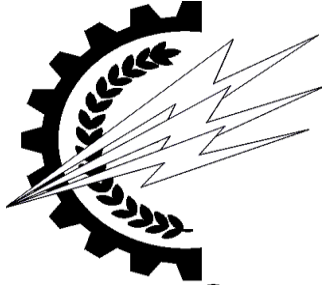


M.P.MADHYA KSHETRA VIDYUT VITARAN CO.LTD.

(A Wholly Owned Govt. of M.P. Undertaking)

BHOPAL



प्रकाश एवं विकास

**TENDER SPECIFICATION
NO.CMD/MK/04/233
(DUE FOR OPENING ON 05.11.2011)
FOR SUPPLY OF**

30 VOLT 100 AH LEAD ACID BATTERY

**CHIEF GENERAL MANGER (PURCHASE),
OFFICE OF THE CHAIRMAN AND MANAGING DIRECTOR,
M.P.MADHYA KSHETRA VIDYUT VITARAN Co. LTD.,
NISHTHA PARISAR, BIJLINAGAR, GOVINDPURA, BHOPAL-462023**

PHONE NO.(0755)-2678325, 2602033 to 2602036

FAX NO. (0755)- 2589821

Website – www.madhyavitaran.nic.in

OFFICE OF THE CHAIRMAN AND MANAGING DIRECTOR
M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD
NISHTHA PARISAR, GOVINDPURA,
BHOPAL - 462023

TENDER SPECIFICATION NO. CMD/MK/04/233
DUE FOR OPENING: ON 05.11.2011

Name of Item

30 VOLT 100 AH LEAD ACID BATTERY

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**OFFICE OF THE CHAIRMAN & MANAGING DIRECTOR
M.P.MADHYA KSHETRA VIDYUT VITARAN CO. LTD.,
(A Wholly Owned Govt. of M.P. Undertaking)
NISHTHA PARISAR, GOVINDPURA, BHOPAL-462023
PHONE NO. 0755-2678325, 2602033-36
FAX NO.0755-2589821**

Postal Order

No.....
.....

Tender issued to

M/s.....
.....

TENDER - FORM

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) the M.P. Madhya Kshetra Vidyut Vitaran Company Limited, Bhopal to supply the plant, machinery and materials and execute and do the several works and things which are described or referred to in the details of Technical Particulars attached to tender document No. CMD/MK/04/233 for supply of 30 Volt 100 AH Lead Acid Battery and its enclosure and in Schedules to the side details of Technical Particular copies of which are annexed here to and 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 reasonable to be referred from the said tender documents for the sums and at the rates sets out in Schedule-I annexed hereto.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith [if the questionnaire is not answered in full, 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)].

Date the ____ day of _____, 2011.

TENDRER'S SIGNATURE
(with seal)

TENDERER'S ADDRESS

**OFFICE OF THE CHAIRMAN & MANAGING DIRECTOR
M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD.
(A Wholly Owned Govt. of M.P. Undertaking)
NISHTHA PARISAR, BIJLINAGAR, GOVINDPURA, BHOPAL-23
PHONE NO. 0755-2602033-36 FAX NO.0755-2589821**

TENDER – NOTICE

MPMKVVCL, Bhopal, invites **online** bids from **manufacturers only** as per Tender Specifications on the website <http://mpmkvvc.mpeprocurement.gov.in>, under e-Procurement System as per details tabulated hereunder :-

Tender specification Number	Particulars	Approx. value (Rs. in Lakhs)	Tender fee (in Rs.)	Date of Pre-Bid Conference	Last date of purchase of tender document by making payment online	Date of opening of tender (at 3.30 pm)
CMD/MK/04/233	30 Volt 100 AH Lead Acid Battery	104.00	2000.00	21.10.11	29.10.11	05.11.2011

2. Tender documents can be purchased **only online** from <http://mmkvvc.mpeprocurement.gov.in> by making online payment for the Tender Document Fees upto **29.10.2011**.

3. The Bid Data should be filled in and the Bid Seals (Hashes) of all the envelopes and the documents which are to be uploaded by the Bidders should be submitted online upto as per time schedule (Key Dates).

4. **The Pre Bid Conference with CGM (PUR) O/o CMD (CZ) will be held on 21.10.2011 at 03.30 Pm.**

5. The **EMD** of Rs. 50,000/- in favour of Sr. A.O (HOAU), MPMKVV Co. Ltd. payable at Bhopal along with **hard copy** of offer duly filled in & **supporting documents excluding Price & Quantity** should be dropped in the Tender Box of Purchase Section, O/o CMD (CZ), Bhopal by due date of opening of respective tender by 1500 hrs.

6. Since the online bidders are required to sign their bids online using Class III – **Digital Certificates** only, hence they are advised to obtain the same at the earliest. For further information, Contractors are requested to contact **Nex Tenders (India) Pvt. Ltd.**, A-6 Sahyog Parisar, E-8 Shahpura, Opp. Maakhan Lal University, Bhopal – 462 039, Tel No. 0755-4075010, Mb. No. Mr. Nema-9754965249, Mr. Roy-9893639545 & Mr. Pankaj-9993075449/Email Address : bhopal@nextenders.com

(Note : It may take upto 4 working days to issue Digital Certificates)

1. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System. The Bidders are required to contact the Service Provider - Wipro – Nex Tenders to confirm their session in advance.

(iii) The complete tender would be available on MPMKVCL website www.madhyavitaran.nic.in but *only for* reference and for hard copy submission.

//save electricity//

**(SANJEEV P. PURANIK)
CHIEF GENERAL MANAGER (PUR)**

ANNEXURE – III**IMPORTANT INSTRUCTION TO BIDDER FOR SUBMITTING BID
AGAINST TENDER SPECIFICATION NO.CMD/MK/04/233**

1. Here are some of the very important instructions which every bidder should read carefully for compliance before submitting his bid.

2. The tender is in three parts as explained below:-

(a) **PART -I:** This part is fulfilling the requirement of deposit towards Earnest Money. The bidder in this envelope should put either the original money receipt in support of having deposited cash with Sr. A.O., MPMKVV Co. Ltd., Bhopal towards Earnest Money OR the Bank Draft for the purpose OR the photocopy of his permanent Registration with District Industries centre as SSI Unit of M.P. along with Competency Certificate for the items quoted duly attested by the General Manager of DIC of the area. Photocopy of valid registration certificate issued by NSIC, for small or medium scale unit, as the case may (as validity of certificate is three years as per NSIC, the certificate should be re-validated, in case date of issue / last re-validation is more than three years old). The permanent SSI units registered with DIC should invariably produce the competency certificate issued by the Industries Department indicating their latest production capacity etc.

(b) **PART-II:** - Envelope for this part shall contain Technical and Commercial aspects of the Bid and documents supporting the same.

(c) **PART-III:** - Envelope for this part shall contain only the Price Bid, Schedule-I

3. **METHOD OF SUBMISSION OF BIDS AND THEIR OPENING:**

(a) There have to be three envelopes for each of the Parts of the Bid as explained above in point No. 2. All the three envelopes shall then be put in one main envelope. The main envelope shall be super scribed as under:-

- | | | |
|-------|---|----------|
| (i) | "T.S. No. CMD/MK/04/233 DUE FOR OPENIGN ON 05.11.2011 | |
| (ii) | "THIS ENVELOPE CONTAINS THREE ENVELOPES TOWARDS PART-I, II AND III OF THE BID" | |
| (iii) | "IT IS CERTIFIED THAT WE CATEGORICALLY AGREE TO THE FOLLOWING CLAUSES OF THIS TENDER SPECIFICATION":- | |
| | (a) PAYMENT TERMS | : AGREED |
| | (b) SECURITY DEPOSIT | : AGREED |
| | (c) PENALTY | : AGREED |
| | (d) PERFORMANCE GUARANTEE | : AGREED |
| | (e) PRICE VARIATION | : AGREED |

In absence of above certification on the main envelope itself, the same shall not be opened and the offer shall stand rejected.

(b) Even, after certification on the body of the main envelope, if any ambiguity is found in any part upon opening of the main envelope or even after opening of the subsequent envelopes, the offer shall be rejected.

(c) In addition to the superscription as detailed above on the main envelope, each of the three envelopes towards Part-I, II & III are to be super scribed as under:-

“Part-I/II/III, as the case may be, of Tender Specification No.CMD/MK/04/233 due for opening on 05.11.2011”

(d) Upon successful verification of the fulfillment of the requirement of earnest money deposit on opening of envelope of Part-I, second envelope towards Part-II shall be opened on the same day. The price bid i.e. Part-III shall be opened on the same day or later on for the bidders who have fulfilled the eligibility criteria of the tender.

4. The questionnaire appended in Schedule-IV (A, B & C) should be very clearly answered.

5. The quoted prices should be VARIABLE as per IEEMA P.V. Formula and indicated strictly in the format appended with this Tender Specification in Schedule-I. The prices quoted in any other manner/format shall not be considered for evaluation of the tender.

6. The Company may not entertain any deviation from commercial terms & conditions as specified in the Tender Specification and the offers showing deviations may likely to be rejected.

7. Photocopies of the orders/performance reports received from other Electricity Boards/Govt. undertakings, Power Distribution Company's etc. should be enclosed, in case no orders received from MPEB in the past, the details of the past experience in respect of supply of tendered items either of MPSEB or of the other Boards/Utilities have to be given in Schedule-V (A).

8. The Permanent SSI units registered with DIC should invariably produce the competency certificate issued by the industry Department indicating their latest production capacity etc.

9.. All the SSI/NSIC units should quote/offer the quantity only to the extent they are registered with the SSI/NSIC. If after opening of the offer, it is noticed that they have offered quantity which is higher than their registration certificate then their offer is liable to be rejected and will not be read out. Similarly, inadequate amount of EMD corresponding to the offered value will lead to the rejection of their offer.

10. Offers of those bidders who have been debarred /black listed for future business with our company shall be summarily rejected.

11. Tenders in duplicate, must reach to the Chief General Manager (Pur), Office of CMD, MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Nishtha Parisar, Govindpura,

Bhopal, on the date and time as stipulated in the Notice Inviting Tenders. Tenders received after the due date and time will not be considered.

12. BASIC QUALIFICATION OF BIDDERS:

- a) The bidding is open only to manufacturer who provide satisfactory evidence:
- (i) As per clause -2 of Annexure-I enclosed herewith.
 - (ii) That they should have experience of manufacturing of 30 Volt, 100 AH Battery and supplying the same to SEBs, other Distribution Company's/Power Utilities etc. order copy in this regard is required to be enclosed in the tender.

13. TYPE TESTS:-

Submission of photo state copy of type tests duly attested by the Competent Authority for all the tests indicated in Clause-13 to Schedule-II (Part-A) as per IS:1651 of offered Battery Cell along with drawings of type tested Battery Cell duly sealed and signed by testing authority are compulsory. These type tests shall be for the test conducted at any independent reputed/recognized Govt. Laboratories. The type tests shall not be older than five years on the date of opening of Technical & Commercial Bid. The type tests beyond this limit shall not be considered. In absence of non-submission of type test certificate along with the offer as per tender condition, the offer is likely to be rejected. The tenderer should also confirm that they will supply the material exactly for which the type tests have been carried-out. The tenderers are requested to furnish details of type tests in the Schedule-III annexed and to be kept in envelope Part-II (Commercial/Technical Bid).

14.. POOL RATES:

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

15. To enable us quick and easy examination and evaluation of the bids, it is advised to follow below mentioned instructions while submitting bids (in duplicate):-

- (a) Photocopies of the orders/performance reports received from other Electricity Boards/ Govt. undertakings etc. should be enclosed, in case no orders received from MPSEB in the past, the details of the past experience in respect of supply of tendered items, either of MPSEB or of the other Boards/Utilities have to be given in Schedule-V (A).
- (b) The documents should be put in Part-II of the Bid in the following sequence:-
 - (i) Tender form in original (duly signed).
 - (ii) Schedule-III (Details of Type Tests carried out on Equipments along with copy of Type Tests reports/certificate.

- (iii) Schedule-VI (Source of procurement of raw material along with copy of invoice).
- (iv) Questionnaire duly answered (Schedule-IV Part-A, B & C).
- (v) Schedule-V (Part-A) (towards performance & past experience).
- (vi) Schedule-V (Part-B) (towards commercial deviations).
- (vii) Schedule-V (Part-C) (towards technical deviations).
- (viii) Schedule-II (A) [Guaranteed Technical Particulars duly filled-in].
- (ix) Certificates towards capacity, sales tax clearance, income tax return.
- (x) Printed literatures towards technical specification etc.
- (xi) Any other documents required as per the tender.

(c) In part-III of the Bid, only price bid has to be kept, which should be strictly as per our prescribed format (Schedule-I).

16. SUBMISSION OF OFFER

The commercial and technical bid as mentioned in above clause 15 (b) should be put-up in the sequence mentioned therein i.e. all schedules should be filled up and submitted in sequence and their related enclosures shall be submitted after all schedules in same order as per the order of schedules. The complete offers shall be page numbered and index should be affixed on top indicating page no. of all schedules and Enclosures & should be hard bonded, so that it cannot be opened. Two sets of such offers should be submitted indicating original and duplicate offer. If the both copies of offers submitted by tenderers are not hard bounded, the offer will be rejected and price bid will not be opened.

(Sanjeev P. Puranik)
CHIEF GENERAL MANAGER (PUR),
O/o CMD, MP MKVV CO.LTD., BHOPAL

A N N E X U R E - I

GENERAL INSTRUCTIONS TO TENDERERS

1. GENERAL

Chief General Manager (Pur) on behalf of "The Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd." herein-after referred to as "Company", will receive Online tenders/ bids for supply of materials/equipments in accordance with the attached specifications for supply to Area Stores at **Bhopal, Gwalior and Guna** only in Madhya Pradesh.

2. BASIC QUALIFICATION OF BIDDERS

This bidding is open for **manufacturers** only who provide satisfactory evidence:-

- (a) That they are qualified Manufacturer who regularly manufactures 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 (The tenderer should submit atleast two copies of their Profit & Loss Account and Balance Sheet for the last two years including turn-over).
- (d) That, they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignment under this specification) of the Bidder or his Principal. If the present commitments are that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment/material corresponding to this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose shall also be furnished.
- (e) That, they have established quality assurance systems and organizations designed to achieve high level of quality equipment and reliability during his manufacturing activities.

3. EARNEST MONEY

- (i) The tenderer shall deposit the Earnest Money amount vis-à-vis the value of the materials offered as shown here under:-

	Value of Material	Earnest Money-Rs.
(a)	Upto Rs. 10,000/-	100.00
(b)	Above Rs. 10,000/- & upto Rs. 2.5 Lakhs	@ 1%

	Value of Material	Earnest Money-Rs.
(c)	Above Rs. 2.5 Lakhs & upto Rs. 3.0 Lakhs	2,500.00
(d)	Above Rs. 3.0 Lakhs & upto Rs. 7.0 Lakhs	5,000.00
(e)	Above Rs. 7.0 Lakhs & upto Rs. 15.0 Lakhs	7,000.00
(f)	Above Rs. 15.0 Lakhs & upto Rs.25.0 Lakhs	10,000.00
(g)	Above Rs. 25.0 Lakhs & upto Rs.35.0 Lakhs	15,000.00
(h)	Above Rs. 35.0 Lakhs & upto Rs. 50.0 Lakhs	20,000.00
(i)	Above Rs. 50.0 Lakhs & upto Rs.75.0 Lakhs	30,000.00
(j)	Above Rs.75.0 Lakhs & upto Rs.100.0 Lakhs	40,000.00
(k)	Above Rs. 100.0 Lakhs	50,000.00

(ii) The tenderers 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 limited to that quantity only.

(iii) The Earnest Money can be deposited in one of the following forms only:-

- (a) In cash, to be deposited with the Sr.A.O.(HOAU), MPMKVV Co. Ltd., Bhopal.
- (b) By Bank Draft in favour of "Sr.A.O.(HOAU), MPMKVV Co. Ltd., Bhopal".

No offer will be accepted without Earnest Money Deposit, unless exempted by the Board/Company. If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected and returned to the tenderer.

(iv) 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 date of opening of tender.**
- (b) **Small Scale Units registered with NSIC:-** 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) otherwise EMD has to be furnished by the tenderer.
- (c) The Medium/Large Scale Manufacturing Units, located in Madhya Pradesh (other than SSI/ Ancillary Units to MPSEB and Govt. undertakings) 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 respective Govt. for which documentary evidence must be furnished with the offer.
- (e) The photocopy of the NSIC/SSI Registration Certificate for the tendered items duly notarized/ attested by G.M./ Manager, DIC of the Area/ any officer

of Company not below the rank of E.E. shall be furnished with the offer. In case of unattested/un-notarized copy, the original certificate should be produced at the time of tender opening for verification.

- (ii) All the SSI/ NSIC units should quote/offer the material only to the extent they are registered for respective items with the SSI/NSIC organization.
- (iii) In case, the tenderer withdraws his offer during the validity period, after placement of order, the EMD amount shall be forfeited.
- (iv) **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. Madhya Kshetra Vidyut Vitaran Company Ltd., Bhopal is a Registered Dealer and TIN Number is 23263605361. Therefore necessary declaration form, wherever applicable, shall be issued after receipt of material at destination, by the M.P. Madhya Kshetra Vidyut Vitaran Company Ltd., Bhopal. 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. Please note that 'C' forms for claiming concessional sales tax shall not be issued in case of following items:-
 - (i) Typewriters,
 - (ii) Stationery,
 - (iii) Furniture &
 - (iv) Other goods not used in the process of Generation/Transmission/ Distribution of Electricity Energy.
- c) Excise duty and Sales Tax/Commercial Tax/VAT 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 Company 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, MPMKV Co. Ltd., Nishtha Parisar, Bijalinagar, Govindpura, Bhopal (MP) 462023, 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 Company shall not assume any responsibility for any postal delays either for the late receipt of documents by tenderer or late receipt of bids by the Board/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 Company 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 lumpsum, instead of unit prices as required in the tender specifications, Company can summarily reject such incomplete tender.

12. PRINTED TERMS AND CONDITIONS IN BIDS

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

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 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.

Tenderers 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 tenderer does not comply, tender will be rejected.

18. LANGUAGE OF BIDS

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

19. INCOME TAX/SALES TAX CLEARANCE CERTIFICATE

The tenderer shall furnish Income Tax/Sales Tax clearance certificates from competent authority. Alternatively, the tenderer shall give reasons for his inability to furnish such a clearance certificate. The Company reserves the right to reject any tender if Income Tax & Sales Tax clearance certificates or the reason for the tenderer's inability to furnish such a certificate are not furnished.

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.

Should the tenderer 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 "B" and "C" stating fully the reasons thereof. Unless this is done, these conditions and specified specifications will hold good, as acceptable to the tenderer.

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 tenderer 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 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 tenderer 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", **Schedule. Submitted Online only** in addition to tender specification No., Name of Item & tenderer. 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 Company's PAYMENT TERMS, PENALTY, SECURITY DEPOSIT and PERFORMANCE GUARANTEE & PRICE VARIATION (WHEREVER APPLICABLE) CLAUSES, as mentioned in tender specification, are acceptable to the tenderer. This certification shall be in the following manner:-

**TENDER SPECIFICATION NO. _____ DUE FOR OPENING ON _____
FOR PROCUREMENT OF _____**

THIS ENVELOPE CONTAINS 3 SEPARATE ENVELOPES FOR:-

- (i) PART-I : "EARNEST MONEY DEPOSIT"
- (ii) PART-II : "COMMERCIAL AND TECHNICAL BID"
- (iii) PART-III : "PRICE BID" (Online)

Note:- Price Bids are to be submitted mandatorily 'ONLINE' and shall not be accepted in physical form in any case.

TO,

**THE CHIEF GENERAL MANAGER (PUR),
M.P. MADHYA KSHETRA VIDYUT VITRAN CO. LTD.,
NISHTHA PARISAR, BIJALINAGAR, GOVINDPURA,
BHOPAL (MP) - 462023**

**IT IS CERTIFIED THAT WE AGREE THE FOLLOWING CLAUSES OF
TENDER SPECIFICATION:-**

- (i) PAYMENT TERMS : AGREED
- (ii) SECURITY DEPOSIT : AGREED
- (iii) PENALTY : AGREED
- (iv) PERFORMANCE GUARANTEE : AGREED
- (v) PRICE VARIATION : AGREED

**SIGNATURE OF TENDERER
STATUS & 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.

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 tenderers 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 tenderers.

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:-

- (f) After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the tenderer 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 Company, shall be submitted by the tenderers, either at the time of scrutiny of tender or within the time prescribed. **Any deviations from payment terms, penalty, security deposit and performance guarantee clauses of tender specification shall not be acceptable, in any case and the offer shall be liable for rejection out-rightly.**
- (g) As a result of discussions and clarifications obtained in writing on Commercial & technical matter, the tenderer shall be free to indicate the effect of such changes on their prices and submit a sealed "Supplementary Price Bid", within the specified time to take care of any deviations/alterations on account of changes in Commercial & Technical matters.
- (h) The bidder shall not be allowed to change their original price bids. In case deviations and clarification on Commercial and Technical matters are not submitted by the tenderer within the time prescribed by the Company then the Company reserves the right to refuse to open the original price bids Part-III. Thus, the tenderer should ensure that their tender is strictly in conformity with the specifications.
- (i) It is, therefore, necessary for the tenderer, in his own interest to submit a "Supplementary Price Bid" in the sealed cover stating that in spite of clarifications, he does not want to revise his original Bid. This will avoid confusions/misinterpretations. Otherwise, failing which, Company's decision, shall stand as binding.
- (j) The date of opening of "Part-III i.e. PRICE BIDS" shall be notified to the tenderers, whose bids are found to be commercially & technically acceptable.

- (k) The decision of the Company in this respect shall be final and acceptable to the tenderer.

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 tenderers 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 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 tenderer who have participated in the tender shall be allowed to attend the tender opening.

30. 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 tenderer for the same item. The Company shall assign no reasons for this and the same will be binding on the tenderers.

31. CHANGE OF QUANTITY

The quantity indicated the Schedule-I is tentative and 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 tenderers are advised to quote their own individual rates. It may please be noted that if more than one tenderer quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Company. It may also please be noted that the competitive rate quoted by each tenderer may be one of the main criteria for quantity to be ordered on each successful tenderers.

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

ANNEXURE - II

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PRICES AND STATUTORY LEVIES

1.1 It is obligatory that F.O.R. Destination(anywhere in M.P.) prices are quoted for consignee Area Stores as listed in Annexure-IV, giving break-up of the following elements:-

- a) Unit Ex-works/Ex-godown rate including packing charge and forwarding.
- b) Excise duty applicable on ex-works price as on the date of Bid.
- c) Sales Tax:- i) C.S.T. ii) M.P. Commercial Tax iii) VAT.
- d) Freight Charges
- e) Any other Levy/Taxes.
- f) In case of exemption from excise duty and/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.

1.2 Any charge as may be applicable as per law in force, must be clearly specified otherwise any of such silent charges, even if statutory charges, shall not be payable in the event of any order.

1.3 The basic order shall be placed on ex-factory price inclusive of packing charges. Sales Tax/Commercial Tax shall be paid on elements of ex-factory price, excise duty. Freight charges will not form part of price for the purpose of Excise duty. If legally applicable, this should be clarified in the bid.

1.4 Sales Tax/Commercial Tax and Excise Duty shall not be paid on freight elements, in any case.

1.5 The payment of statutory levies such as Sales Tax/Excise Duty against the contract shall be made on the basis of rate prevailing during the contractual delivery period only and on applicable quantity due to be actually delivered.

1.6 In case, supplies against the contract 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, downwards revision then the delayed supplies beyond contractual delivery period will attract reduced rate of statutory levy(ies).

1.7 In case of delay in supply, if the supplier is able to prove that the delay involved in due to force majeure conditions, as detailed in the "Force Majeure" 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 claim for Sales Tax/Excise Duty shall be accepted and payment shall be released accordingly.

1.8 Pending decision on the request of the supplier, for condonation 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, financial losses will be to supplier's account.

2. PRICE VARIATION:-

Price Variation shall be admissible as per the Price Variation formula specified in the Tender. No deviation is acceptable. In case of any deviation, indicated by the tenderer, the offer will be liable for rejection.

While claiming the price variation, the supplier shall furnish the relevant circulars/price indices. The claim towards price variation, if any, shall be submitted directly to the Director (F&A), MP MKVV Co. Ltd, Bhopal alongwith the relevant indices and other required documents.

For the purpose of calculation of P.V., 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.

2.1 TRANSIT RISK

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The Company 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 Company etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier'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 Company 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 tenderer 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 Company's inspecting officer/ representative of third party consultant deputed by the company before despatch. The supplier shall extend all reasonable and necessary testing help to the inspecting officer of the Board/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. 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 despatch the material unless specific despatch instructions are issued by the Purchase Section of Company or any other authorized officer of the Company.
- iv) In case the inspector deputed for inspection does not find the offered lot ready, the Company reserves the right to recover from the supplier, such charges as may have been incurred towards arranging such inspection. These charges have been mentioned in clause 8 below.

7. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING

- i) The Company, at its option, will inspect the material on order during its process of manufacturing including the inspection of raw material and will request the supplier to carry out such tests as may be necessary to ensure proper quality check. Samples of components of the material shall be subjected to quality check by the inspecting officer during manufacturing. In the event of stage inspection, if any discrepancy is noticed, the supplier shall be given immediate notice to suspend further manufacturing until corrective measures are taken and the process cleared.
- ii) **FACTORY INSPECTION :-**
The factory inspection of the tenderers, who have not executed any order of Company/MPSEB, may be carried out before placing detailed order or during pendency of the order, the factory inspection may be conducted by Company'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 Company 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

- (i) Contractual Formalities & arrangement of raw material shall be completed within one month from the date of order and supply to be completed in two equal quaterly installments from the date of order . Wherever the quantity is small, the delivery may be changed accordingly.
- (ii) The material should be delivered to the consignees within 21 days from the date of issuance of despatch instructions/clearance. Any delay in delivery beyond this period shall attract penalty even though offer for pre-delivery inspection is made timely within the terminal date of delivery.
- (iii) **Deferment of deliveries**
Company reserves the right to defer or reschedule the delivery. In case of Variable prices, the Price Variation and any other statutory levies will be payable as applicable, however, in case of FIRM prices, no variation in price and any other statutory levies will be payable.

10. FORCE MAJEURE

Force majeure 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 Company 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 Company shall be binding on the firm.

11 TERMS OF PAYMENT

11.1 Subject to completion of all contractual formalities, 100% payment including all duties 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 (MRC) issued by the consignee.–The Company shall not be liable for payment of any interest on delayed payment.

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.
- 11.2 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.
- 11.3 The following documents will have to be forwarded to the paying authority along with bills in triplicate :-
- a. Bill/ Invoice.
 - b. Xerox copy of despatch documents i.e. RR/ MTR etc.
 - c. Despatch clearance/instructions.
 - d. Photo-copy of Excise Duty gate pass (wherever applicable).

- 11.4 For payment, the invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to the Director (F&A), O/o CMD, MPMKVV Co. Ltd, Bhopal for value more than Rs. 2.50 Lacs. The bills valued upto Rs. 2.50 Lacs, should be submitted to concerned Sr. Accounts Officer/Regional Accounts Officer.
- 11.5 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.

12. PENALTY

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 Company 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. Company 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

- 13.1 If during the course of 24 months subsequent to the date of receipt of consignment any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangements on these accounts will be made by the supplier.
- 13.2 The said material if required to be replaced, shall be collected by the supplier/firm from Area Stores/ work site at their own cost and at their own responsibility. These materials will like-wise be returned duly repaired/ replaced and tested subsequently by the supplier to the destination indicated on "FREIGHT PAID BASIS" at their cost in a reasonable time of 30 days from the date of intimation. The guarantee period as stipulated in clause 13.1 above shall also be applicable for repaired/replaced material, which shall however be counted afresh from the date of its delivery in our stores/site.
- 13.3 Further, it is clarified that all the charges towards carrying out repairs including packing, forwarding, loading, unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.

- 13.4 All equipment/ line materials reported failed within the specified guarantee period may be replaced free of cost by the supplier/ manufacturer.
- 13.5 Actual cost of dismantling and replacement of these equipments/ materials with the new ones may be charged to the supplier's account.
- 13.6 To and fro transportation cost of such failed equipment may also be borne by the supplier/ firm.
- 13.7 In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may interalia include blacklisting of the firm for future business with the Company for a certain period.

14. SECURITY DEPOSIT

- 14.1 On acceptance of offer, the supplier will have to deposit an amount of 10% of the total value of the order in cash or Demand Draft or Bank Guarantee as Security Deposit.
- 14.2 Cash to be deposited with Senior Accounts officer, MPMKV Co. Ltd., Bhopal and original receipt produced to this office shall be returned after conveying the acceptance of Security Deposit.
- 14.3 Demand Draft to be drawn in favour of Senior Accounts officer, MPMKV Co. Ltd., Bhopal drawn on any nationalized/scheduled Bank and payable at Bhopal.
- 14.4 Bank Guarantee in lieu of cash deposit on any nationalized/ scheduled bank strictly as per Company's proforma (to be supplied along with the order) valid sufficiently to cover the guarantee period.
- 14.5 All SSI Units registered with Industries Department of MP shall be 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 only.
- 14.6 The Security Deposit shall have to be deposited within 30 days of issue of order.
- 14.7 The Company shall forfeit the security deposit in the event of non-execution/ part execution of the orders/poor performance of supplier/contractor besides invoking the Penalty Clauses.
- 14.8 The Security deposit shall be returned to the successful tenderer 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 tenderers/ suppliers.
- 14.9 No interest shall be paid by the Company 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 tenderer'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

The Company reserves the 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 within six months from the date of order.

17. PRICE CONSIDERATION ZONE (10% Above Lowest Acceptable Rate) :-

Subject to fulfilling the financial, experience and techno-commercial criteria, the MPMKVVCL reserves the right to distribute the quantities amongst the bidders other than lowest also. The counter offer shall be limited to the bidders whose computed FOR rate including taxes, duties and freight, other levies is within the price band of 1.10 times of the lowest acceptable offer.

The offers of lowest 3 bidders confirming acceptance to all commercial and technical terms and conditions as also meeting technical requirements as per tender specifications and whose quoted prices are within above price consideration zone of 10% above Lowest Acceptable Rate shall be considered eligible.

18. OFFERED QUANTITY:-

The bidder who has quoted/offered the **Lowest Acceptable Rate** will be required to accept the quantity allocated, if it is within the offered quantity by him. In the event of non acceptance, the bid security (EMD) shall be forfeited, alongwith punitive action against the firm including debarring the firm for a period of five years for any business with Discom.

19. UNSATISFACTORY PERFORMANCE

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

- (i) The bidders should not be debarred/black listed by any Discoms of MP including Central Zone Company. In such cases, the offers of such bidders shall be summarily rejected. An undertaking (self certification) to this effect has to be produced/enclosed by the bidders with their offer.
- (ii) In case of those bidders whose past performance has not been satisfactory against previous tenders of MPSEB / Companies formed on restructuring of MPSEB, they may not be considered for order. Following shall attribute to poor performance of a bidder:-
 1. Non-execution of previous order(s)/inordinate delay in supply of material.
 2. Failures of material in testing & non-replacement of the same by the supplier.
 3. Failures of material enmasse as reported by the field officers.

20. QUANTITY DISTRIBUTION AMONG THE ELIGIBLE BIDDERS

- i. **In cases where lowest acceptable F.O.R. destination rate is from a regular firm:**

60% of the proposed quantity to L1 bidder (limiting the same to offered quantity) and balance 40% quantity amongst L2 & L3 bidders falling within price consideration zone of 10% above L1 and at the price of L1. The order shall be placed to L3 when the offered quantity by L2 is less than the balance 40% and at the price of L1. However the bidders shall have to offer a minimum of 10% of the proposed quantity, below which there bid shall not be evaluated.

- ii. **In cases where lowest acceptable F.O.R. destination rate is from a New firm (not supplied material to Discoms of MP and whose supply performance is not known) and difference between L1 and other eligible bidders is within price consideration zone of 10%.**

Capacity of the L1 bidder or 50% of proposed quantity, whichever is lower, i.e. L1 bidder (subject to satisfactory inspection prior to placement of detailed order and limiting the same to offered quantity) and balance quantity amongst L2 & L3 bidders only falling within the price consideration zone of 10% above L-1 and at the price of L1. Order shall be placed to L-3 when the offered quantity by L-2 is less than the balance 50%, at the price of L1. However the bidders shall have to offer a minimum of 10% of the proposed quantity, below which their bids shall not be evaluated.

- iii. **In any of the cases of para 9d (i) and (ii) above where L2 and L3 do not accept the counter offers.**

If L2 & L3 bidders do not accept the counter offer for the quantity and price offered by the utility, the balance quantity shall be procured through retendering or by enhancement of the quantity on L1. The L1 will be required to accept the enhanced quantity provided it is within the offered quantity. In the event L1 does not accept enhanced quantity, as above, bid security shall also be forfeited. Suitable provisions in this regard shall be incorporated in the bid documents.

21. DESIGN AND INTER-CHANGEABILITY

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

22. TESTING FACILITY & TESTS TO BE CONDUCTED

The tenderer must give their production capacity, all about testing lab. and line testing facilities available with them in details for the tendered material. The tenderer 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.

23. 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.

24. 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.

25. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

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

26. 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.

27. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all Goods covered under procurement, shall have been produced, sold, despatched, 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.

28. CANCELLATION OF ORDER

28.1 The Company may upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- (a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
- (b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found 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 Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

28.2 In the event of such termination, the Company shall exercise its discretionary power as :-

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

OR

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

OR

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

- 28.3 Notwithstanding that the powers under clause (28.2a, b & c) referred to above, are in addition to the rights and remedy available to the Company under the general law of India relating to Contract.
- 28.4 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 clause 28.2(a) or (b) above, the supplier shall be liable to pay for any loss, which the Company may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.
- 28.5 The decision of the Company shall be final regarding the acceptability of the stores supplied by supplier and the Company shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/ material.
- 28.6 In the event, Company does not terminate the order as provided in clause 28.1 & 28.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay as per clause 12 until supplies are accepted.

29. 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.

30. 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 Bhopal only.

31. RANDOM TESTING-

31.1 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 Company 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.

31.2 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.

31.3 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.

32. 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.

33. 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.

34. CORRESPONDANCE:-

Copies of all important correspondence on subject should be sent to Director(F&A), O/o CMD, MPMKV Co. Ltd., Bhopal, the concerned consignee, Sr. Accounts Officer/Regional Accounts Officer and to this office. In addition to the above, one statement showing the details of despatches made should be submitted to this office after completion of order.

35. CLIMATIC CONDITIONS

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	4 months
(viii)	Average annual rainfall	1250 mm
(ix)	Maximum wind pressure	150 Kg / Sq. m
(x)	Altitude not exceeding	1000 metres
(The limit of ambient temperature shall be 45°C peak and 35°C average over a period of 24 hours)		

(Sanjeev P. Puranik)
CHIEF GENERAL MANAGER (Pur),
O/o CMD, MPMKV CO. LTD., BHOPAL

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

S.No.	Name of Consignee	Name of Station to which Materials are to be despatched, if by Railway.	Concerned Sr.AO / R.A.O.
1	Addl.S.E./ E.E.(Stores), Area Store, MPMKV Co. Ltd., Bhopal	Bhopal (W-C.R.)	Bhopal
2	Addl.S.E./ E.E.(Stores), Area Store, MPMKV Co. Ltd., Gwalior	Gwalior (W.R.)	Gwalior
3	Addl.S.E./ E.E.(Stores), Area Store, MPMKV Co. Ltd., Guna	Guna (W.R.)	Guna

ANNEXURE-V**LIST OF SCHEDULED BANKS**

S.No.	Name of Sr. Accounts Officer/Regional Accounts Officer	Name of Bank
1	BHOPAL	State Bank of India, Sultania Road, Bhopal
2	HOSHANGABAD	State Bank of India, Hoshangabad
3	GWALIOR	State Bank of India, Jiwaji Chowk, Gwalior
4	GUNA	State Bank of India, Guna

SCHEDULE-I**(PRICE & QUANTITY)****(TO BE KEPT IN THE ENVELOPE PART III 'PRICE BID')**

S N	Description of item/ material	Qty. tendered (in nos.)	Qty. offered (in nos)	Unit Ex- works price includin g packing charges (Rs. per unit)	ED on Ex-works Price (indicatin g Amount) (Rs.)	Sales Tax/ VAT on ex-works Price + ED (indicating amount (Rs.)	Forward ing & freight Charges (Rs.)	Any other levy/ duty etc. (Rs.)	Total FOR Destinat ion Price (Rs.per unit) (5+6+7 +8+9)	Entry Tax (Rs per unit)	Unit FOR destinati on price inclusiv e of all the charges, taxes & duties (10+11) (Rs. per unit)
1	2	3	4	5	6	7	8	9	10	11	12
1	30 Volt 100AH. Lead Acid Battery confirming to IS: 1651/1991 & as per technical specification in Schedule -II(A)	418 nos.									

Note:

- (i) Un-conditional discount, offered if any,
- (ii) As stated in clause-4 of Annexure I, M.P.M.K.V.V.C.L. is a registered dealer for availing the benefit of concessional rate of Sales/commercial tax. For this purpose, necessary declaration form shall be furnished after receipt of material at destination by the order placing authority. This shall be kept in mind by the bidder, while quoting the competitive prices.

PLACE:

DATE:

SIGNATURE OF TENDERER:

NAME IN FULL:

DESIGNATION/STATUS IN THE
FIRM

COMPANY SEAL

SCHEDULE – II (A)**TECHNICAL SPECIFICATION OF 30 VOLT 100 AH LEAD ACID BATTERY****1. SCOPE:-**

This specification covers design, manufacturing, testing and supply of 30 Volt 100 Ampere-Hour Lead Acid Battery, for use at 33/11 KV substations for feeding auxiliary supply to Switchgear equipments at the time of interruption in mains supply. The battery is to be supplied along with wooden stand/rack as per description in Clause-8 below.

2. CLIMATIC CONDITIONS:-

The climatic conditions at site, under which the equipment shall operate satisfactorily, are as mentioned in Clause-32 of Annexure-II “General Terms & Conditions of purchase” appended with this Tender Specification.

3. APPLICABLE STANDARDS:-

The cells of Lead Acid Battery shall conform to the requirements of IS 1651:1991 with latest amendment thereof.

4. STANDARD RATINGS:-

The standard rating for 30 Volt Lead Acid Battery shall be 100 AH.

5. CELL VOLTAGE:-

The nominal voltage of a single cell shall be 2.1 to 2.2 Volts.

6. CAPACITY AT ROOM TEMPERATURE:-

The battery set shall comprise of 15 cells with capacity not less than 100 AH at 10 hour rate of discharge to end voltage of 1.85 Volts per cell at room temperature not exceeding 32⁰C.

7. GENERAL DISCRPTION:-

7.1 Cells shall be supplied in glass containers having ample space provided below the plate for accumulation of deposit. The glass containers shall be sufficiently robust, transparent and free from flaws. The bidder may also quote for battery with hard rubber containers which shall conform to IS 1146:1981.

7.2 Lead Acid Battery, comprising of closed type cells shall be complete with plane/tubular type positive plate assemblies, glass boxes, lids, micro porous plastic separators, polystyrene dowels and buffers, inter cell connectors & bolts and nuts. The battery shall be offered complete with (i) inter row connectors, acid

- jars and packing case (ii) stands (iii) stand insulators (iv) cable sockets for end and tapping connections.
- 7.3 The sulphuric acid and water used for the preparation and maintenance of electrolyte shall conform to IS 266:1977 and IS 1069:1964 respectively.
- 7.4 The separators used shall be either wooden or synthetic. The wooden separator when used shall conform to IS 652:1960 and the synthetic separators to IS 6071:1986.
- 7.5 The venting device shall be of anti-splash type with more than one exit hole and shall allow the gases to escape freely but shall effectively prevent acid particles or spray from coming out.
- 7.6 A suitable electrolyte level indicator indicating lower and upper limits shall be fitted to facilitate checking of electrolyte level in opaque containers. The materials used shall be acid proof and shall not deteriorate during service.
- 7.7 The manufacturer's identification shall be embossed/impressed on the connectors.
- 7.8 Where it is not possible to bolt the cell terminals directly to assemble a battery, separate lead, copper or aluminum connectors of suitable size shall be provided to enable connection of the cells.
- 7.9 The material for bolts and nuts shall be brass./stainless steel. Bolts and nuts for connecting the cells shall be effectively lead-coated to prevent corrosion.
- 7.10 Open cells shall be provided with spray arrestors of adequate area over the plates. These may be of glass sheet at least 3 mm. thick and shall be adequately supported.

8. **MOUNTING STAND:-**

The cells shall be accommodated in double tier stand constructed of selected timber and painted with 3 coats of acid proof paint. Necessary paint for this purpose shall be supplied. No metal fastenings shall be used. The stands shall be supported to insulators to obtain necessary insulation from earth and there shall be insulators between each cell and stand. The price of stand shall be included in the cost of the battery.

9. **TERMINALS:-**

Separate terminals shall be provided for connecting load and charger leads to the battery terminals. All terminals shall be of M-12 size. Suitable copper lugs shall be provided by the supplier for use of the purchaser for connecting the load wiring.

10. **ACCESSORIES:-**

- 10.1 The following accessories shall be supplied along with each battery and price for the same shall be included in the cost of the battery:-
- (i) One battery logbook.

- (ii) Two copies of printed maintenance instruction sheet and instruction for filling, initial charging.
- (iii) One no. cell testing voltmeter (3-0-3 volts) complete with leads.
- (iv) One no. floating hydrometer.
- (v) One no. syringe hydrometer.
- (vi) One no. thermometer (0 to 100⁰C) with specific gravity correction scale.
- (vii) One set of suitable insulated spanners.
- (viii) One no. acid resisting funnel.
- (ix) One no. acid resisting jar.
- (x) One pair of rubber gloves.
- (xi) One no. eyes protective goggle.
- (xii) One no. PVC apron

10.2 Please note that if any of the above mentioned accessories and spares are not required for the battery offered by bidder, the same should be brought clearly giving proper justifications with drawings. Any more accessories and spares other than those mentioned above, which the bidder feels necessary for the battery offered by him, may also be mentioned and the price of the same may be indicated separately.

11. **CHARGE RATE:-**

Fully discharged batteries should normally be recharged at 10 Amps. for 10 hours at room temperature. New batteries and old batteries at high temperatures may need more time. Trickle charge rate shall be about 50 to 100 mA.

12. **CELL DESIGNATION AND MARKING:-**

- 12.1 The practices indicated in relevant ISS shall be followed for cell designation purpose.
- 12.2 The following information shall be indelibly and durably marked on the outside of the cell:-
- (a) Indicating the source of manufacture
 - (b) Ah capacity at 10 hour rate
 - (c) Upper and lower electrolyte level in case of transparent containers
 - (d) Year of manufacture and
 - (e) Country of origin.
- 12.3 Each cell and battery may also be marked with the Standard Mark.
- 12.4 The polarity of the terminals shall be marked for identification. The positive terminal may be identified by "P" or (+) sign or Red color mark and the negative terminal may be identified by "N" or (-) sign or Blue color mark. Terminal marking shall be permanent and non-deteriorating.
- 12.5 The battery shall be supplied with warning plate located at conspicuous place specifying the use of "PARTICULAR ELECTROLYTE ONLY"(in block letters) & specifying the proper filling level of the electrolyte. Marking shall be permanent and non-deteriorating.

13. TESTS:-

The following tests shall be carried out in accordance with IS 1651:1991 with latest version thereof:-

(A) TYPE TESTS:-

- (a) Verification of constructional requirements
- (b) Verification of marking
- (c) Verification of dimensions
- (d) Test for capacity, Test for voltage during discharge
- (e) Ampere-hour and watt-hour efficiency tests
- (f) Test for loss of capacity on storage
- (g) Endurance Test.

Type tests for the tests conducted on the tendered item/material shall not be older than 5 years on the date of opening of Technical & Commercial Bid.

(B) ACCEPTANCE TESTS:-

The following shall constitute acceptance tests:-

- (a) Marking and packing
- (b) Verification of dimensions
- (c) Test for capacity, and
- (d) Test for voltage during discharge.

(C) ROUTINE TESTS:-

The battery shall be tested after manufacture as per the requirement of IS 1651:1991 (with latest amendment, if any). Two copies of test certificates indicating the results obtained during the tests shall be submitted.

14. TENDER AND CONTRACT DRAWINGS:-

- 14.1 The bidder shall submit with his tender all such drawings, instruction manuals, descriptive literature etc. as may be necessary for the proper understanding of his offer. In the drawings bidders shall indicate the name, make and rating of all components used.
- 14.2 It would be the bidder's responsibility to prove the adequacy of its design by submitting all technical particulars and relevant graphs to show suitability of battery for supplying emergency load on continuous basis for few hours without getting discharged.

15. MANUAL INSTRUCTIONS:-

15.1 The manufacturer shall supply one copy of instructions for initial treatment and routine maintenance during service with each battery.

15.2 The following information shall be provided on the instruction cards:-

- (a) Designation of cell or battery
- (b) Ah capacity
- (c) Nominal voltage
- (d) Manufacturer's instructions for filling, initial charging
- (e) Normal and finishing charging rates and
- (f) Maintenance instructions.

16. **GUARANTEED TECHNICAL PARTICULARS:-**

The bidders shall essentially fill up the enclosed Schedule of Guaranteed Technical Particulars of Battery offered by him.

17. **PACKING:-**

The battery shall be suitably packed in wooden crates suitable for handling during transit by rail/road, and secured to avoid any loss or damage during transit.

(Sanjeev P. Puranik)
CHIEF GENERAL MANAGER (PUR),
O/o CMD, MPMKV CO. LTD., BHOPAL

SCHEDULE – II (B)**GUARANTEED TECHNICAL PARTICULARS OF
30 VOLT 100 AMPERE-HOUR LEAD ACID BATTERY**

(To be kept in the envelope Part-II “Commercial & Technical Bid”)

Sl. No.	PARTICULARS	DESCRIPTION (offered by the bidder)
1.	Manufacturer's Name & places of manufacture	
2.	Reference Standard	
3.	Type designation of Battery Cell	
4.	Capacity of Battery Cell in AH at 27 C when discharge in 10 Hrs. to 1.85 V	
5.	Normal voltage of Battery Cell	
6.	Nos. of cells in each Battery Set	
7.	(I) Type and Material:-	
	(a) Cell Container	
	(b) Cell Cover	
	(c) Side Packing	
	(d) Positive Plate	
	(e) Negative Plate	
	(f) Separator	
	(g) Protector	
	(h) Float Plug	
	(i) Fill Plug	
	(j) Terminals	
	(k) Bolt, Nuts & Washer	
	(II) Cell arrangement Battery Bank System (Material & Nos.):	
	(a) Size of Wooden Stand	
	(b) Stand Insulator	
	(c) Cell Insulator	
	(d) Cell Number Plate	
	(e) Inter Cell Connector	
	(f) Inter Tier Connector	
	(g) Bolts, Nuts & Washers	
8.	Amount & Sp. Gravity of electrolyte per Cell required for first filling	
9.	Expected Sp. Gr. Of electrolyte at the end of full charge	
10.	Expected Sp. Gr. Of electrolyte at the end of discharge at 10 Hrs. rate	
11.	Initial Charge Current:	
	(a) Starting Rate (Amp)	
	(b) Finishing Rate (Amp)	
12.	Normal Charge Current	
13.	Equalizing Charge	

14.	Trickle Charge Current:	
	(a) Minimum	
	(b) Maximum	
15.	Open Circuit Voltage of Battery Cell	
16.	Close Circuit Voltage of Battery Cell	
17.	Normal Charging Time for initial charge at the starting rate	
18.	Normal Charging Time for initial charge at the finishing rate	
19.	Normal Charging Time after complete discharge	
20.	Voltage per cell at the end of charge at the quick charge rate	
21.	Voltage across Battery Terminals under quick charge rate	
22.	Voltage at specified tapping point when under quick charge	
23.	Watt hour efficiency at 10 Hrs. rate of discharge	
24.	Ampere Hour efficiency at 10 Hrs. rate of discharge	
25.	(a) Weight of cell complete with acid	
	(b) Weight of cell complete without acid	
26.	Internal resistance of the Cell	
27.	Recommended maximum period of storage before the first charge	
28.	Distance between the centers of cells when erected	
29.	Method of connection between cells i.e. whether bolting or some other methods	
30.	Overall dimensions of each Cell	
31.	Max. number of charge/discharge cycles required to reach the rated capacity	
32.	List of accessories and spares to be supplied with each battery	
33.	Whether dimensional, GA, Sectional Drawing of one cell and lay-out Drawing of one complete set submitted	
34.	Whether dimensional drawing of Wooden Battery Stand is submitted	
35.	Whether manual for installation initial charging, operation & maintenance of battery is submitted	
36.	Whether all type test reports of battery are enclosed	

PLACE:

DATE :

SIGNATURE OF TENDERER :

NAME IN FULL :

DESIGNATION/STATUS IN THE :

FIRM COMPANY SEAL :

SCHEDULE - III**Details of type tests of 30 Volt 100 AH Lead Acid Battery**

(To be kept in the envelope Part-II "Commercial & Technical Bid")

S.No.	Name of test	Clause of IS:1651	Name of testing authority & place	Type test Report No. & date
1.	Verification of constructional requirement	12.2		
2.	Verification of marking	12.3		
3.	Verification of dimensions	12.4		
4.	Test for capacity	12.5		
5.	Test for voltage during discharge	12.10		
6.	Ampere-hour and watt-hour efficiency test	12.9		
7.	Test for loss of capacity on storage	12.7		
8.	Endurance test	12.8		

PLACE :
DATE :SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/STATUS
COMPANY SEAL

SCHEDULE - IV**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.
(ii) Separate sheets should be used, wherever necessary.

1.	Name & Address of the Tenderer	
2.	Name & Address of the firm/ Company etc	
	(a) Registered office	
	(b) Factory/ works address	
	(c) Telegraphic address	
	(d) Telephone Nos.	
	(e) Fax Nos.	
3.	Confirm whether tenderer is a manufacturer	Yes/ No.
4.	Only manufacturer to give following particulars	
	(a) Address of factory	
	(b) Year of starting manufacture	
	(c) Whether same/similar materials manufactured earlier, (if yes, give reference	
	(d) Yearly/monthly production Capacity	
	(e) Maximum yearly production achieved so far	
5	Whether the firm is an MP SSI Unit	Yes/ No
	(a) If yes, write registration No.	
	(b) Whether documentary evidence regarding registration enclosed	Yes/ No
	(c) Items of registration	
	(d) Period of Registration	
	(e) Furnish latest copy of competency certificate	Yes/ No
6	(a) Whether the tenderer is old participant with MPSEB/Discoms	Yes/ No
	(b) If yes, whether document evidence enclosed.	
7.	Any other information that bidder May like to give	If yes, give details

PLACE:

DATE

SIGNATURE OF TENDERER

NAME IN FULL

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/ Cash with Sr. Accounts Officer, MPMKV Co. Ltd., Bhopal
	ii	(a) Amount of EMD	-	Rs.
		(b) Particulars/details	-	
	iii	If exempted, state whether the tenderer is	-	SSI Unit of M.P./ Small Scale unit registered with NSIC/ Fully owned State/ Central Govt. Unit.
	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.		State whether the quoted prices are FIRM/VARIABLE	-	
	a.	If Variable indicate base date.		
4.		Mode of despatch	-	By Rail / By Road
5.		DISCOUNT:-		
	i	Whether any rebate/ discount is offered	-	Yes / No
	ii	If yes, whether the rebate is unconditional /conditional	-	
	iii	Rate/ amount of rebate/ discount	-	
	iv	If conditional state condition	-	
6.		PAYMENT TERMS		
		Whether Company's terms of payment is acceptable to the tenderer (If no state conditions)	-	Yes / No
7.		DELIVERY PERIOD		
	a	Completion and supply rate from of the date of order.	-	
8.		PENALTY CLAUSE		
		Whether agreeable to Company's penalty clause	-	
9.		GUARANTEE PERIOD		
		Indicate guarantee period of material offered by you.	-	
10.		SECURITY DEPOSIT		
	a	Whether agreeable to furnish Company's Security deposit @10% of value of order for satisfactory execution of the order and to cover guarantee period.	-	Yes / No
	b	If not, indicate deviation, specifically	-	

11.	Indicate State, Central Sales Tax Registration Number (Please note that 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.	-	State Central
12.	EXTENSION ORDER		
	Whether you are agreeable to accept extension order for 50% quantity on the same rates, terms & condition, if any extension order is placed within 6 months from the date of placement of detailed order.	-	Yes / No
13.	Whether rates offered are applicable for part quantities also.	-	Yes / No
14.	Have you noted that you have quoted prices in the desired format	-	
	Please furnish photocopy of the clearance from the Sales Tax Department & Copy of Income Tax return and Profit and Loss Account and Turn over for last 5 years up to the last financial year have been enclosed.	-	

PLACE:

DATE

SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL

SCHEDULE - IV**PART "C" - TECHNICAL 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	Whether material offered is exactly as per the technical specification.	
	ii	If not, give details of technical deviation (Information may be given in deviation schedule given with documents for this purpose.	
2.		Whether the list of orders received during last 3 years from other State Electricity Board/NTPC & from other organization for similar materials is furnished.	
3.		Whether the tenderer has furnished details of manufacturing equipments and short history of plant.	
4.		Whether pamphlets/technical details literature along with drawing etc. furnished with the offer	
5.		Whether the tenderer agrees to furnish material test certificates in respect of chemical composition and physical properties, wherever required, from Govt./Govt. approved Lab. With each bath of supplies.	
6.		Whether details of manufacturing process furnished with offer.	
7.	i.	Whether all testing facilities are available. If so, give details and in case of non-availability of facilities indicate approved lab. available in surrounding areas where tests are proposed to be conducted.	
	ii	Whether you agree for inspection by Company's representative prior to despatch and bear the testing charges for all tests as per relevant standard.	Yes / No
8.		Please furnish/indicate the quality assurance programme/plan of your product being followed in your works.	

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL
DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL

UNDERTAKING

I, _____Sole proprietor/ partner of M/s.
_____ is giving undertaking that details given are correct to
the best of my knowledge and I agree to abide by all your tender/order terms and
conditions.

PLACE:

DATE

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE-V**PART "A"****SCHEDULE OF PAST EXPERIENCE**

Tenderer's Name & Address:

To,

The Chief General (Pur),
O/o CMD (CZ),
MPMKVV CO. Ltd,
Bhopal (MP)

Dear Sir,

Sub: - **Performance/ past experience.**

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

Sl. No.	Purchaser's Name and Address	Order Number and Date	Ordered Quantity	Quantity supplied	Value of Order
1	2	3	4	5	6

PLACE:

DATE

SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL

Note: - Photocopy of the orders & performance reports received from other State Electricity Boards/ Govt. undertakings etc. should be enclosed.

SCHEDULE-V**PART "B"****SCHEDULE OF COMMERCIAL DEVIATIONS**

Tenderer's Name & Address:

To,

The Chief General (Pur),
O/o CMD (CZ),
MPMKVV CO. Ltd,
Bhopal (MP)

Dear Sir,

Sub: - **Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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

SCHEDULE-V**PART "C"****SCHEDULE OF TECHNICAL DEVIATIONS**

Tenderer's Name & Address:

To,

The Chief General (Pur),
O/o CMD (CZ),
MPMKVV CO. Ltd,
Bhopal (MP)

Dear Sir,

Sub: - **Technical Deviations.**

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

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE: SIGNATURE OF TENDERER
NAME IN FULL
DATE DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per tenderer's requirements and shall be annexed to this.

SCHEDULE-VI

(To be kept in the envelope Part-II, Commercial/Technical Bid)

SOURCE OF PROCUREMENT OF MATERIALS

S.No.	Source of procurement of raw material	Place of manufacture	Place of testing & inspection
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SIGNATURE OF TENDERER

WITH SEAL OF FIRM

NAME :

DESIGNATION :

DATE:

PLACE:

SCHEDULE-VII**PRICE VARIATION CLAUSE FOR LEAD ACID BATTERIES**

The price quoted/confirmed is based on the input cost of raw material and labour cost as on the date of quotation and the same is deemed to be related to the price of lead ingot and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in this price/index number, the price payable shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{P_0}{100} \left(40 + 30 \frac{LD}{LD_0} + 30 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P₀ = Price quoted/confirmed.

LD₀ = Price of lead ingot (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

W₀ = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 1982 = 100).

This index number is as applicable for the month, four months prior to the date of tendering.

For example, if the date of tendering falls in May 2001 the applicable price of lead ingot (LD₀) should be that prevailing as on 1st April 2001 and the applicable all India average consumer price index number (W₀) should be for the month of January 2001.

The above prices/indices are as published by IEEMA vide IEEMA circular reference number IEEMA(PVC)/BTR/_/_ prevailing as on first working day of the month June' 07 i.e., one month prior to the date of tendering.

LD = Price of lead ingot (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of delivery.

W = All India average consumer price index number for industrial workers (base 1982 = 100) as published by Labour Bureau, Ministry of Labour, Govt. of India.

This index number is as applicable for the month, four months prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2001, the applicable price of lead ingot (LD) should be that as published by IEEMA as prevailing on 1 st November 2001 and the applicable all India average consumer price index number (W) should be for the month of August 2001.

The "date of delivery" is the date on which the battery is notified as being ready for inspection/despatch (in the absence of such notification, the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Note:(a) The price of lead ingot (in Rs/MT) is the ex-works price of 99.97% pure lead as quoted by a primary producer and is exclusive of modvatable excise duty and of any other central, state or local taxes, octroi etc.

(Sanjeev P. Puranik)
CHIEF GENERAL MANAGER (PUR),
O/o CMD, MPMKV CO. LTD., BHOPAL