank Account No. In Which payments is to be transferred.	
ECS Code as detailed in the “Supplier/ Contractor” Cheque Book.	
IFSC code of the Band Branch	
SWIFT code of Bank Branch	
IBAN code of Bank Branch	

3.0 Without affecting the generally and total responsibility in terms of this Deed of Undertaking, We “Supplier/Contractors” hereby undertake to immediately provide any other information/particulars required by the “MPMKVVCL” in this regard in the form of fresh Undertaking. We also undertake to inform any changes in these particulars immediately to the MPMKVVCL in the form of a fresh Undertaking, and agree to the condition that any payment due on that day shall not be released till the changes are duly accepted and implemented in MPMKVVCL “Direct Credit” System or as may be advised by the MPMKVVCL in this regard.

4.0 We, the “Supplier/Contractors” further declare that credit of monies, with or without deduction of Bank charges into our above-mentioned accounts shall be comprehensive and complete legal discharge of MPMKVVCL’s payment liability to the “Supplier/Contractor” in respect of bill/claim to which the payments relates to, so far as the mode of payments is concerned.

5.0 We further declare that we fully understand that the exercise of mode of payment as mentioned above is at the sole discretion of the “MPMKVVCL”, and “MPMKVVCL” is at liberty to make due payments with the existing or any other prevalent mode of payment as per its convenience and practical consideration.

6.0 Changes, if any ,of the information given in this document, constitution of the firm etc. shall be intimated by the “Supplier /Contractor” to MPMKVVCL on immediate basis, on a similar undertaking and that “MPMKVVCL” shall not consider any subsequent changes without similar undertaking by the “Supplier/Contractor”.

“MPMKVVCL” will not be held accountable for any wrong payment in case the “Supplier/ Contractor” falls to intimate timely regarding the above charge.

IN WITNESS WHEREOF/THEREOF the Contractor have through their Authorized Representatives executed these presents and affixed Common seal /seals of their respective Companies /firms on the day, month and year first above mentioned.

Further, we being the corporate entity i.e. A Company constituted under the Companies Act, 1956, this undertaking is also supported by a Board resolution attached herewith. (Applicable in case of Companies / any other authority in case of Firm Proprietary Concern Society etc)

WITNESSES

1. (Signature of Authorized Representative)
(Name in Block Letter) Name:
(Address) Designation:
Common Seal of Company/Seal of Firm

2.
(Name in Block Letter)
(Address)

[Note: - The Deed of Undertaking shall be attested by Notary Public of the place of the executants(s)].