

**M.P.MADHYA KSHETRA
VIDYUT VITARAN CO.LTD.**
(A Wholly Owned Govt. of M.P. Undertaking)

BHOPAL



**TENDER SPECIFICATION
NO.CMD/MK/04/241
(DUE FOR OPENING ON 11.01.12)**

**FOR SUPPLY OF
LT AERIAL BUNCH XLPE INSULATED CABLE OF
VARIOUS SIZES**

**CHIEF ENGINEER (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

TENDER SPECIFICATION NO. CMD/MK/04/241

**ITEM LT Aerial Bunch XLPE Insulated Cable of size 3x95+1x16+1x70,
3x70+1x16+1x50 sq. mm and 3x35+1x16+1x35.**

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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, BIJLINAGAR, GOVINDPURA, BHOPAL-462023

Phone: 2602033-36, 2678325, 2678280, Fax No.2589821 Email :- sepurchase@mpmkvvc.com

TENDER – NOTICE

Online tenders are invited for supply of following items from the manufacturers only. The Bid Seals (Hashes) will be received online on the portal <http://mpmkvvc.mpeprocurement.gov.in> up to date & time indicated below. The Tenders will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender.

NUMBER	NAME OF ITEMS	APPROX. VALUE (Rs. in Lakhs)	TENDER FEE (in Rs.)	DATE OF OPENING OF TENDER
TENDER SPECN. No. CMD/MK/04/241	LT Aerial Bunch XLPE Insulated Cable of size 3x95+1x16+1x70, 3x70+1x16+1x50 sq. mm and 3x35+1x16+1x35	884.29	2000/-	11.01.12.

1. Tender documents can be purchased only online from <http://mpmkvvc.mpeprocurement.gov.in> by making online payment for the Tender Document Fees.

2. 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 as per time schedule (Key Dates).

3. The Bidders shall have to submit their Bids online (decrypt the bids and re-encrypt the bids) and upload the relevant documents forms as per time schedule (key Dates). **Original Earnest Money Deposit Instrument should reach the office of the undersigned by 11.01.12 upto 3.00 p.m.**

4. Since the online bidders are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. For further information, Contractors are requested to contact NexTenders (India) Pvt. Ltd., A-6 Sahyog Parisar, E-8 Shahpura , Opp. Maakhan Lal University, Bhopal – 462 039, Tel. No.: 0755 – 4075010, Email Address: bhopal@nextenders.com

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

5. 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 – NexTenders to confirm their session in advance.

6. The EMD of Rs. 50,000/- in favour of Sr. A.O (HOAU), MPMKVV Co. Ltd. payable at Bhopal along with hard copy of tender & supporting documents duly filled up excluding Schedule I (Price & Quantity) shall be dropped in the tender box of Purchase Section, O/o CMD, Bhopal on date **11.01.12** till 3.00 p.m.

7. Other details can be seen in the tender documents.

Key Dates : Single Submission Multi Opening With Prequel

Seq No	MPMKVVC Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation And Release of NIT	-	29-11-2011 10:30	14-12-2011 17:30
2	-	Tender Purchase - Online	14-12-2011 17:31	09-01-2012 14:00
3	-	Tender Download	14-12-2011 17:31	09-01-2012 14:30
4	-	Submit Bid - Hash Online	14-12-2011 17:31	09-01-2012 15:00
5	Close for Bidding - Generation of Super Hash	-	09-01-2012 15:31	09-01-2012 17:30
6	-	Submit Bids Online - Re-encryption	09-01-2012 17:31	11-01-2012 15:00
7	Open EMD & Technical / PQ bid	-	11-01-2012 15:30	11-01-2012 17:30
8	Open Financial / Price-Bid	-	24-01-2012 15:30	24-01-2012 17:30

Note:- In case of any or above date is declared as holiday/ local holiday then the date will be get shifted to next working day.

- a) The Company reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the Company, whether it is lowest or not, without assigning any reason whatsoever it may be.
- b) The tender notice and information shall also be available on our website www.madhyavitaran.nic.in.

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

SAVE ELECTRICITY



**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-462023

Phone: 2602033-36, 2678325, 2678280, Fax No.2589821 Email –sepurchase@mpmkvvc.com

Postal Order/Demand Draft No.....

.....

Tender issued to M/s

TENDER FORM

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., 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/04/241** 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 here to.

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 2011

TENDERER'S SIGNATURE

(With Seal)

ANNEXURE-I**IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR SUBMITTING TENDER**

1. The tenderer should read carefully these important instructions for compliance before submitting the bid.
2. Tender documents can be purchased only online from <http://mpmkvvc.mpeprocurement.gov.in> by making online payment for the tender document fees. Manual purchase of tender will not be accepted.
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 as per time schedule (Key Dates).
4. The bidders shall have to submit their bids online (decrypt the bids and re-encrypt the bids) and upload the relevant documents forms as per time schedule (key dates). Original Earnest Money Deposit should reach the office of the undersigned by opening date of respective tender.
5. **The tender is in three parts as explained below:-**
 - (a) **PART-I** : This part is fulfilling the requirement of deposit towards Earnest Money. The tenderer in this envelope should put either the original money receipt in support of having deposited cash with Sr. Accounts Officer, MPMKVV Co. Ltd., Bhopal towards Earnest Money OR the Bank Draft for the purpose OR the photocopy of the Permanent Registration of the firm with District Industries center as SSI Unit of M.P. for the items quoted duly attested by the General Manager of DIC of the area. Photo copy of valid registration certificate issued by NSIC for small or medium scale unit, as the case may be (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).
 - (b) **PART-II** : Envelope for this part shall contain Technical and Commercial aspects of the Bid and documents supporting the same.
 - (c) **PART-III** : The bidder shall have to submit the Price Bid online only.
The tender i.e. the three parts shall be submitted each in duplicate.
6. **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 "PRICE BID (Submit Online Only)

- (ii) Tender being Online submitted must be Class 3 Digital Certificate signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- (iii) Online 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) Part-I & Part-II shall be submitted in two separate sealed envelopes and these envelopes shall be properly superscribed as Part-I "Earnest Money Deposit" and Part-2 "Commercial Bid & Technical Bid". Part-3 "Price Bid" shall be submitted **online only**.

Each envelope shall also be super scribed with name of item and T.S. No. for which the tender is submitted, the name of the said bidder and the date of opening, as advertised.

- (v) **The above two envelopes duly sealed are to be kept again in one envelope called main envelope and sealed.** This envelope should be properly super scribed stating that this envelope contains two separate envelopes for Part-I "EARNEST MONEY DEPOSIT" and Part-II "COMMERCIAL AND TECHNICAL BID", in addition to tender specification No., Name of Item & bidder. Details of Earnest Money Deposit and Due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that Discom(CZ)'s PAYMENT TERMS, PENALTY, SECURITY DEPOSIT and PERFORMANCE GUARANTEE & PRICE VARIATION (WHEREVER APPLICABLE) CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in the following manner:-

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

THIS ENVELOPE CONTAINS 2 SEPARATE ENVELOPES FOR:-

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

TO,

THE CHIEF ENGINEER (PUR)
M.P. MADHYA KSHETRA VIDYUT VITRAN CO. LTD.
NISHTHA PARISAR, BIJLINAGAR, 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 |

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.
7. The Questionnaire appended in Schedule-III should be very clearly answered.
8. The quoted prices should be indicated strictly in the format appended with the tender specification in Schedule-I.
9. The Company (MPMKVV Co. Ltd., Bhopal) may not entertain any deviation from commercial terms & conditions as specified in the Tender Specification and the offers showing deviations are likely to be rejected.
10. To enable us quick and easy examination and evaluation of the bids, it is advised to follow the following instructions while submitting bids:-
- a) The tender copy purchased by you need not be returned to this office.
- b) Photocopies of the orders/performance reports received from other Electricity Boards/Govt. undertakings/DISCOMs engaged in Power supply should be enclosed. However, the details of the past experience either of MPSEB or of other SEB/Utilities/DISCOMs have to be given in ScheduleIV(A).
- c) Following documents consisting part of Commercial and Technical bid i.e. Part-II should be put in the following sequence:-
- | | | |
|-------|----------------------------|---|
| (i) | Tender Form in original. | |
| (ii) | Schedule-V | - Guaranteed Technical Particulars |
| (iii) | Schedule- III (A), (B)&(C) | - Questionnaire duly answered. |
| (iv) | Schedule-IV (A) | - Performance and past experience. |
| (v) | Schedule-IV (B) &(C) | -Commercial & Technical deviations. |
| (vi) | Schedule-VI | - Details of type tests carried out.(if applicable to material) |
| (vii) | Schedule- II | - Source of material. |

- (viii) Schedule-VII - Details of Drawings submitted with the Tender.
(if applicable to material)
 - (ix) Type test Reports of the tendered design (rating-wise) issued within last five years from the date of opening of tender.
 - (x) Printed literatures towards Technical Specifications etc.
- d) In Part-III, only price bid has to be submitted online, which should be strictly in our prescribed format (Schedule-I).

11. **Qualifying Criterion:**

A. **General:**

The Bidding is open for manufactures only, who provide satisfactory evidence that –

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

B. **Technical:**

- (i) The bidder must have
 - a) Valid 'ISI' Marking License rights. In absence of which, offer is liable for rejection.
 - b) Adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The bidder shall have to submit adequate evidence in this regard, which shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignment under this specification) of the bidder. If the present commitments are such that the installed capacity results in 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.
 - c) Established quality assurance system and organizations designed to achieve high level of quality equipment and reliability during their manufacturing activities.
- d) **Type Test**

The offered material / item should be type tested as per specification from NABL Accredited Testing Laboratory. The type test report should not be older than 5 years as on date of tender opening. The copy of type test report along with the approved drawing of offered material / item from NABL lab must be furnished along with offer. In the absence of the type test reports or type test reports found more than 5 years old, the offer shall be out rightly rejected. Similarly, type test reports of laboratories, other than NABL accredited, shall not be acceptable.

12. **FINANCIAL CRITERIA** :- For verification of the qualification of bidder the financial evaluation shall be done as under:-

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

accounts for the last two (2) years submitted by bidder shall be evaluated. The bidder's balance statement for the last year of audited accounts should show that it has positive net worth. The bidders' income statement should show average annual sales in supply of material and equipments for the last three years which should be more than 10% of the tender value.

(ii) **Availability of Financial Resources:-**

The documents submitted by the bidder, including the audited financial accounts, must demonstrate that the bidder has adequate working capital available to undertake this contract, which will be equal to at least 10 % of the tender value. If the bidder's working capital is inadequate, the bidder should supplement this with a Banker's letter confirming the availability of a line of credit such that the bidder's available working capital plus line of credit are in total at least 10 % of the tender value.

13. The tenderer should quote at least **10%** of the tender quantity failing which their offer will be liable for rejection.

14. FACTORY INSPECTION OF NEW FIRMS :

In case of new firms/participants who have quoted for the first time, their factory inspection shall be carried out by the Company's representative(s) prior to execution of the trial order placed on them with a view to ascertain whether they are a qualified manufacturer and are having adequate facilities, technical know how for manufacturing the quoted item. The satisfactory report of factory inspection of such new firms shall be an essential requirement for them for execution of the trial order against the instant tender.

15. DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS.

The Company may split the quantities against the tender on more than one eligible tenderer for the same item. Subject to fulfilling the techno-commercial criteria, the quantity may be distributed amongst the bidders other than lowest also in the manner as detailed hereunder:-

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

60% of the proposed quantity to L-1 bidder (limiting the same to offered quantity) and balance 40% quantity amongst L2 & L3 bidders falling within price consideration zone of 10% above L-1 and at the price of L1. The order shall be placed to L-3 when the offered quantity by L-2 is less than the balance 40% and at the price of L1.

ii) In case 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, to L1 bidder (subject to satisfactory inspection prior to placement of detailed order and limiting the same to offered quantity) and balance quantity amongst L-2 & L-3 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 L-1.

iii) In any of the cases of para 15 (i) & (ii) above where L-2 & L-3 do not accept the counter offers.

If L-2 & L-3 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 of the order placed/to be placed on L-1 against instant tender.

16. Unsatisfactory Performance:- Even on fulfilment of all the criteria, it may be noted that:-

i) Offer of those bidders who have been debarred/black listed for future business with our company/MPSEB /Other Discom of M.P, may be summarily rejected.

ii) In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of MPSEB/ Companies formed on restructuring MPSEB, they may not be considered for order. Following shall attribute to poor performance of a bidder:-

- Non-execution of previous order(s)/inordinate delay in supply of material.
- Failures of material in testing & non-replacement of the same by the supplier.
- Failure of material enmasse as reported by the field officers.
- The old firms whose average annual percentage failure of tendered item within guarantee period (WGP) for last 3 years, as per records available with the company, is higher than the average annual percentage WGP failure of last 3 years of Discom-CZ may not be considered for opening of their price bid.

17. CONFLICTING INTEREST:-

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. Discom-CZ considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to:-

- i) Have controlling share holders as his/her family members viz spouse, son, daughter, father, mother or brother etc. in common or
- ii) Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.

The bidders are requested to furnish following documents in this regard:-

- i) Copy to latest Income Tax return/Permanent Account Numbers (PAN) of all the partners/Directors (in case of company) along with names, addresses and telephone Nos./ Mobile Nos. of each Partner/Director.

- ii) Latest partnership/ownership deed of the firm quoting the tender.
- iii) Copy of list of directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- iv) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.

18. DEBARRING /BLACKLISTING OF FIRMS :- That in the event of violation of any of the terms and condition of this tender or the terms and conditions of the subsequent supply order / work contract so issued, either partly or completely, then in such event the MPMKVVCL Co. reserves every right to take penal actions which may, inter alia, include termination of the contract and / or blacklisting and debarring the tenderer from participating in future tender/tenders upto 3 years along with the other penalties as stated in the tender document. Before debarring / blacklisting or contract termination, the concerned firm would be first served a notice to the effect, so that it gets an opportunity to represent its point of view.

19. SUBMISSION OF OFFER :

The commercial and technical bid as mentioned in para10 (c) should be put up in the sequence mentioned there in i.e. all schedule 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 hard copy of such offer should be submitted indicating original and duplicate offer. If both the hard copies of offers submitted by tenderers are not found hard-bounded, the offer will be rejected and price bid will not be opened.

20. PRE-BID CONFERENCE : The Company shall hold a pre-bid conference of bidders on **23.12.11** in the Conference Hall of the O/o CMD, MPMKVV Co. Ltd. Nishtha Parisar, Bijalee Nagar, Govindpura, Bhopal to clarify various clauses and technical specifications of the bid document to ensure uniformity in understanding the bid documents. The Company reserves the right to change the clauses and technical specification as emerging after pre-bid conference and attendees agrees on it. In this case the changes shall be notified through publication to get the others informed. Details of any doubt(s) about instant Tender Specification and required clarification/suggestion/modification in any of the terms & conditions and/or the specifications etc. must be sent through e-mail/post sufficiently in advance to sepurchase@mpmkvvc.com so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office in providing necessary clarification/modification during pre-bid meeting.

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

ANNEXURE-II
GENERAL INSTRUCTIONS TO BIDDERS

1. GENERAL

The Chief Engineer (Purchase) on behalf of "The Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd." herein-after referred to as "Company", will receive sealed 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 BIDDER

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 have 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 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
(a) Upto Rs. 50,000/-	Nil
(b) Above Rs. 50,000/- & upto Rs. 2.5 Lakhs	@ 1%
(c) Above Rs. 2.5 Lakh & upto Rs. 3.0 Lakhs	Rs. 2,500.00
(d) Above Rs. 3.0 Lakhs & upto Rs. 7.0 Lakhs	Rs. 5,000.00
(e) Above Rs. 7.0 Lakhs & upto Rs. 15.0 Lakhs	Rs. 7,000.00
(f) Above Rs. 15.0 Lakhs & upto Rs. 25.0 Lakhs	Rs. 10,000.00
(g) Above Rs. 25.0 Lakhs & upto Rs. 35.0 Lakhs	Rs. 15,000.00
(h) Above Rs. 35.0 Lakhs & upto Rs. 50.0 Lakhs	Rs. 20,000.00

(i)	Above Rs. 50.0 Lakhs & upto Rs.75.0 Lakhs	Rs.30,000.00
(j)	Above Rs.75.0 Lakhs & upto Rs.100.0 Lakhs	Rs.40,000.00
(k)	Above Rs. 100.0 Lakhs	Rs.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.
- (iii) The Earnest Money can be deposited by Bank Draft in favour of **Senior Accounts Officer (HOAU), MPMKVVCL**, payable at BHOPAL.

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

- (iv) The following are exempted from payment of Earnest Money Deposit :-
- S.S.I. Units of Madhya Pradesh Permanently registered with DIC/Ancillary Units of MPSEB. **The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.**
 - 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.
 - 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.
 - 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.
 - 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.
- (v) 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.
- (vi) In case, the tenderer withdraws his offer during the validity period, after placement of order, the EMD amount shall be forfeited.
- (vii) **RETURN OF EARNEST MONEY TO BIDDERS**
- 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

All taxes and duties as applicable should be indicated in the price schedule. Any other kind of taxes and duties which are not covered in the Price Schedule shall not be paid extra.

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, MPMKVV 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 lump sum, instead of unit prices as required in the tender specifications, Company can summarily reject such incomplete tender.

12. PRINTED TERMS AND CONDITIONS IN BIDS

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

18. LANGUAGE OF BIDS

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

19. 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-IV 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-IV Part "A"** failing which the tender may not get any preference for his past experience.

23. 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.

24. 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.

25. OPENING OF PRICE BID

Opening of Price Bid on subsequent date:-

- (a) After opening of first two parts (i.e. Part-I and Part-II), the deviations from the 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.**
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The decision of the Company in this respect shall be final and acceptable to the tenderer.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. POOL RATES

The bidders, specially 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 tenderers may be one of the main criteria for quantity to be ordered on each successful bidders.

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

ANNEXURE – III**GENERAL TERMS AND CONDITIONS OF PURCHASE****1. PRICES AND STATUTORY LEVIES**

- (i) It is obligatory that FOR destination prices (for supply to Area Stores, Bhopal/ Gwalior/Guna) are quoted clearly, giving break-up of prices in the following elements in the Price Schedule-I, enclosed with this document:-
- (a) Unit Ex-works price.
 - (b) Excise Duty applicable on Ex-works price as on the date of Bid opening.
 - (c) Sales Tax: - C.S.T./ M.P. Commercial Tax/VAT
 - (d) Freight charges
 - (e) Any other levies/taxes.
- (ii) The price should be quoted after taking into account the MODVAT benefit.
- (iii) Words like etc., will not be entertained.
- (iv) Any charges as maybe applicable as per law in force must be clearly specified otherwise any such silent charges even if statutory charges, shall not be payable in the event of an order.
- (v) Excise duty will be paid only on Ex-Factory price and Sales Tax as applicable, shall be paid on Ex-works price plus Excise duty only.
- (vi) Forwarding and Freight charges will not be included for claiming either Excise duty or Sales tax.
- (vii) 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.

2. PRICE VARIATION

The ex-works price shall be VARIABLE as per IEEMA Price Variation formula, both on plus & minus side without any ceiling. The basic price of the material and indices used shall be as published by IEEMA prevailing as on first working day of the month, one month prior to the date of opening of tender i.e. if tender is due for opening in May 2011, applicable base date of prices shall be 01.04.11.

3. TAXES AND DUTIES :

- (a) Prices are to be quoted by the bidder only after accounting for MODVAT credit (this is a must) and even if not separately specified, it will be presumed that MODVAT credit has been accounted for.
- (b) Element of applicable excise duty and sales tax on finished product as presently applicable to the tenderer and as shall be charged against the contract, if any, placed against this tender shall be clearly indicated.

- (c) Documentary evidence regarding exemption of excise duty and sales tax, if applicable should be furnished with the offer.
- (d) 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.
- (e) Payments of statutory levies i.e. excise duty and sales tax will be made at the rates indicated by the bidder in his bid for the contract if placed against this tender specification. No upward variation than such indicated rate shall be payable beyond contractual delivery period. If, however, after expiry of contractual delivery period, the rates of excise duty or sales tax due to Govt. Notification comes down then the payment will be made on the reduced rates for the delayed supplies.
- (f) Tenderers outside the State of MP 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 declaration form, may be limited to the sales tax applicable for the state of origin from where the material move in case these are lower than the concessional rate of CST.

4. 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.

5. 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.

6. 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.

7. 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 material ordered, shall be supplied to each consignee.

8(a). INSPECTION AND TEST CERTIFICATE

- i) Each lot of offered material shall be inspected by the Company's inspecting officer before dispatch. 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 dispatch the material unless specific dispatch 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** below.

(b). **RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING**

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.

(c). **FACTORY INSPECTION :-**

- i) The factory inspection of the tenderers, who have not executed any order of Company, 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.
- ii) 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.

(d). **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) The supply shall be required to be commenced within two months and completed in 3 months thereafter in each rating from the date of receipt of order.
- (ii) Additional 7 days shall be allowed for postal receipt of the order. The bidders, therefore, should quote for only such quantities which they can supply according to the delivery schedule. Early completion of supply shall also be preferred.
- (iii) The material should be delivered to the consignees within 15 days from the date of issue of despatch instructions/clearances. 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.
- (iv) The suppliers are therefore advised to indicate their delivery schedule very clearly in the questionnaire appended with this tender specification.
- (v) **Deferment of deliveries:-**Company reserves the right to defer or reschedule the delivery.

10. FORCE MAJEURE:-

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draught, earth-quake 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 disruption such as fires, explosion, and increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment etc.
- (d) Strikes, slow down, lockout 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) do (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 cause may be.

All the provisions of this clause shall apply whether the disruption 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 day of occurrence of such delay notifies. The company shall verify the facts and grant such extension as the facts justify. For extension due to 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 along with excise duty and taxes corresponding to the consignment would be made within 45 days from the date of receipt of material at Area Stores in good condition against MATERIAL RECEIPT CERTIFICATE (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:-
- i) Bill/ Invoice.
 - ii) Xerox copy of despatch documents i.e. RR/ MTR etc.
 - iii) Dispatch clearance/instructions.
 - iv) 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 (Fin), O/o CMD, MPMKVVCL, Bhopal for value more than Rs. 2.5 Lakh. The bills valued upto Rs. 2.5 Lakh, should be submitted to concerned Sr. AO/RAO at Bhopal, Gwalior & Guna.
- 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:-**

(a) The time for and the date of delivery of the material stipulated in the order shall be deemed to the essence of the contract. In case of delay in execution or non-execution of the order, the Company as its option shall either:

- (i) recover from the supplier/contractor as agreed towards liquidate damages as sum of ½% (half percent) of the price of any stores not delivered per week or part there of subject to a maximum of 10 % (ten percent) of the price of any stores not delivered.

OR

- (ii) Purchase from elsewhere on account and at the risk and responsibility of the supplier, the stores not delivered or others or similar description.

OR

- (iii) Cancel the contract for part or whole of the quantity on order, with liability.

(b) "For the purpose of calculating penalty, the date of receipt of offer of material in the office of CMD, MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal shall be considered as the date of delivery subject to the condition that the offer has been received 15 days in advance of terminal date of scheduled delivery period and material delivered at stores within 15 days of despatch clearances. For early inspection, offer may be sent telegraphically or by telex/fax. The Company will not be responsible for any delays for ordinary/registered post inspection offers. Please note, in case material is not received within 15 days from the date of issue of despatch instructions, even though the delivery period exists, penalty shall be applicable on delay of despatch.

13. **PERFORMANCE GUARANTEE:-**

13.1 If during the course of 18 months subsequent to the date of receipt of consignment, if any of the goods found to be defective in materials or workmanship or develops defects during

service, they will have to be replaced by the supplier, free of all charges. All necessary arrangement on these accounts will be made by the suppliers.

13.2 The said material if required to be replaced, shall be collected by the supplier/firm from Area Store/work site at their own cost and at their own responsibility. These materials will likewise 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/at 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 replaced material.

13.4 All equipment/line materials reported failed within specified guarantee period may be replaced free of cost by the supplier/manufacturer concerned.

13.5 Actual cost of dismantling and replacement of these equipment/material with the new ones may be charged to the supplier's account.

13.6 To and fro transportation cost of such failed equipment shall also be borne by the supplier/contractor.

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 black-listing of the firm for future business with the MPMKVVCL for a certain period or altogether.

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 (HOAU), MPMKVVCL, 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 Sr. A.O., MPMKVVCL (HOAU), MPMKVVCL, 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 Board/Company's/Board'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 Lakh annually only.

14.6 The Security Deposit shall have to be deposited within 30 days of issue of order.

14.7 The DISCOM(CZ) 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 bidder only after due and faithful performance of the order as per terms and conditions of the order and on expiry of guarantee period provided there are no claims outstanding to be recovered against the bidders/ suppliers.
- 14.9 No interest shall be paid by the DISCOM(CZ) on security deposit furnished by the suppliers.

15. COMPLETENESS OF MATERIAL

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 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 6 months from the date of orders.

17. DESIGN AND INTER-CHANGEABILITY

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

18. TESTING FACILITY AND TESTS TO BE CONDUCTED:-

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

19. MATERIAL TEST CERTIFICATE:-

Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the results of all tests prescribed in the relevant ISS (as mentioned in the Technical Specification Schedule) for ordered item shall be submitted to the office of the CMD, MPMKVV Co. Ltd, Nishtha Parisar, Bijlinagar, Govindpura, Bhopal, for approval along with the letter/offer for inspection of material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in ISS.

20. (A) TYPE TEST REPORT/CERTIFICATE: - Wherever applicable or called for, photocopy of type test report/certificates as per relevant IS in force from any Govt. standard test laboratory in India or from laboratories of International repute duly attested by "Competent Testing Authority" should be submitted alongwith the tender invariably. **Type test reports/certificates 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.**

In case type test certificate for the quoted sizes of single core armoured/ un- armoured LT AB XLPE Cables are not readily available with the tenderer(s), the tenderer(s) should make commitment to submit the requisite type test certificates from any reputed Govt./ NABL Accredited Laboratory for the quoted sizes of armoured/ un- armoured LT AB XLPE Cables before commencement of supply without affecting the delivery schedule. The tenderer(s) should furnish an undertaking for the same.

(B) DRAWING & CATALOGUE:- 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 equipment ordered, shall be supplied to each consignee.

21. 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.

22. ROYALTIES AND PATENTS

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

23. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all Goods covered under procurement, shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time. The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever.

24. CANCELLATION OF ORDER

24.1 The 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.

24.2 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.

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

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

24.5 The decision of the 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.

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

25. 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.

26. 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.

27. RANDOM TESTING-

27.1 Inspection of material before dispatch 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.

27.2 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.

27.3 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.

28. VARIATION IN THE ORDERED QUANTITY

A tolerance in the ordered quantity will be allowed to the extent of $\pm 5\%$ (plus minus 5%) and not for each consignment. MRCs shall be issued for actual receipt of quantity only.

29. 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.

30. **ACCEPTANCE OF LOT:-**

Only after the results of all routine tests conducted on the randomly selected samples from the supplied lot has been found satisfactory, the MRC shall be issued and the lot shall be accepted/issued to field units. **If the samples fail in any of the tests conducted, the entire lot supplied to various stores against a particulars D.I. shall be rejected.**

31 **QUALITY ASSURANCE PLAN:**

The supplier shall invariably furnish following information along with his offer, failing which his offer shall be treated as non-responsive. Information shall be separately given for individual type of equipment offered.

- (i) Statement giving list of important raw materials names of sub supplies for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in presence of supplier's representative copies of test certificates.
- (ii) Information and copies of test certificates as in (i) above in respect of bought out accessories.
- (iii) List of manufacturing facilities available.
- (iv) Level of automation achieved and list of areas where manual process exists.
- (v) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections.
- (vi) Special features provided in the equipment to make it maintenance free, if any.

32. **CORRESPONDENCE:-**

Copies of all important correspondence on subject should be sent to Director (Finance), O/o CMD, MPMKVV 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 dispatches made should be submitted to this office after completion of order.

32. **CLIMATIC CONDITIONS:-**

The climate 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 sometime

			approaches saturation point)
(iv)	Minimum relative humidity	:	10%
(v)	Average No. of dust-storm days per Annum	:	40 days
(vi)	Average No. of rainy days per Annum	:	90 days
(vii)	No. of months of tropical monsoon conditions per annum.	:	3 months
(viii)	Average annual rain fall	:	1250 mm
(ix)	Maximum wind pressure	:	150 kg/sq. mm.
(x)	Altitude not exceeding	:	1000 meters
	(the limit of ambient temperature shall be 45°C peak and 35°C average over a period of 24 hours)		

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O/O CMD, MPMKVV CO.LTD. BHOPAL

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

(For the items other than General stationery/General printed stationery/Drawing Articles etc.)

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

ANNEXURE-V**LIST OF SCHEDULED BANKS**

S.No.	Name of R.A.O. / Sr.A.O	Name of Bank
1	Bhopal	: State Bank of India, Sultania Branch
2	Guna	: State Bank of India, Guna
3	Gwalior	: State Bank of India, Jiwaji Chowk, Gwalior

ANNEXURE- VI**TECHNICAL SPECIFICATION OF 'ISI' MARKED AERIAL BUNCHED XLPE INSULATED CABLE****1. SCOPE:-**

The specification covers the design, manufacture, testing and delivery at Area Stores, Bhopal/Gwalior/Guna, of 'ISI' marked LT Aerial Bunched Cable of Size 3x95+1x16+1x70 (Bare Messenger) sq.mm, 3x70+1x16+1x50 (Bare Messenger)sq. mm and 3x35+1x16+1x35 (Bare Messenger) sq. mm. as per IS-14255 - 1995 stranded aluminium conductor XLPE Insulated suitable for up to and including 1100 Volts effectively earthed system conforming to IS: 14255 - 1995 and its latest amendments if any.

2. APPLICABLE STANDARD:-

All the cables shall conform to the requirements of following standards with latest amendments, if any.

(i)	IS:14255 - 1995	Aluminium Conductor XLPE Insulated AB Cables for working voltage upto and including 1100 Volts
(ii)	IS:8130-1984	Specification for conductors for insulated electric cables.
(iii)	IS:398 (Pt-4) - 1979	Aluminium conductor for Overhead Transmission Purpose.
(iv)	IS:10810-1984	Methods of test for cables.
(v)	IS:10418-1982	Wooden drum for electric cables.

3. GENERAL TECHNICAL REQUIREMENT:-

3.1 **CONDUCTOR**:- (Phase/Street Lighting Conductor) – The Conductor Shall be of H2 Or H4 Grade Aluminium Complying with Requirements of IS:8130-1984

Constructional Details Shall be as under –

16 to 50 sq.mm	-	Min - 6 strands
70 sq.mm	-	Min - 12 strands
95 to 150 sq.mm	-	Min - 15 strands
185 to 300 sq.mm	-	Min - 30 strands
400 to 1000 sq.mm	-	Min - 53 strands

3.2 **Messenger (Neutral Conductor)** – The Conductor Shall be of heat treated Aluminium – Magnesium – silicon Alloy wires containing approximate 0.5% Magnesium and approximately 0.5% Silicon conforming to IS:398 (Part-4) - 1979

Manufacture has to submit Purity test of Aluminium as per IS:5484 from any Govt. approved independent test lab, not more than 1 year for the size quoted or above the size quoted.

3.3 **INSULATION**:- The conductor shall be provided with XLPE insulation applied by extrusion conforming to the requirements given in 7.2 of IS:14255-1995. The manufacturing process shall ensure that insulation shall be free from voids. The insulation shall withstand mechanical and thermal stresses under steady state and transient operative conditions. The insulation shall be so applied that it fits closely on the conductor and it shall be possible to remove it without damaging the conductor. XLPE insulation shall be suitable for 90°C continuous conductor temperature and 250°C under short circuit condition.

The thickness of insulation in respect of each size of cable shall not be less than the nominal value (ti) specified in Table-4 of IS:14255 - 1995. The smallest of measured value of thickness of insulation shall not fall below the nominal value (ti) by more than 0.1 mm+ 0.1 ti.

3.4 **CORE IDENTIFICATION**:- The Phase Conductors shall be provided with one, two or three ridges and outer neutral Insulated conductor it provided shall have four ridges. The street lighting conductor & messenger Conductor shall not have any Identification mark. The Colour of Insulated cores shall be Black.

3.5 **Assembly (Laying up)**:- Three Insulated Phase Conductors, and one Insulated street lighting conductor shall be twisted around the bare messenger conductor without fillers with a lay not exceeding 35 times the dia meter of the Insulated phase conductor. The direction of lay shall be right hand.

3.6 **IDENTIFICATION, PACKING & MARKING**:-

3.6.1 **Identification**:- Following marking shall also be embossed over any one of Insulated core at every three meters.

- (a) Cable size and Voltage Grade.
- (b) Word 'MPMKVVCL' & Name of Manufacturer.
- (c) Cumulative length in meters.

The embossing shall be increase, automatic in line throughout the length of the cable and shall be legible and indelible.

3.6.2 **Packing & Marking**: -

(a) The cable shall be wound on wooden drum (refer-IS: 10418/1982) of suitable size and packed. The packing shall be robust enough for rough handling that is occasioned during transportation by Rail/Road. The ends of the cable shall be sealed by means of non-hygroscopic sealing material.

(b) The Cable should carry the following information stenciled on the drum:-

- (i) Reference to Indian Standard IS:14255 - 1995
- (ii) Manufacturer's name, brand name or trade mark,
- (iii) Type of cable and voltage grade,
- (iv) Number of cores,
- (v) Nominal cross-sectional area of the conductor,

- (vi) Length of cable on the drum,
- (vii) Starting and end sequential marking.
- (viii) Number of lengths on drum (if more than one),
- (ix) Direction of rotation of drum by means of an arrow,
- (x) Gross Mass,
- (xi) Country of Manufacturer
- (xii) Year of manufacture,
- (xiii) Name of purchaser i.e. MPMKVVC & Order No. & date

(c) **'ISI' Certification Mark:-** The Cable (Drum) must bear 'ISI' certification Mark. In this connection, a certified photocopy of valid 'ISI' Marking License rights duly attested must be submitted alongwith the tender as documentary evidence. In absence of this, offer is liable for rejection.

3.6.3. **Standard Length:-** The standard length of cable shall be 500 Mtrs. with Plus Minus 5% tolerance.

4.0 **TESTS:-** Following type tests, acceptance tests and routine tests are to be carried out in accordance with IS – 14255 - 1995, with its latest amendments as indicated below:-

4.1 **TYPE TESTS:-** The following shall constitute type tests:-

Sl. No.	Tests	For requirement Ref. to	For Test method Ref. to Part No. of IS:10810
(A)	TEST ON Phase/Street Light Conductor ::		
(i)	Tensile Test	IS:8130-1984	2
(ii)	Wrapping Test	-----do-----	3
(iii)	Resistance Test	-----do-----	5
(B)	TEST ON Messenger Conductor ::		
(i)	Breaking Load	IS:14255 Table-3	-----
(ii)	Elongation Test	-----do----- Clause 11.3	-----
(iii)	Resistance Test	-----do----- Table - 3	-----
(C)	PHYSICAL TEST FOR XLPE Insulation ::		
(i)	Tensile Strength and elongation at break	IS:14255 Table-1	7
(ii)	Ageing in air oven	---do---	11
(iii)	Hot set test	---do---	30
(iv)	Shrinkage test	---do---	12
(v)	Water Absorption (Gravimetric)	Under Consideration	Under Consideration
(vi)	Carbon Black	---do---	Under Consideration
1	Content	---do---	Under Consideration
2	Dispersion	---do---	Under Consideration
(D)	Test for thickness of Insulation	Table – 4	8
(E)	Insulation Resistance (volume Resistivity Test)	Table 1 & 2	43
(F)	High Voltage Test	see 11.2	45

4.1.1 The tenderers are advised to submit photocopy of type test certificates in respect of each quoted size of Aerial Bunched cable tendered in this tender for type tests indicated in para 4.1 of the cable tested from any reputed Govt. Laboratory along with the tender for the quoted sizes of Ariel Bunch Cable. The Type Test Certificates should not be more than five years old from the date of opening of tender. The tenderers shall confirm that they will supply the material exactly for the design for which type tests have been conducted.

In case type test certificate for all the above type tests for the quoted sizes of Aerial Bunch Cables are not readily available with the tenderer(s), the tenderer(s) should make commitment to submit the requisite type test certificates from any reputed Govt. Laboratory for the quoted sizes of Aerial Bunch Cables before commencement of supply without affecting the delivery schedule. The tenderer(s) should furnish an undertaking for the same.

4.2 **Acceptance Tests:-** The following shall constitute acceptance tests :-

- (a) Tensile Test (for Phase/Street Light Conductor).
- (b) Wrapping Test (for Phase/Street Light Conductor).
- (c) Breaking load Test for messenger Conductor.
- (d) Elongation Test for messenger Conductor.
- (e) Conductor Resistance Test.
- (f) Test for thickness of Insulation.
- (g) Tensile Strength & Elongation at Break Test.
- (h) Hot set test for XLPE insulation.
- (i) Insulation Resistance Test.
- (j) High Voltage Test.

All the above acceptance tests will be carried out by Company's representative as per relevant ISS: at the time of material inspection for the purpose of clearing the lot offered by the bidder. Acceptance test shall be carried out in each type and size of cable, on cable drum selected at random as given in Appendix A of IS:14255 - 1995:-

No. of drums in the lot	No. of drums to be taken as sample	Permissible number of defectives
Upto 50	2	0
51 to 100	5	0
101 to 300	13	0
301 to 500	20	1
501 and above	32	2

4.3 **Routine Test:-** The following shall constitute routine test :-

- (a) Conductor Resistance test,
- (b) High voltage test.

The above routine test shall be conducted by the bidder in accordance with relevant ISS and test certificate in proof of this shall be submitted to this office alongwith each inspection offer. In absence of routine test certificate the inspection offer shall be considered as fake and all complication arising out of this shall be to the supplier's account.

5. OTHER IMPORTANT TECHNICAL REQUIREMENT OF TENDER ::

5.1 Cables shall be designed to withstand mechanical, electrical and thermal stress developed under steady state and transient operating conditions.

5.2 **Inspection**:- All the tests and inspection shall be made at the place of manufacturer unless otherwise specially agreed upon by the manufacturer and purchaser at the time of purchase. The manufacturer shall offer all reasonable facilities to the purchaser, without charges to satisfy him that the material is being furnished in accordance with the specification.

In addition to above, **on receipt of cables at consignee area store, the purchaser has the right to have any or all Type/Acceptance test carried out through an independent Govt. Laboratory to ascertain the quality of supply. In case the material fails to pass the test as per specification, the entire lot shall be rejected and the testing charges alongwith other charges which may likely to be incurred for arranging the testing through independent agency shall be recovered from the supplier. In addition to this, action as deemed fit, may be taken against the supplier.**

(Sanjeev P. Puranik)

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

ANNEXURE-VII**PRICE VARIATION FORMULA FOR ALUMINIUM CONDUCTOR XLPE INSULATED
AERIAL BUNCH CABLES**

The price variation formula will be as under:-

$$P = P_0 + AIF (Al - Al_0) + CCFAI (CC - CC_0) + FeF(Fe - Fe_0)$$

Where:-

- P = Price payable as adjusted in accordance with the above formula(Rs/Km)
 P₀ = Price quoted/confirmed per Km
 AIF = Variation factor for Aluminium as per Table-ALP
 Al₀ = Price of EC Grade aluminium rods (Properzi rods). This price is as applicable on first working day of the month, one month prior to date of opening of tender.
 CCFAI = Variation factor for PVC compound for Aluminium Conductor cable as per Table- P2.
 CC₀ = Price of PVC compound. This price is as applicable on first working day of the month, one month prior to date of opening of tender.
 FeF = Variation factor for Steel as per Table-P3
 Fe₀ = Price of Steel strip/wire. This price is as applicable on first working day of the month, one month prior to date of opening of tender.

TABLE-I**VARIATION FACTOR FOR ALUMINIUM (AIF)**

As per Table **ALP** of IEEMA circular dt.6.1.2007:-

- (i) 3 X 25 + 16 + 35 Sq mm. ABC : 0.366
 (ii) 3 X 35 + 16 + 35 Sq mm. ABC : 0.450
 (iii) 3 X 50 + 16 + 35 Sq mm. ABC : 0.558

VARIATION FACTOR FOR PVC COMPOUND CCFAI

As per Table **P2** of IEEMA circular dt.6.1.2007:-

- (i) 3 X 25 + 16 + 35 Sq mm. ABC : 0.844
 (ii) 3 X 35 + 16 + 35 Sq mm. ABC : 0.898
 (iii) 3 X 50 + 16 + 35 Sq mm. ABC : 0.964

The above prices for raw materials viz Al₀, CC₀ and FeF₀ are those published by IEEMA prevailing as first working day of the calendar month, one month prior to the date of opening of tender.

All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes, octroi etc.

The applicable prices of raw material would be one month prior to the date of tendering e.g. if due date of opening of tender is in August 2008, the applicable prices would be those prevailing as on 1.7.2008.

- Al= Price of EC Grade aluminium rods (Properzi rods). This price is an applicable on first working day of the month, one month prior to the date of delivery.
 CC= Price of PVC compound in Rs./MT Grade CW-22(see note no.1) prices of these raw materials are published by IEEMA prevailing as on the first working day of the calendar monthly covering the date one month prior to the date of delivery.

Fe= Price of Steel Strips/Steel Wire. This price is an applicable on first working day of the month, one month prior to the date of delivery.

e.g. if the date of delivery in terms of clause given below falls in Dec.2008 the applicable raw material prices would be those as published by IEEMA prevailing as on 1.11.2008.

The date of delivery shall be the date at which the cable is notified as being ready for inspection, dispatch. In the absence of such notification the date of manufacturer's dispatch note shall be considered as the date of delivery or the contracted delivery date including any extension thereof, whichever shall be earlier.

Note-1: Price of PVC compound is the price (Ex-works) for grade CW-22 as per price circular issued by IEEMA. This price is exclusive of excise duty (since modvatable) and exclusive of any other State Central Local Taxes, Octoroi etc.

Note-2:-THE PRICE VARIATION SHALL BE GOVERNED BY THE FOLLOWING FACTORS:

- (i)(a) The accepted prices are VARIABLE as per P.V. formula and of price of raw materials prevailing as on base date one month prior from the date of opening of bid. For any subsequent price rise/fall during scheduled delivery period the price variation shall be to Discom's account. The P.V. shall be limited to the scheduled delivery period only.
 - (b) In case supplies are made beyond delivery schedule, the price variation shall be restricted either to the contractual delivery period or the actual date of readiness of material whichever is advantageous to the Discom.
 - (c) In case of any down-ward trend in prices, the firm shall immediately inform to Director (Finance)/Regional Accounts Officer concerned, with information to the Chief Engineer (Pur), MPMKVVCL, Bhopal.
- (ii) The supplier shall submit separate supplementary bill on account of PV to the Director(Finance), MPMKVVCL, Bhopal. Payment of PV claims shall be settled, for each lot of material supplied by the due date of payment of original bill for that lot provided the PV claims for that lot is prepared well before the due date for payment of original. The supplier shall submit all relevant documents along with the supplementary PV bill viz. Photostat copies of ruling price circulars of relevant raw materials. Actual purchase voucher shall not be insisted. In other words, the suppliers are at liberty to procure the raw material from any sources/price available, provided the finished product conforms to our requirement/ tender specification. Delivery of the materials shall not be linked, in any way, with the procurement of raw materials from the aforesaid identified sources/prices.

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

SCHEDULE-I
(PRICE & QUANTITY)
(For Online Submission only)

To

The Chief Engineer (Purchase),
O/o CMD, MPMKVV Co. Ltd.,
Bhopal.

Sub:- Tender Specification No. CMD/MK/_____

Sir,

We quote our lowest rates against above Tender Specification as under:-

Sl. No	Particulars	Quantity tendered (Kms)	Quantity offered (Kms)	Ex-Works Price including forwarding & insurance (Rs. Per Km.)	Excise Duty	ST/VAT/ CST	Freight charges Rs. Per Km	Any other taxes/levies	Total "FOR" destination including col. 5,6,7, 8 & 9 (Rs. Per Km)
1	2	3	4	5	6	7	8	9	10
1.	XLPE Insulated L.T. Aerial Bunch Cable as per IS:14255-1995								
(i)	3x95+1x16+1x70 (Bare Messenger) Sq. mm.	245							
(iii)	3x70+1x16+1x50 (Bare Messenger) Sq. mm.	92							
(ii)	3x35+1x16+1x35 (Bare Messenger) Sq. mm..	200							

NOTE:-

- (1) Quantities mentioned above are purely tentative and are subject to change at the discretion of the MPMKVVCL to any extent.
- (2) The prices should be quoted on 'VARIABLE' price basis, Base price as on 01.12.11 plus all taxes/duties/levies for supply to Area Stores, Bhopal /Gwalior/Guna shall be indicated as above.
- (3) The offers with slab rates will be out-rightly rejected.
- (4) Entry Tax as applicable shall be paid directly by MPMKVVCL Bhopal
- (5) Remarks, if any may please be specified clearly.

00

PLACE:

DATE:

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION

SEAL OF COMPANY

SCHEDULE-II**(A) SOURCE OF MATERIAL AND PLACES OF MANUFACTURE, TESTING AND INSPECTION**

S.No.	Name of manufacture	Place of manufacture	Place of testing and inspection	Source of material

(B) QUALITY ADHERENCE DURING MANUFACTURING/ TESTING

S.No.	Quality Adherence during raw material procurement	Quality Adherence during manufacturing	Quality Adherence during testing

Note :- Specific details shall be given with the facilities available in all stages and how quality control is maintained.

DATE :
PLACE :

SEAL & SIGNATURE OF TENDERER
NAME :
DESIGNATION:

SCHEDULE - III
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 Bidder	
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 bidder 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/printed 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	
	(c) Items of registration	
	(d) Period of Registration	
	(e) Furnish latest copy of competency certificate	Yes/ No
6	(a) Whether the bidder is old participant with MPSEB/Discom	Yes/ No
	(b) If yes, whether document evidence enclosed.	
7.	Any other information that bidder If yes, whether document evidence enclosed.	If yes, give details may like to give in order to highlight his bid

PLACE:

DATE

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHNICAL 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. AO (HOAU), MPMKVV Co. Ltd., Bhopal
	ii	(a) Amount of EMD	Rs.
		(b) Particulars/details	
	iii	If exempted, state whether the bidder is	SSI Unit of M.P./ Small Scale unit registered with NSIC/ Fully owned State/ Central Govt. Unit.
	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	
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 Discom's terms of payment is acceptable to the tenderer (If no state conditions)	Yes/ No
7.		DELIVERY PERIOD	
	a	Commencement of supplies from the date of order/approval of drawing.	
	b	Completion and supply rate from of the date of LOI/order/approval of drawing.	
8.		PENALTY CLAUSE	
		Whether agreeable to Discom's penalty clause	
9.		GUARANTEE PERIOD	
		Indicate guarantee period of	

10.		SECURITY DEPOSIT	
	a	Whether agreeable to furnish Board/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	State
		Tax as admissible shall be deducted by the Purchaser from the bills of the supplier.	Central
12.		EXTENSION ORDER	Yes/ No
		Whether you are agreeable to accept extension order for 50% of original order quantity on the same rates, terms & condition, if any extension order is placed within 6 months from the date of placement of detailed order.	
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 Deptt. and profit and loss Account and Turn over for last 3 years up to the last financial year have been enclosed.	

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE - III
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 tender 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 tender 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 Board/Discom's representative prior to despatch and bear the testing charges for all tests as per relevant standard.	
8.		Please furnish/indicate the quality assurance programme/plan of your product being followed in your works.	

PLACE:

DATE

SIGNATURE OF TENDERER

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

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
O/o CMD, MPMKVV Co. Ltd.,
Nishtha Parisar, Bijlinagar,
Govindpura,
BHOPAL-462023

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:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

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-IV
PART "B"
SCHEDULE OF COMMERCIAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
 O/o CMD, MPMKVV Co. Ltd.,
 Nishtha Parisar, Bijlinagar,
 Govindpura,
 BHOPAL-462023

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

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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

SCHEDULE-IV
PART "C"
SCHEDULE OF TECHNICAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
O/o CMD, MPMKVV Co. Ltd.,
Nishtha Parisar, Bijlinagar,
Govindpura,
BHOPAL-462023

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 bidder's requirements and shall be annexed to this.

SCHEDULE-V

GUARANTEED TECHNICAL PARTICULARS OF AERIAL BUNCH CABLES

1	Name of Manufacturer					
2	Standard applicable					
3	Rated Voltage					
4	Whether material offered is having 'ISI'/Standard mark. Give 'ISI'/Standard marking License Number, its validity period and enclose certified photocopy.					
5	Permissible voltage and frequency variation for satisfactory operation:-					
	(a) Voltage					
	(b) Frequency					
		Size of Aerial Bunch Cables				
		3x95+1x16+1x70 (Bare Messenger)	3x70+1x16+1x50 (Bare Messenger)	3x35+1x16+1x35 (Bare Messenger)		
6	Continuous current rating at 70 °C temp when laying in air (Amp)					
	(i) Covered trench Amp/ °C					
7.	Short Circuit Current carrying capacity:-					
	a. Current in KA (rms)					
	b. Duration of short circuit					
	c. Conductor temperature allowed for the short circuit duty °C					
8. (a)	Conductor:- (Phase & Street Lighting Conductor)					
	a. Material & Grade					
	b. Source of receipt (Supplier's name)					
	c. Shape of conductor					
	d. Number of Wires					
	e. Nominal cross sectional Area (sq.mm.)					
	f. DC resistance at 20°C (Ohm/Km)					
8. (b)	Messenger Conductor -					
	a. Material & Grade					
	b. Source of receipt (Supplier's name)					
	c. Shape of conductor					
	d. Number of Wires					
	e. Nominal cross sectional Area (sq.mm.)					
	f. DC resistance at 20°C (Ohm/Km)					
9. (a)	Insulation Phase Conductor:-					
	a. Composition of insulation					
	b. Source of receipt (Supplier's Name)					
	c. Nominal thickness of insulation (mm)					
	d. Diameter of core over insulation (mm)					
	f. Volume resistivity at 27°C and at 70°C					
9. (b)	Street Light Conductor :-					
	a. Composition of insulation					
	b. Source of receipt (Supplier's Name)					
	c. Nominal thickness of insulation (mm)					
	d. Diameter of core over insulation (mm)					
	f. Volume resistivity at 27°C and at 70°C					
11	High Voltage Test:-					
	a. For acceptance test:-					
	(i) Voltage					
	(ii) Duration					
	b. For routine test:-					
	(i) Voltage					

	(ii) Duration						
12	Cable weight:-						
	a. Conductor weight / Km (Approx)						
	b. PE Insulation weight / Km (Approx)						
	c. Total weight of cable / Km (Approx)						

SIGNATURE OF TENDERER
NAME
DESIGNATION
SEAL OF COMPANY

SCHEDULE-VI

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

DETAILS OF TYPE TESTS CONDUCTED

Sl. No	Particulars of cable	Date of test	Place and Institution where tested	Test Report no. & date	Remark

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Type test reports of all offered cables shall be submitted separately.

DATE:
PLACE:

SIGNATURE OF BIDDER
NAME:
DESIGNATION:
SEAL OF FIRM