

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



TENDER SPECIFICATION NO.MD/WZ/06/PUR/1975 (E-Tender No.
2026_MPPKV_512439_1)

DUE FOR OPENING ON: - 16.06.2026 AT 15:00 Hrs

FOR SUPPLY OF Type-II Transformer Oil

THE CHIEF ENGINEER (PURCHASE)

O/o MD (West Zone),
M. P. PaschimKshetraVidyutVitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Phone No : - 0731-2426144, 2426201 & 2426205
Website : - <http://www.mptenders.gov.in> & www.mpwz.co.in
Email : - sepurchase06@gmail.com

TENDER SPECIFICATION NO. MD/WZ/06/PUR/1975**FOR SUPPLY OF Type - II Transformer Oil****DUE FOR OPENING ON 16.06.2026****I N D E X**

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OFFICE OF THE MANAGING DIRECTOR (WZ)
M. P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGRO.UND, INDORE

(Phone No: 0731-2426144, 2426201, 2426205, Fax No: 2423300
CIN:U40109MP2002SGC015121 & Email- sepurchase06@gmail.com

Dated: -

Amendment in NIT

**Sub:-Tender TS-1975 invited vide NIT No. MD/WZ/06/PUR/NIT-331/1904 dated: 15.05.2026 -
Amendment thereto.**

Ref:- NIT issued vide No. MD/WZ/06/PUR/NIT-331/1904 dated: 15.05.2026.

The NIT-331 Published vide No. MD/WZ/06/PUR/NIT-331/1904 dated: 15.05.2026, is hereby amended in respect of TS-1975 therein to the effect of its tendered quantity for Type-II Transformer Oil and tender amount as follows:-

TS No.	Particulars	Unit	Qty	NIT Amount (Rs. Lakh)	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre Bid meeting date
1975	Type-II Transformer Oil	KL	1293.0	1163.70	100000/-	10000/-	16.06.2026	04.06.2026

All other details and conditions of the NIT shall remain same & operative.

-Sd-

Chief Engineer (Purchase)
O/o MD (WZ), M.P.P.K.V.V.Co.Ltd.,
Indore



OFFICE OF THE MANAGING DIRECTOR (WZ)
M. P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGROUND, INDORE

(Phone No: 0731-2426144, 2426204/201/205/150/117/116 & 109)
 CIN:U40109MP2002SGC015121 & Email- sepurchase06@gmail.com

No. MD/WZ/06/PUR/NIT-331/1904

Indore, dated: 15.05.2026

NOTICE INVITING TENDERS

Online tenders are invited for supply of following Items/Services/Material. The sealed bids will be received online on the e-portal <https://mptenders.gov.in> up to date & time indicated below. The online 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: -

TS No.	Particulars	Unit	NIT Qty	NIT Amount (Rs. Lakh)	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre Bid meeting date
1957	33/11 KV, 5.00 MVA PTRs	No.	107	5753.06	100000/-	10000/-	16.06.2026	04.06.2026
1958	RCA for supply of PCC Poles							
(i)	9.1 Mtr Long 280 Kg.	No.	15662	988.32	100000/-	10000/-	19.06.2026	12.06.2026
(ii)	8 Mtr Long 140 Kg.	No.	9330					
1959	33 kV Polymer Pin Insulators	No.	67969	405.92	100000/-	5000/-	19.06.2026	NA
	33 kV Polymer Disc Insulators	No.	22982					
	11 kV Polymer Disc Insulators	No.	31897					
1960	9 kV Lightning Arrestor Gapless type (10kA) for 33/11 kV S/s	No.	12057	263.41	100000/-	5000/-	25.06.2026	NA
	27 kV Lightning Arrestor Gapless type (10kA) for 33/11 kV S/s	No.	1610					
1961	11 kV DO Fuse Unit	No.	9175	95.14	100000/-	2000/-	30.06.2026	NA
1962	11/0.433 KV, 100 KVA BIS Certified EEL-3 (old)/EEL-2 (New) DTRs	No.	1006	2058.73	100000/-	10000/-	30.06.2026	04.06.2026
1963	11/0.433 KV, 200 KVA BIS Certified EEL-3 (old)/EEL-2 (New) DTRs	No.	1166	4673.47	100000/-	10000/-	25.06.2026	
1964	11/0.433 KV, 315 KVA BIS Certified EEL-3 (old)/EEL-2 (New) DTRs	No.	592	5438.32	100000/-	10000/-	19.06.2026	
1965	AAA Conductor							
(i)	ISI Marked AAAC Dog Conductor (100 Sq.mm)	Km	2500	2498.10	100000/-	10000/-	10.06.2026	03.06.2026
(ii)	ISI Marked AAAC Raccoon Conductor (80 Sq.mm.)	Km	84					
1966	ISI Marked ACSR Rabbit conductor (50 sq.mm.)	Km	631	374.23	100000/-	5000/-	11.06.2026	04.06.2026
1967	ISI Marked ACSR Dog conductor (100 sq.mm.)	Km	1607	1855.51	100000/-	10000/-	11.06.2026	04.06.2026
1968	33 KV AL59 ACS (Dog Equivalent) Covered Conductor along with Accessories	Km	368.51	934.82	100000/-	10000/-	16.06.2026	10.06.2026
1969	11 KV AL59 ACS (Raccoon Equivalent) Covered Conductor along with Accessories	Km	378	716.69	100000/-	10000/-	16.06.2026	10.06.2026
1970	Stay set 20 mm. Painted	Set	10990	133.09	100000/-	5000/-	10.06.2026	03.06.2026
1971	Stay wire (Size 7/8 SWG) 7/4 mm	MT	90	65.85	65850/-	2000/-	16.06.2026	28.05.2026
1972	HT Cable							
(i)	33 KV 300 Sqmm 3 core XLPE Cable	Km	17	579.63	100000/-	10000/-	07.07.2026	08.06.2026
(ii)	11 KV 300 Sqmm 3 core XLPE Cable	Km	14					
1973	LT AB Cable							
(i)	3X50+1X16+ 1x35 Sq.mm	km	50	6052.48	100000/-	10000/-	23.06.2026	08.06.2026
(ii)	3X70+1X16+ 1x50 Sq.mm	km	50					
(iii)	3X95+1X16+ 1x70 Sq.mm	km	679					
(iv)	3X120+1X70+ 1x16 Sq.mm	km	20					
(v)	3X150+1X35+ 1x95Sq.mm	km	500					

TS No.	Particulars	Unit	NIT Qty	NIT Amount (Rs. Lakh)	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre Bid meeting date
1974	L.T. Distribution Box suitable for 500 KVA DTR	No.	257	191.23	100000/-	5000/-	25.06.2026	18.06.2026
1975	Type-II Transformer Oil	KL	665	598.50	100000/-	10000/-	16.06.2026	04.06.2026
1976	“Providing support services for Data Centre, IT Components, Non IT Components & WAN Environment of MPPKVVCL, Indore for Period of three (03) years.”	LS	1	519.17	100000/-	10000/-	30.06.2026	11.06.2026
1977	For Supply of Three-Phase Multifunction Transducers (MFT) (Make: DFE, Model No. DF433) and Contact Multiplier Relays (CMR) (Make – Paramount or PLA) with suitable Socket (Base) for DIN Rail, Compatible with DFE Make RTUs Installed at 33/11 kV Substations	No.	83(MF T)	6.65	6650/-	1000/-	02.07.2026	16.06.2026
		No.	249(C MR)					
1978	Supply Of Oracle Annual Technical Support (ATS) Services At MPPKVVCL, Indore	LS	1	429.17	100000/-	5000/-	01.07.2026	15.06.2026
EoI	EoI for Empanelment of Manufacturer for supply of best quality joint kits for 11 KV & 33 KV HT Cable of assorted size	-	-	-	-	-	10.06.2026	03.06.2026

Note :- Link for Pre-bid meeting of individual TS will be shared, separately.

- For updated / extended due dates for opening of tender (EMD in Envelope-A & Techno-commercial bid in Envelope-B) please refer to the online key dates.

Note:- All the participating firms outside of Madhya Pradesh are required to mandatorily pay the tender fee as well as EMD. Please refer the tender / NIT clauses for details in this regard.

- Other details can be seen in the complete tender documents available on e-portal <https://mptenders.gov.in> & our web site <http://www.mpwz.co.in>.
- Tender documents can be purchased only online and downloaded from <https://mptenders.gov.in> by making online payment for the prescribed **non-refundable** tender fees. Only in the case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. The tender fee is inclusive of all applicable taxes.
- The Bid Data should be filled in and the Bid Seals 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).
- The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The Bidders shall have to submit their Bids online and upload the relevant documents / forms as per time schedule (Key Dates).
- Since the online bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, Contractors are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: mptenders@mpsedc.com.
- Bidders intending to participate in the Tenders are required to get themselves trained on the e-Procurement System. They are required to contact Madhya Pradesh State Electronic Development Corporation Ltd, to confirm their session in advance.
- The required amount of EMD shall be accepted through online payment only as per the clause of the “Instructions for online bid submission”.
The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.

8. 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.
9. The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the websites. Company's website <http://www.mpwz.co.in> & the portal <https://mptenders.gov.in> but will not be published in newspaper. Hence participant bidders are *advised to regularly visit the websites* until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
10. 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.
11. The tender document will be uploaded on the portal normally 7 days prior to the date of pre-bid meeting (if applicable) or 15 (Fifteen) days prior to the date of respective tender opening, whichever is earlier. The interested bidders are advised to regularly visit the portal for the purpose.
12. **No submission in physical form shall be accepted at any stage during the online tender process.** Apart from online submission made till the due date of tender submission, no any further submission will be allowed. As such, bidder should ensure proper & full submission as required as per the tender terms to qualify in the tender.
13. **The Micro & Small Enterprises (MSEs) of Madhya Pradesh** registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / Udhyan or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for **the tendered item(s)** shall be exempted **from payment of tender fee**. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.

-Sd-
Chief Engineer (Purchase)
O/o MD, MPPKVVCL,
Indore

CRITICAL DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Supply of Type-II Transformer Oil
Tender Specification Number	MD/WZ/06/PUR/1975 Due on dated 16.06.2026
Due date of submission of Tender (EMD + Techno-Commercial Bid Online)	15.06.2026 up to 15.00 Hrs.

Key Dates:-

S.No.	Tender Stage	Date & Time
1.	Publishing Date	03.06.2026 09.00 Hrs
2.	Document Download/Sale Start Date	03.06.2026 09.00 Hrs
3.	Pre-Bid Meeting Date	04.06.2026 at 12:00 – 01:00 PM through Google Meet/ Physical
4.	Bid Submission Start Date	08.06.2026 15.00 Hrs
5.	Bid Submission End Date	15.06.2026 15.00 Hrs
6.	Bid Opening Date	16.06.2026 15.00 Hrs

Basic tender information:-

- Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (b), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.

Schedule II Duly Notarized Undertaking
Schedule III CA Certificate against Financial requirement of the tender
Schedule IV Guaranteed Technical Particulars
Schedule V“TENDER ACCEPTANCE LETTER”
Schedule VI“Check List”
Legible copy of Notarized Type Test Reports for the tendered item(s).
BIS License for the tendered item(s)
Power of Attorney / resolution of the Company authorizing a person to sign the document, in case of Company registered under Company Act.

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

- Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
- The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
- Pre-bid conference (Not Applicable).

-Sd-

Chief Engineer (Purchase)
O/o MD (WZ), MPPKVCL,
Indore

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

1)

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “**Online bidder Enrollment**” on the MP TENDERS Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate** (Class II or **Class III Certificates with signing key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2)

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard

documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The bidder has to submit EMD by making Online payment on mptenders portal until unless not exempted from EMD.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the Documents submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded Tender Documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

Contractors / Vendors / Bidders / Suppliers are requested to visit e-procurement portal of Govt. of Madhya Pradesh (<https://www.mptenders.gov.in>). The details and relevant links are available in the Bidders Manual Kit on the right pane of website which is furnished here-

S.No Particulars

Downloads

1	Notice to Bidders	Notice to bidders v906.pdf
2	Registration of Bidders	Bidder Registration Manual Updated v906.pdf
3	Uploading of My Documents	MyDocument Updated v906.pdf
4	Online e-Bid Submission	Three_Cover_Bid_Submission_New_v906.pdf Two_cover_bid_submission_new_v906.pdf Four_cover_bid_submission_new_v906.pdf Single_Cover_bid_submission_New_v906.pdf
5	Online Bid Withdrawal	bid withdrawal updated v906.pdf
6	Online Bid Re-submission	Bid Resubmission Updated v906.pdf
7	Clarifications (Tender Status, My Archive...)	Enquiry Updated v906.pdf
8	Trouble Shooting	troubleshoot document v906.pdf
9	BoQ Preparation Guidelines	ItemWise_BOQ_New_v906.pdf Percentage_BOQ_Updated_v906.pdf ItemRate_BOQ_Updated_v906.pdf

-Sd-
Chief Engineer (Purchase)
O/o MD, MPPKVCL,
Indore

PART-1

SECTION-I

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The Chief Engineer (Purchase) on behalf of the Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd. hereinafter referred to as “MPPKVVCL” invites tender for supply of material/equipment as per specifications attached for supply to Area Stores Indore, Barwaha, Dhar, Ujjain, Ratlam & Mandsaur in Madhya Pradesh.
2. The bidders are requested to go through the General instructions to the bidders Section-I, General terms & conditions of purchase contained in Section-III and Special terms & conditions of purchase contained in Section-IV except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted online. ***The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.***
3. Here are some of very important instructions which every bidder should read carefully for compliance before submitting the bid.
4. **VALIDITY OF BIDS**
Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.
5. **EARNEST MONEY**
The bidder shall deposit the Earnest Money vis-à-vis the value of the tender offered as per the table given below:-

NIT Value	Earnest Money
Upto INR 50,000.	Nil
Above INR 50,000.	@1% of Tender Value, subject to minimum INR 1,000 and maximum INR 1 lakh.

- (a) **No offer will be accepted without Earnest Money Deposit, unless exempted by the Purchaser.** If on opening of tender any discrepancy in EMD amount is noticed, the offer shall be rejected.
- (b) The required amount of EMD shall be accepted through online payment only. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Cover-1 without which online offer i.e., Covers-2 & 3 shall not be opened.

The following are exempted from payment of EMD:

- a) The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum(UAM)/Udyam or with any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s). The SSI units of MP registered with DIC shall be exempted from payment of EMD on production of valid competency certificate. In support of above the bidders shall be required

to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.

(c) Forfeiture of Earnest Money Deposit:

The EMD may be forfeited:-

- a) If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder.
- b) If a bidder modifies its bid in any manner before the validity of the bid expires.
- c) In the case of a successful bidder, if the bidder fails to furnish the Performance Security within the prescribed time.
- d) In the event the bidder withdraws its bid after opening of price bid, the firm may be debarred along with forfeiture of EMD.

(d) Return of earnest money to bidders.

- a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
- b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit.

6. SUBMISSION OF BID

A. Bidders shall submit tender only online in following three parts. No physical submission of document/bid is required.

- i. Part-I (Cover-1) – The bidders shall require to deposit EMD online as specified in clause -5 Section-I of the tender specification and to upload a scan copy of the same in Cover (1). In case of exemption from payment of EMD as allowed in Clause-5 (b) Section-I of the tender, bidders shall upload a scan copy of the duly notarized documents as required in above clause.
- ii. Part-2 (Cover-2) the bidders shall require to upload following documents digitally signed in Cover-(2) which shall form Commercial and Technical bid.

Schedule II Duly Notarized Undertaking
Schedule III CA Certificate against Financial requirement of the tender
Schedule IV Guaranteed Technical Particulars
Schedule V“TENDER ACCEPTANCE LETTER”
Schedule VI“Check List”
Legible copy of Notarized Type Test Reports for the tendered item(s).
BIS License for the tendered item(s)
Power of Attorney / resolution of the Company authorizing a person to sign the document, in case of Company registered under Company Act.

In case of erroneous/ non-submission/ missing of any of the document required as per the provision of the bidding document, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

- iii. Part-3 (Cover-3)- The bidders shall quote their rates online only in schedule-I and shall be kept in Cover-(3).
- B. The bidders are expected to be fully conversant with all the clauses of the bid document before submitting the bid. However, prospective bidder(s) regarding any clarification on bidding document may notify the purchaser in writing. Post award of contract any interpretation to any clause of the bid document shall not be entertained.

7. DATE AND TIME OF OPENING OF BIDS - CHANGES

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

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

8. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID

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

9. REQUIREMENT FOR OPENING OF PRICE BIDS:

The price bids of such offers shall be opened who have:-

- i. Accepted all Commercial terms & Conditions and Technical Specifications.
- ii. Qualified the basic qualification of the bidder, conflicting interest clause, financial, supply capacity & minimum quantity to be quoted, unsatisfactory Performance criteria.

Please ensure that the photocopies of documents furnished are legible & the documents are enclosed as has been stated to be furnished elsewhere in the tender.

10. UNSATISFACTORY PERFORMANCE

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

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with our company/ MPSEB/ other Discoms of MP, 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 of MPSEB, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows:-
 - **Non-execution of previous order(s).**
 - **Failures of material in testing & non-replacement of the same by the supplier.**
 - **Failures of material in mass as reported by the field officers.**

(i) Pre-Bid Conference

The Purchaser shall hold a pre-bid conference of bidders on 04.06.2026 at 12:00 – 01:00 PM though Google Meet joining info Video call link: <https://meet.google.com/zgc-dhcd-nvh> / Physical at the Purchase Section of Corporate Office, to clarify various clauses of the bid documents to ensure uniformity in understanding the bid documents.

- (ii) Bidders are advised to attend the Pre Bid Conference so as to clear all ambiguities and doubts and point to any mistake or shortcomings which might be visible in the Tender.
- (iii) The Purchaser reserves the right to change the clauses as emerging after pre-bid conference or as per its discretion. Details of any doubt(s) about instant Tender Specification and/or required clarification/ suggestion/ modification in any of the terms & conditions and/ or the specifications etc. must be sent sufficiently in advance to the Purchaser through post or (preferably) through e-mail so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.

- (iv) The Purchaser also reserves the right to insert new clauses or post amendments to Tender Specification etc. The changes shall be notified through addendum/corrigendum posted on Purchaser's website and e-procurement Govt. website to get all concerned informed. Bidders may therefore regularly visit the websites stated. The Purchaser shall not be responsible if some prospective bidder misses any Amendment/Addendum/Corrigendum/Due date extension related to the Tender.

11. AMENDMENT IN SPECIFICATIONS

The Purchaser may revise or amend the specification and drawing, prior to the date notified for opening of Technical 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.

12. 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 Purchaser shall be considered. Such offers can also be rejected.

13. 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, Purchaser can summarily reject such incomplete tender.

14. ALTERATIONS/CORRECTIONS IN BIDS

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

15. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

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 Purchaser shall be taken without any reference to the tender.

17. DISQUALIFICATION OF BIDS:

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

18. LANGUAGE OF BIDS

All tenders should be made in English only.

19. CANVASSING OF BIDS

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

20. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

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

21. DEVIATIONS FROM TERMS & CONDITIONS

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

22. AUTHORIZATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter (on Rs. 50/- non judicial stamp paper) from the bidder/supplier who have participated in the tender shall be allowed to attend the tender opening and further submission/collection of documents in the event of order.

23. CHANGE OF QUANTITY

The quantity indicated in the Schedule-I (Price & Quantity) is tentative and purchaser reserves the right to change the quantities of any or all items to the any extent for award of order/Purchase Order, as may be necessary, based on Purchaser's judgment/requirement. No correspondence shall be entertained into, neither discussed regarding change in quantity, nor any reason will be assigned thereof.

24. POOL RATES

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

25. ACCEPTANCE OF TENDER

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

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-II

QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY

Qualification Criteria

1.1. BASIC QUALIFICATION OF BIDDERS:

- i. This bidding is open for **manufacturers** only (Joint Venture in any form shall not be allowed to participate), who possess valid ISI license for manufacturing Type-II TRANSFORMER OIL conforming to ISS 335/2018 and provide satisfactory evidence : -
- ii. That they are qualified manufacturers who regularly manufacture the materials/ equipment of the type specified and have adequate technical knowledge and practical experience.
- iii. That they do not anticipate change in the ownership during the proposed period of Purchase Order (if such a change is anticipated, the scope and effect thereof shall be defined).
- iv. That they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.
- v. That they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified.
- vi. The Bidder must be registered under GST Act and should produce copy of the GST registration certificate, failing which offer shall be rejected. However, if it is under taken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted.

1.2. Technical Criteria

- i. The bidding is open for manufacturers of the tendered material/equipment only. Joint Venture in any form shall not be allowed to participate.
- ii. The bidder should have a **minimum experience of 3 (three) years of design, manufacturing of Tendered material** and have **supplied at least 50% of offered quantities** directly to the Discoms/SEBs/Power Utilities in any state of country or through turnkey contractors to any of the Discoms of MP only in last **Five (5) years** from the date of tender opening.
In support of above bidders shall require to submit undertaking, towards supply of quoted items in last five (5) years from the date of opening of tender, as per schedule-II : Self Undertaking duly notarized in a non-judicial stamp paper worth Rs. 500/-.
The bidders who qualify the above criteria shall participate as Regular Bidder and the bidders who do not fulfill the above criteria shall participate as New Bidders and the same shall be clearly specified / declared in Schedule-II failing which offers shall be liable for rejection.
- iii. The bidder should submit valid BIS license along with offer..
- iv. The Type Test certificates for the tendered items shall compulsorily be enclosed by the bidder along with their offer in support of evidence for compliance of specifications. The Type Test certificate should be only from NABL accredited Labs and notarized. The Type Test report other than NABL accredited Lab shall not be accepted. The Type Test reports certificate for the tests conducted as per latest applicable ISS on the tendered items/material should not be older than Five (5) years from the date of opening of tenders. The type test reports issued by the bidder's own NABL Accredited Testing Lab or their sister concern's Lab having commercial relations with the bidder of tendered item shall not be acceptable. Offers received without Type Test certificates for the tendered items may be rejected.
Further, photocopy of Type Test reports may be subsequently matched with the original reports at the time of placing order.
- vii. **The regular bidders should quote/offer at-least 50% of tendered quantity and at-least 5% by the new bidder** failing which offer shall be liable for rejection, however the offered quantity should not be more than the Spare Manufacturing Capacity of bidder.

Offered Quantity: Offered quantity means, the Spare manufacturing Capacity {i.e. Total Manufacturing Capacity – (minus) Orders quantity under execution}, which is actually available with the firm to supply material against the instant tender within scheduled delivery period.

2. Financial Criteria

The purchaser will take account of the following financial criteria to verify the qualification of the bidder. These criteria shall be evaluated on a **Pass–Fail** basis only:-

- i. The bidder should have sound financial capability. Bidder's annual turnover for the last financial year should be 10% of the value of the quantity offered by them in tender OR its aggregate turnover for the last five financial year should not be less than 100% of the value of the quantity offered by them in the tender.

If tender is issued in the month of September or prior to September then last 5 FY shall include the financial year ended in March of last year and in case tender is issued after the month of September then last year should be financial year ended in March of current year.

The above criteria shall be applicable only for regular bidders. New bidder shall be exempted from the above criteria.

- ii. The minimum working capital of the bidders at the end of last financial year/Bank utilization certificate- fund based (not more than 30 days from the date of opening of tender as per NIT) should be 5% **of the value of the quantity offered** by them in the tender.

Here offered value = (Tender value/Tender quantity) X offered quantity by bidder as per relevant schedule

- iii. The above criteria of working capital shall be applicable for the both Regular & new bidders.

3. CONFLICT OF 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. Purchaser 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 conflict of interest with one or more parties if including but not limited to:

- i. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother 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.
- iii. Has a close business or family relationship (spouse, son, daughter, father, mother or brother) with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the tender documents or specifications of the contract, and/or the tender evaluation process; or (ii) would be involved in the implementation or supervision of such contract.

The bidders shall be requested to furnish following documents/undertaking in this regard:-

- a) Copy to latest Income Tax return/Permanent Account Number (PAN) of all the partners/directors (in case of company) along with names, addresses and telephone Nos./Mobile Nos. of each Partner/Director.
- b) Latest Partnership/Ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of company) with names, addresses and telephone Nos./Mobile Nos. of each director.

- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.
- e) “Regarding Serving Officer(s) or Employee(s) of the MP Discom ”
The Bidder shall confirm that no Serving Officer(s) or Employee(s) of the MP Discom is/are Partner(s) of the Bidder’s firm or having shares or has any interest in his/her firm. The Bidder shall further confirm that no Partner of his/her firm has any close relationship (spouse, son, daughter, father mother or brother) with any serving Officer (s) or Employee (s) of the MP Discoms.

4. EVALUATION OF OFFERS AND ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not without assigning any reason.
- ii. If any taxes are not quoted, the Purchaser reserves the rights to load the quoted prices as per the applicable rate of taxes prevalent at the time of bid evaluation for price comparison purposes. However, responsibility in this regard shall solely rest with bidder.

5. COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)

Price bids of technically and financially qualified Regular Bidders shall be opened and evaluated to find lowest rate. The bidder, who quotes lowest computed FOR rate (i.e. landed unit cost) including all applicable taxes, shall be declared as L1 bidder.

New bidder shall not require to quote their prices in the price bid/BoQ under the column meant for Ex-works. They shall mention Rs. “00.00” in their price bid/BoQ against Ex-works. If new bidder quotes any price other than “00.00” in the price bid/BoQ against Ex-works then their bid will be rejected, and the Ex-works prices quoted by them will be considered as null and void in this bid. However, they shall require to quote Freight & insurance charges, offered quantity, HSN code and % of GST in the respective column of price bid/BoQ.

6. PRICE CONSIDERATION ZONE (10% above Lowest Acceptable Rate)

Subject to fulfilling all the criteria/tender conditions, the counter offer shall be limited to the bidders whose computed FOR rate including taxes, freight and other levies is within the price band of 1.10 times of the lowest acceptable offer on merit basis. The bidders whose offers are within price consideration zone shall only be eligible for issue of counter offers and LOI.

7. DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS

I. Quantity Distribution among Eligible Bidders:

The total quantity distribution among the various eligible bidders shall be as below:-

- (a) Regular Bidders:- Minimum 85% of tendered quantity and may go up to 100% in case of no eligible New Bidder.
- (b) New Bidders:- Maximum up to 15% of tendered quantity.

II. Distribution of quantity among Regular and New Bidders:-

Ranking list of the eligible bidders shall be prepared for all Regular Bidders in ascending order of their quoted prices. The firms which are coming under the **Price Consideration Zone** in the ranking lists may be eligible for placing of orders/counter offers on Lowest Acceptable Rate.

(i) Distribution of quantity amongst New Bidders

Such New bidders who are eligible as New Bidders for orders and accept counter offer at Lowest Acceptable Rate will be awarded order as below:

- (a) Up to 15% of the tendered quantity among all New Bidders equally or limited to their quoted quantity, whichever is minimum.
- (b) In case any quantity remains left from New Bidder then quantity to be allocated to regular bidders.
- (c) In case, there are no eligible New Bidders in the bid, then full 100% quantity will be considered for regular bidders.

(ii) Distribution of quantity amongst Regular Bidders

The balance quantity after allocation to New Bidders shall be distributed among the Regular Bidders. The Purchaser reserve the right to distribute this quantity amongst the bidders other than the lowest also in Regular Bidder category on counter offer at L-1 price. The distribution of the quantity among the all eligible Regular Bidders, who have accepted LoI on counter offer, will be done as under limited to their offered quantity:

Table:1 quantity distribution among regular bidders (% of balance quantity after allocation to the New Bidders)

Sr. No.	Quantity Distribution	Bidders who has quoted their rates under Price Consideration Zone in ascending order w.r.t. bidder R-1 and given consent of supply at L-1 Rate.		
1	3 or more Bidders agree on L1 rate	R1	R2	R3
	Quantity distribution (%)	55%	25%	20%
2	2 Bidders agree on L1 rate	R1	R2	
	Quantity distribution (%)	65%	35%	
3	When only 1 bidder agree on L1 rate	R1		
	Quantity distribution (%)	Minimum offered quantity by bidder and maximum up to 100% of tendered quantity		

- (a) It may be very carefully noted that the bidders, while accepting the Lowest Acceptable Rate (L-1) on counter offer against LoI issued to them have to compulsorily accept the quantity offered by the Purchaser in full provided it is within 75% of the quantity offered by them in the bid. In the event, they do not accept this, the Purchaser may not place order on them on counter offer.
- (b) The aforesaid nomenclature for assigning ranking to bidders in Regular Bidder Category as R-1, R-2, R-3 etc. will be for those bidders who have accepted the LoI on counter offer at L-1 rate and ranking will be in ascending order from lowest bidder R-1 who by default will be L-1 firm.
- (c) In the first instance, the LoI/Counter offer shall be issued to the bidders with relative ranking of R-1 to R-3 as per Sr. No. 1 of table-1, in the ascending orders of their quoted price. In case of non- acceptance of LoI/Counter offer by any bidder, the next bidder(s) beyond L-3 falling within aforesaid price consideration zone will become eligible for LoI/counter offer and so on. (Bidders are advised to clearly understand this and do not get confused by R-2 & R-3, with L-2 & L-3).
- (d) In Sr. No. 1 of above table, the 55% quantity allocation to R-1 shall be with the consent of R-1 bidder, if his offered quantity is less than 55%. In case of non/partial acceptance, the quantity shall be restricted up to accepted/offered quantity against this tender. In this situation, the remaining unaccepted additional quantity by R-1 bidders, shall be offered to R-2 bidder subject to his original offered quantity against the tender, in case of partial

acceptance of such additional quantity by R-2 bidder, the remaining quantity shall be offered to R-3 firm subject to his original offered quantity against the tender. If any non-distributed quantity still left, then same shall be allotted to R-4 bidder falling in Price Consideration Zone and accepted counted offer at L-1 rate.

- (e) In Sr. No. 2 of above table, the 65% quantity allocation of R-1 and 35% quantity to R-2 bidder shall be with their consent, if their offered quantity is less than allocated quantity. The minimum quantity allocation to any bidder shall be restricted up to their offered quantity against this tender. In case on non/partial acceptance of additional quantity by any bidder, the remaining unaccepted additional quantity shall be offered to other bidder. In case, any quantity remains undistributed due to non-acceptance or partial acceptance of quantity by other bidder, then same shall be procured through retendering.
- (f) If there are no regular bidders except R-1 bidder (Sr. No. 3) in Price Consideration Zone or no regular bidder accept the counter offer at L1 rate, then 100% quantity (balance quantity allocation to New Bidder) may be offered to L1 bidder. On his refusal or partial acceptance of additional quantity above his offered, then re-bidding shall be done for such unaccepted remaining quantity.
- 5) (iii) **In the above manner if none of the MP based unit gets any order then the tendered quantity required to be procured shall be allocated as under:**
 - a. **Distribution of quantity amongst MP based units:-** Up to 10% of the tendered quantity required to be procured among all MP based units equally provided, they fall within price consideration zone and accept counter offer rate at L1. In case, there is no eligible MP based unit then the quantity meant for MP based units shall be allocated to the other eligible regular bidders.
 - b. **Distribution of quantity amongst New bidders:-** Up to 15% of the tendered quantity required to be procured amongst all new bidders equally or limited to their quoted quantity whichever is lower. In case, any quantity remains left from new bidders then the same shall be allocated to the other eligible regular bidders.
 - c. **Distribution of quantity amongst regular bidders:-** Minimum 75% of tendered quantity required to be procured which may go up to 100% in a manner as specified in clause-6 (II)(ii) above.
- (iv) In case where the tender quantity is meager, the Discom may allocate 100% of the tendered quantity only to the L-1 bidder.
- (v) The quantity distribution as above shall be made amongst the eligible bidder provided there is no order pending on them for the tendered items for which delivery period has passed. In case bidder will have pending order and its delivery period has passed, the purchaser at its discretion may reduce such pending order quantity from their share as per above quantity distribution and its quantity shall be distributed among the other eligible bidders. The quantity already offered shall not be considered in pending order quantity.
- (vi) **Distribution of quantity in case two bidders quoted same price :-**
 - d) In case two bidders quote same L1 rate, then both the bidders will be considered as L1 bidder and their rate will be declared as L1 rate. In such case, share of L1 and L2 bidders as per quantity distribution shall be equally distributed amongst these two L1 bidders.

Similarly, in case of two L2 bidders, share of L2 and L3 bidders as per quantity distribution shall be equally distributed amongst such two L2 bidders and so on.

III. Re-distribution of quantity due to non-performance of any supplier:

In case performance of any supplier is found unsatisfactory during the delivery process, the award will be liable to be cancelled and in such event the Purchaser reserves the right to distribute the balance quantity of cancelled award amongst remaining existing (Both Regular & New) suppliers on their acceptance. Started from the regular supplier, the quantity shall be offered first to the highest ranking supplier, on his refusal or partial acceptance, the remaining quantity shall then be offered to supplier of next ranking. If any non-distributed quantity still left, then same shall be allotted to next ranking bidders falling in Price Consideration Zone and accepted counter offer at L-1 rate, in case the quantity still left same shall be offered to new bidders in similar manner as mention in this para as above. However this action shall be fully at the discretion of the Discom only.

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Indore

SECTION-III

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In this bid document (including all the Sections & Schedules), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- (i) “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.
- (ii) “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser to execute the Purchase Order.
- (iii) “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid/tender documents.
- (iv) “Bidder” shall mean the firm/manufacturer who quotes the offer against a tender or enquiry.
- (v) “BG” shall mean Bank Guarantee.
- (vi) “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- (vii) “Competent Authority” shall mean the authorised person of the Purchaser.
- (viii) “EMD” shall mean Earnest Money Deposit.
- (ix) “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time to Agency.
- (x) “Purchaser” shall mean Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore.
- (xi) “MPPKVVCL” shall mean Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore.

2. PRICES AND STATUTORY LEVIES

- (i) It is obligatory that FOR destination FIRM or VARIABLE price as specified in Section-IV:Special Terms and Conditions of Purchase is quoted, clearly giving break-up in the following elements: -
 - (a) Unit Ex-works / Ex-godown rate including packing.
 - (b) Goods and Service Tax GST as applicable: -
 - (i) CGST and SGST; or
 - (ii) IGST
 - (c) Forwarding & Freight-Insurance Charges.
 - (d) Any other levy / taxes. The details and rate to be specified.
 - (e) In case of exemption from Tax, documentary evidence shall be furnished with the offer.
 - (f) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, including all elements. In absence of this, the offer shall be liable for rejection.
 - (g) No revision on any account shall be allowed during execution of the order.
 - (h) The price should be quoted after taking into account the Input Tax credit of GST. In case of an order, the bidder shall be required to submit ‘Anti Profiteering Certificate’ in specified format to be furnished before placement of order.
- (ii) Any charge as may be applicable as per law in force, must be clearly specified otherwise any of such silent charges, shall not be payable in the event of an order.
- (iii) The basic order shall be placed on Ex-factory price inclusive of packing and forwarding charges. GST shall be paid on elements of Ex-factory price and Freight charges.
- (iv) The payment of statutory levies such as CGST & SGST or IGST against the Purchase Order shall be made on the basis of rates prevailing during the contractual delivery period only and on applicable quantity due, to be actually delivered as per delivery schedule of Purchase Order. In case concessional rate of statutory levies are quoted by the bidder, then the same shall be paid limited to the quoted rate. In that case the payment of statutory levies against the Purchase Order

to all concerned government departments or any other organization will be the sole responsibility of supplier on the basis of rates prevailing during the contractual delivery period as per schedule of Purchase Order, as well as for any supplies made after the contractual period. Any liability raised by the government authorities due to any difference in the amount payable and consequences thereof the purchaser will not be responsible for any sustained damages by the supplier.

- (v) In case, supplies against the Purchase Order are affected late i.e. beyond contractual delivery period and rate of GST undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levy (ies) undergoes, downwards revision then the delayed supplies beyond contractual delivery period will attract the reduced rate of statutory levy (ies).
- (vi) In case of delay in supply, if the supplier is able to prove that the delay involved is due to force majeure conditions, as detailed in the "Force Majeure" clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for GST shall be accepted and payment shall be released, accordingly.
- (vii) Pending decision on the request of the supplier, for condition of the delay in delivery, the supplier will claim GST as per the rates prevailing during the contractual delivery period. In case, this is not done, all financial losses will be to supplier's account.
- (viii) **GST registration number of MPPKVVCL23AADCM7397N1ZU**
- (ix) If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Purchase order, which directly impacts tax liability of Agency in performance of this Purchase order, an equitable adjustment of the Purchase order value shall be made to take into account any such change by addition to the Purchase order value or deduction therefrom, as the case may be. **However, decision of the Purchaser would be final in this regard**".
- (x) In case of difference in the quoted HSN Code/Service Accounting Code and quoted rate of GST, final decision of the MPPKVVCL, Indore shall prevail.

3. **TRANSIT RISK**

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The Purchaser 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 Purchaser 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 Purchaser 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.

4. 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.

5. MODE OF DISPATCH

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

6. SUBMISSION OF DRAWING AND LITERATURE

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

7. INSPECTION AND TEST CERTIFICATE

- (i) The Purchaser shall arrange pre dispatch inspection of material/equipment at the Firm's work before dispatch by deputy an officer from the Purchaser. The supplier shall extend all necessary cooperation and facilities to the inspecting authority for performing inspection/ testing of materials.
- (ii) Intimation about the date, by which material shall be ready for inspection, indicating quantity, be given to the 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 timeline.

- (iii) The supplier shall not dispatch the material unless specific dispatch instructions are issued by the Purchase Section of Purchaser or any other authorized officer of the Purchaser.
- (iv) In case the officer deputed for inspection does not find the offered lot ready at the Firm's works the Purchaser shall reserve the right to recover from the supplier, such charges as might have been incurred in arranging such inspection. These charges have been specified in clause 9 "Fake inspection call".

8. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING

- (i) The Purchaser, 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.

9. FAKE INSPECTION CALL

All such cases where firms after giving inspection call do not offer full quantity as per their offer letter to the Inspecting Officer deputed by the Purchaser for any reason, shall be treated as 'Fake Inspection Call'. The Purchaser will not be under any obligation to arrange inspection of such partial lot and the firm will be required to remit a sum of Rs.50,000/-.

In case of more than two Fake Inspection call under the same purchase order, the purchaser at its discretion may cancel the order for balance ordered quantity exercising provision of "Cancellation/ Termination of order" of the tender and also debar the firm from future business.

10. FORCE MAJEURE

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (d) Strikes, slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

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

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

evidence for scrutiny by the purchaser and decision of the Purchaser shall be binding on the firm.

11. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS/ORDERS

All amount recoverable from the successful bidders against any earlier or subsequent contracts/orders including contracts/orders placed on sister concern by the Purchaser will be adjusted/ recovered from any type of payment due against the contracts/orders that may be awarded under this specification OR any other contract(s)/order(s) including the contracts/order placed on sister concern firms placed by Purchaser against other tender specification for the same or the other items.

The Purchaser shall have the option to recover the outstanding dues / liability, if any, against the firm against any contracts / orders from the firm's bills / payments due against the orders / contract placed by other successor Companies formed on restructuring of MPSEB, which shall be binding on the bidders.

12. FALSE/WRONG INFORMATION/DOCUMENT SUBMITTED BY BIDDER

In case, at any stage, if any information/document as submitted by bidder/Supplier is found false/ forged or incorrect, the purchaser shall be free to take any punitive / legal action against the bidder/supplier (s) which may include debarring from the future business with MP DISCOMs.

13. COMPLETENESS OF EQUIPMENTS

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

14. EXTENSION ORDER

The Purchaser reserves the right to place an extension order for any additional quantity to the extent of 50% quantity of the original order on the same rates, terms and conditions within Nine Months from the date of order.

Other Discoms of MP may also place extension order for the quantity not exceeding to 50% quantity of original order on the same rates, terms and conditions within Nine Months from the date of order with the consent of order placing authority.

15. DESIGN AND INTER-CHANGEABILITY

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

16. MATERIAL TEST CERTIFICATE

Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the result of all tests prescribed in the relevant ISS (as mentioned in the Technical Specification Schedule) for ordered items shall be submitted to the office of the Order placing Authority for approval along with the letter/ offer for inspection of the material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in ISS.

17. 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.

18. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all Goods covered under procurement, shall have been produced, sold, despatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time.

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

19. CANCELLATION/TERMINATION OF ORDER

The Purchaser may upon written notice of default, terminate/cancel the purchase order in whole or for a part quantity with recovery of liquidate damages at the rate of 10% of ex-works price(s) of stores not delivered by them or liability on account of risk and cost, whichever is higher in the circumstances detailed hereunder:-

- i. If in the opinion of the Purchaser, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Purchaser.
- ii. If in the opinion of the Purchaser, the supplier fails to comply with any of the other provisions of this order or material is found not in accordance with prescribed specifications and or the approved samples.
- iii. If in the opinion of the Purchaser, the supplier fails to take urgent steps towards corrective measures as indicated/intimated to them as a result of stage inspection.
- iv. In pursuance to clause no . 19.1, 19.2 &19.3 Above, Purchaser may debar the supplier for further business with Purchaser for a declared period on breach of the Purchase Order.
- v. Notwithstanding that the powers under clause 19.4 referred to above, are in addition to the rights and remedy available to the Purchaser under the general law of India relating to Contract.
- vi. In the event, Purchaser does not terminate the order, the supplier shall continue execution of this order, in which case he shall be liable to the Purchaser for liquidated damages for the delay as per applicable clause until supplies are accepted.

- 20. CANCELLATION/TERMINATION OF ORDER FOR CONVENIENCE:-** The purchaser shall be entitled to terminate/cancel the purchase order at any time for the balance ordered quantity which is within the delivery schedule with no liability on either side and without assigning reason thereof. However the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.

21. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

As a result of opening of the subsequent tender of the purchaser, if the rates received for the same item(s) are found to be lower, then the balance ordered quantity as on date of opening of price bid excluding the quantity which has already been offer for pre dispatch inspection, may be accepted at the lower rates only. If the supplier does not agree to supply the balance quantity at the lower rate, the order for the balance quantity shall be cancelled by the purchaser without liability on either side provided the balance ordered quantity falls within the delivery schedule of the purchase order otherwise the provision of the clause named “Cancellation/Termination of Order” shall be applicable.

22. JURISDICTION

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

23. CORRESPONDENCE:-

Copies of all important correspondence on subject should be sent to Deputy Director (CBP Cell), MPPKVVCL, Indore , the concerned consignee and to this office.

24. POOL RATES

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

25. REVERSE AUCTION

After opening of Price Bid, the Purchaser will conduct a Reverse Auction (RA) among the technically and commercially qualified bidders, through mptenders portal for determination of the lowest bidder (L1).

The bidders shall confirm their acceptance to participate in the Reverse Auction at the time of submission of their bids. Bidders who do not accept Reverse Auction shall not be considered for further evaluation.

i. Process of Reverse Auction

- a) Only the bidders who qualify in the technical and commercial evaluation and whose price bids are opened shall be eligible to participate in the Reverse Auction.
- b) The Reverse Auction will be conducted on a specified date and time, which will be communicated to the eligible bidders electronically through system generated email and SMS by mptenders portal.
- c) The date and time of commencement of Reverse Auction and duration of Reverse Auction time shall be communicated at least 4 days prior to such auction date. Any force majeure or other condition necessitating postponement of auction shall entitle MPPKVVCL to postponement of auction even after communication, but, MPPKVVCL shall be obliged to communicate to all participating vendors the postponement prior to commencement of such Reverse Auction.
- d) Name of bidders/ vendors are anonymously masked.
- e) All qualified bidders can quote and lower their price offers.
- f) The lowest bidder can be displaced by an even lower bid, within the given time frame.
- g) Bid can be only at multiples of specified decrement value.

- h) All bidders are able to view the current lowest price during the auction time.
- i) On completion, a report is generated with all details of bid and the original names of the bidders.

ii. Start Price & Decrement

- a) The Purchaser shall start the Reverse Auction based on the lowest price discovered through the initial price bids.
- b) The minimum decrement shall be notified. Bidders shall be able to reduce their price only by a minimum decrement or its multiples.
- c) The initial auction period will be 60 minutes (Sixty minutes) with a provision of auto extension by 10 minutes (Ten minutes) from the scheduled / extended closing time if any fresh bid is received in last 10 minutes (Ten minutes) of auction period or extended auction period. Such auto extensions shall be effective only if, reduction in rate by a Bidder.

iii. Determination of L1

- a) At the end of the Reverse Auction, the bidder quoted the lowest price shall be considered as L1, subject to verification of arithmetical errors and compliance to tender terms.
- b) After completion of Reverse Auction process, Price Breakup of L-1 bidder shall be derived (keeping their own quoted Freight & Insurance charges same) from initially submitted Price Bid.

iv. Other Conditions

- a) The Purchaser/Employer reserves the right to accept or reject the Reverse Auction result, or to annul the Reverse Auction process, without assigning any reason thereof.
- b) In case of failure of the Reverse Auction due to no participation or technical failure, the Purchaser/Employer may decide to proceed with the original price bids submitted.
- c) The price quoted in the Reverse Auction shall be inclusive of all applicable taxes, duties, levies, freight, insurance, etc., unless otherwise specified in the Tender.
- d) Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen, auction rules etc.
- e) Discom will not entertain or accept any request for extension of time during the Reverse Auction Process. Bidders are, therefore, requested to make all the necessary arrangements/ alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse Auction Process. Discom shall not be responsible or liable for such eventualities.

26. FACTORY INSPECTION OF NEW BIDDERS

In case of New firms/Participants quoted for the first time who had not executed any order of Discom of MP in last three years, their factory inspection shall be carried out by the purchaser representative after opening of tender or prior to placement of order on them, with a view to ascertain whether they are a qualified manufacturer and are having adequate facilities, technical know-how and practical experience for manufacturing of the quoted items. The satisfactory report of factory inspection of such new firms shall be an essential requirement for them for execution of order against the instant tender. The representative of purchaser may see the raw material and its record, testing lab and testing facilities, may question workers/Staff, see the machineries, safety standards floor layout of factory and verify past experience record claimed in the instant bid. The firm shall deposit amount of Rs. 10,000/- + GST as applicable to the purchaser towards factory inspection as above.

27. ROUTINE AND ACCEPTANCE TEST :-

The manufacture shall carryout the all routine and acceptance test as stipulated in the relevant Indian standard at their works and result of these test will be submitted to this office for approval along with letter / offer for inspection. The above test results may be witnessed by our representative at the manufacturer's work if so desired by the purchaser, prior to the dispatch of the material.

28. QUALITY ASSURANCE PLAN

The bidder must establish that they are following a proper quality assurance program for manufacture of tendered item and shall submit various checks, tests , since receipt of raw material upto the dispatch of finished product the bidder shall invariable furnish with his bid statement given list of important raw material, name of sub supplier for the raw material , list of standards according to which the raw material are to be tested , list of test normally carried on raw material, list of manufacturing facility available , list of testing equipments available with the bidder for final testing of equipment and test plant limitation , level of automation and list of areas where manual processing exists.

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.

-Sd-

Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-IV**SPECIAL TERMS AND CONDITIONS OF PURCHASE****1. PRICES:**

It is obligatory that FOR destination FIRM or VARIABLE price as specified in Section-III 'Special Terms & Conditions of Purchase' is quoted, clearly giving break-up in the following elements: -

- (a) Unit Ex-works / Ex-godown rate including packing.
- (b) SGST/CGST/IGST which ever applicable-
 - (i) SGST as applicable on Ex-works prices including Freight & Insurance charges as on date of Bidding.

- (ii) CGST as applicable on Ex-works prices including Freight & Insurance charges as on date of Bidding.
 - (iii) IGST as applicable on Ex-works prices including Freight & Insurance charges as on date of Bidding.
 - (c) Forwarding & Freight-Insurance Charges.
 - (d) Any other levy / taxes. The details and rate to be specified.
 - (e) In case of exemption/ concessional GST, documentary evidence shall be furnished with the offer.
 - (f) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, including all elements as applicable. In absence of this, the offer shall be liable for rejection.
 - (g) The price should be quoted after taking into account the Input Tax credit of GST.
- (ii) Any charge as may be applicable as per law in force, must be clearly specified otherwise any of such silent charges, shall not be payable in the event of an order.
- (iii) The basic order shall be placed on Ex-factory price inclusive of packing, forwarding & freight-Insurance charges. GST shall be paid on elements of Ex-factory price + Freight & Insurance charges.
- (iv) The payment of statutory levies such as SGST, CGST, IGST against the contract shall be made on the basis of rates prevailing during the contractual delivery period only and on applicable quantity due, to be actually delivered as per delivery schedule of contract. In case of the concessional rate of statutory levies are quoted by the bidder, then the same shall be paid limited to the quoted rate. In that case the payment of statutory levies such as SGST, CGST, IGST against the contract to all concerned government departments or any duties to any other organization will be the sole responsibility of supplier on the basis of rates prevailing during the contractual delivery period as per schedule of contract, as well as for any supplies made after the contractual period. Any liability raised by the government authorities due to any difference in the amount payable and consequences thereof the purchaser MPPKVVCL, Indore will not be responsible for any sustained damages by the supplier.
- (v) In case, supplies against the contract are affected late i.e. beyond contractual delivery period and rate of CGST, SGST, IGST undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levy (ies) undergoes, downwards revision then the delayed supplies beyond contractual delivery period will attract the reduced rate of statutory levy (ies).
- (vi) In case of delay in supply, if the supplier is able to prove that the delay involved is due to force majeure conditions, as detailed in the “Force Majeure” clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for CGST/ IGST/SGST shall be accepted and payment shall be released, accordingly.
- (vii) Pending decision on the request of the supplier, for condition of the delay in delivery, the supplier will claim CGST/ IGST/SGST as per the rates prevailing during the contractual delivery period. In case, this is not done, all financial losses will be to supplier’s account.
- (viii) In case any new tax is made applicable after submission of bids by the bidders, additional payment on account of such new taxes would be considered by the company. However, decision of the company would be final in this regard.

- (ix) In case of non-registration with Tax Department, GST Tax as admissible shall be deducted by the purchaser from the bills of the supplier.
- (x) M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore is a registered dealer under GST Act. The registration No. is **23AADCM7397N1ZU**. Necessary declaration form for availing concessional GST, (wherever applicable and if so mentioned in Special Terms & Conditions of Purchase), shall be furnished after receipt of material at destination and verification of the legal position at our end.

In case of difference in the quoted HSN Code/Service Accounting Code and quoted rate of GST, final decision of the MPPKVVCL., Indore shall prevail.

2. PRICE VARIATION :

Wherever required price variation shall be payable a sunder:

- i. Price variation shall be payable when the supply is made within contractual delivery period.
- ii. Price Variation shall be payable on the basis of date of delivery of the material at Area Store.
- iii. No upward price variation shall be payable beyond the contractual delivery period where the supplier is responsible for the delay and the payment shall be restricted to the original ordered price only. However any downward variation in the prices on the actual date of delivery shall be recoverable from the firm.
- iv. For calculation of Price Variation, Indices as applicable on the first day of the month prior to the month of delivery shall be considered.

3. PAYMENT

Subject to completion of all contractual formalities 100% payment alongwith Taxes Corresponding to the consignment would generally be made within 45 working days from the date of DRR on acceptance of material by the Area stores after successful testing at NABL Lab.

The Purchaser shall not be liable for payment of any interest on delayed payment.

- (ii) The supplier shall forward the original RR / MTR directly to consignee along with copies of following documents: -
 - a) A copy of bill
 - b) Delivery Challan
 - c) The inspection and or T.C. approval
 - d) Detailed packing list, if required.
- (iii) The original bills should be forwarded to the paying authority through Deputy Director (CBP Cell), MPPKVVCL, Indore and should be marked “**ORIGINAL**”. The bill should indicate GSTN Registration Number and date allotted to him under GST Act.
- (iv) The following documents will have to be forwarded to the paying authority along with bills in triplicate: -
 - a) Bill / Invoice.
 - b) Xerox copy of dispatch documents i.e. RR / MTR etc.
 - c) Dispatch clearance / instructions.
- d) In case of MSME Firm, the copy of valid MSME registration certificate duly notarized.**
- (v) 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.
- (vi) The invoice in triplicate with relevant documents such as Material Receipt Certificates in good condition etc. should be submitted to the Deputy Director (CBP Cell), MPPKVVCL, Indore for the quantities supplied in Discom Area stores for claiming the payment or any other related issues.

- (vii) The Purchaser shall make above payment directly in the supplier's Bank account, for which the following details are required to be invariably submitted with the offer in the prescribed schedule / template:-
- Name of Bank and Branch address
 - Their Bank Account Number
 - IFS Code of the Branch for RTGS transfer
- (viii) Charges required by Bank in this regard will be debited to supplier's / contractor's Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

4. TIMELINES FOR DIFFERENT PROCUREMENT ACTIVITIES

- Pre dispatch inspection shall be arranged by the purchaser within 2 working days from the date of receipt of offer from the supplier
- The inspecting authority shall perform pre dispatch inspection at the firms work within 7 working days from the date of nomination.
- The inspecting authority shall send inspection report on the same date on which inspection is performed through mail.
- Dispatch Instruction shall be issued by the purchaser within 2 working days from the date of receipt of satisfactory inspection report on mail.
- The consignee Store shall take the consignment in DRR on the same day on which material is consigned to Area Stores.
- The SE (Stores) / Consignee shall arrange sending at NABL lab of sample randomly drawn from the supplied lot within 8 working days from the date of DRR of last consignment under a particular DI. Further, the SE (Stores) / consignee shall constantly pursue for early testing at NABL lab.
- The purchaser, if required may also arrange testing of sample randomly drawn from the lot supplied in part in any of the Area Store under a particular Dispatch Instruction.
- Material at Area Store shall be accepted /Rejected by the consignee within 1 working day from the date on which the SE (Stores) conveys test result through mail.

5. DELIVERY

- The bidder shall require completing the delivery in 4 installments. The first Lot/Installation shall be supplied within 70 days from the date of issue of order (including the date of issue of purchase order send through mail) and subsequent Lot (s) within next 45 days thereafter as under.

Sl. No.	Lot No.	Qty. To be delivered in percentage	Delivery Schedule
1.	1 st	25%	To be supplied within 70 days from the date of issue of order
2.	2 nd	25%	To be supplied within next 45 days thereafter
3.	3 rd	25%	To be supplied within next 45 days thereafter
4.	4 th	25%	To be supplied within next 45 days thereafter

- The period allowed for delivery of 1st lot shall include the time required for submission and approval of GTP and Drawings.
- In case material under a lot is delivered beyond terminal date specified for the respective lot (s) penalty as per penalty clause of the purchase order shall be recoverable form the supplier. The

penalty shall be reckoned from the next day of the terminal date of restive lot(s) to the date of actual delivery.

- iv. In case terminal date for a lot falls on a holiday it will be shifted to the next working day.
- v. The purchaser shall reserve the right to defer the supplies or re-schedule the delivery of the order if required. The intimation shall be given in writing the Price Variation shall be given for quantities deferred along with any change in applicable Taxes.
- vi. In case of delay in the part of purchaser in arranging the pre-despatch inspection or in issuing dispatch Instructions beyond the time line prescribed in clause '4' (para of timelines) above, the same shall be specified by the purchaser in the dispatch Instructions and this period shall not be counted for calculation of penalty on account of delay in delivery.
- vii. Early delivery of the material shall be preferred, if required.
- viii. **Deferment of deliveries:-** MPPKVVCL reserves the right to defer the supplies or reschedule the delivery of the orders, if required. The intimation shall be given in writing.

6. TESTING AND ACCEPTANCE OF MATERIAL

In additional to usual pre-despatch inspection of individual offered lots at the works of the supplier by the MPPKVVCL, Indore's representative, joint sampling from first Road Tanker of each lot of transformer oil shall be done and sample got tested at BHEL, Bhopal/CPRI, Bhopal/MPPTCL, testing Division at Ujjain in presence of MPPKVVCL, Indore's officers and your representative for the following tests: -

- a) BDV.
- b) PPM.
- c) Tan delta.

The testing charges shall be borne by the supplier. After successful testing, further supplies in tankers shall be permitted

7. SECURITY DEPOSIT

Security deposit equal to 10% of value of the order placed against the tender shall be furnished by the bidder in the form of DD/B.G. only drawn on any scheduled Bank. The Bank Guarantee towards Security Deposit should be from a scheduled bank on stamps paper equal to 0.25% of the amount of BG subject to maximum of Rs. 25,000/- as per Gazette Notification of GoMP dtd 07.01.2015 with validity of minimum 18 months so as to cover the guarantee period of the material and also due and faithful execution in accordance with terms and conditions of the order. No relaxations in submission of Security Deposit against the tender/order shall be granted. The Security Deposit shall be deposited by the bidder within 30 days from the date of receipt of the order. However on request of the firm, purchaser may allow for deduction of security deposit from their first supply bills. In case amount of security deposit is higher than the first supply bill then remaining amount of security deposit shall be adjusted from the subsequent supply bill. Payment against supply bill shall not be release without deposition of security deposit by the firm are allowed by the purchaser on request of firm for deduction of security deposit from their supply bills.

The facility of Permanent Security Deposit (PSD) shall not be considered against this tender and the bidders shall have to furnish the requisite Security Deposit as above.

Demand drafts should be in favour of senior account officer MPPKVVCL, Indore drawn on any Nationalized/scheduled bank at Indore.

The Bank Guarantee shall require to executed on a non-judicial stamps equal to 0.25% of the amount of BG subject to maximum rupees 25,000/-

SSI units registered with industries department of Madhya Pradesh (MP) shall require to pay security deposit for only 5% value of the order subject to maximum of Rs 20,000 in cash or DD. This concession is for such SSI units of MP who are doing business up to Rupees 50 Lakhs annually.

The Purchaser shall adjust/forfeit the SD against liquidate damages on account of non execution or part execution of the orders/poor performances of the supplier.

Security Deposit shall be returned to the supplier only after due and faithful performance of the order and on expiry of guarantee period provided there is no liability to be recovered against the purchase order placed on them.

The purchaser at its discretion may reduce the amount of Security Deposit on prorata basis to the extent for the quantity for which performance guarantee is left.

No interest shall be payable by the Purchaser on security deposit submitted by supplier.

As per SFMS platform the bank account details of purchaser needed for preparation of BG are detailed as below

Bank Branch Name : State Bank of India, SME Branch, Udyog Bhawan, 96, Pologround, Industrial Estate, Indore (MP)-452015

Bank IFSC Code : SBIN0004037

Accordingly it has to be ensured carefully that details of the bank guarantee are transmitted through SFMS from issuing bank to the branch mentioned above to authenticate confirmation/genuineness of the same.

6. PENALTY

In case of delay in execution of the order or non-execution of the order, the purchaser shall recover from the supplier, a sum equal to 0.5 % of the Ex-works price for the quantity not delivered to Stores for every week of delay. For the purpose of this clause part of a week shall be considered as full week. However, maximum penalty under this clause shall be restricted to 10% of the Ex-works value. This will be without prejudice to other remedies available to the purchaser as per the laws of India, or terms of this Tender.

7. PENALTY FOR BREACH OF PURCHASE ORDER

Breach of any Terms & Conditions which are included in the any section of the tender documents, or various schedules, Section, enclosures, appendix etc. which are referred in these sections, shall be deemed as breach of this Purchase Order. In case of breach of this Purchase Order by the bidder / vendor, the Purchaser shall be entitled to forfeit the available security deposit and to realize & retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Purchaser to recover any further sums as damages, from any sums which are due or which may become due to the Agency by the Purchaser; or otherwise howsoever.

8. PERFORMANCE GUARANTEE

- (i) If during the course of 12 Months subsequent to the date of receipt of consignment, any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangement on these accounts will be made by the suppliers.
- (ii) The said material, if required to be replaced, shall be collected by the supplier / firm from Area Stores / work side at their own cost and at their own responsibility. These material will like-wise be returned duly repaired / replaced and tested subsequently by the supplier to the destination indicated, on "Freight paid basis" at their cost within a period of 30 days from the date of intimation. The guarantee period as stipulated in sub-clause (i) 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.

- (iii) Further, it is clarified that all the charges towards carrying out repairs including packing /forwarding loading/unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.
- (iv) All equipment/line materials reported failed within specified guarantee period shall be replaced free of cost by the supplier/manufacturer concerned.
- (v) Actual cost of dismantling and replacement of these equipments /materials with the new ones shall be charged to the supplier's account.
- (vi) To and fro transportation cost of such failed equipment shall also be borne by the supplier.
- (vii) In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may, inter-alia, include black-listing of the firm for future business with the Company for a certain period.

9. RANDOM TESTING

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

10. VARIATION IN THE ORDERED QUANTITY

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

11. SUSPENSION /BANNING OF BUSINESS DEALINGS:-

Suspension / Banning of Business Dealings with supplier/ contractor/vendor may be resorted to for serious lapses in performance/ misdemeanors, such as abandoning the work without completion, repeated failures in timely execution of the contracts, resorting to unfair means (including false certification), adoption of unethical business practices, furnishing manipulated documents, etc.

**-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore**

SECTION-V

PRICE VARIATION

(As per IEEMA / PVC / TR – OIL / 2011 Effective from 1st July 2011)

The Price quoted / confirmed is based on the cost of raw materials / components as on the date of quotation and the same is deemed to be related to prices of TOBS as specified in the price variation clause given below. In case of any variation in these prices, the price payable shall be subject to adjustment up or down, in accordance with the following formula: -

$$P = P_o + 1.2 (TB - TBo)$$

Wherein,

P = Price (in Rs. / KLtr.) payable as adjusted in accordance with the above formula.

P_o = Price (in Rs. / KLtr.) quoted / confirmed for transformer oil supplied in drums and conforming to IS: 335-2018 and amended from time to time.

TBo = Price of TOBS (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of tendering.

For example, if the date of tendering falls in July 2011, the applicable prices of TOBS (TBo) should be prevailing as on 1st June 2011.

The above prices are as published by IEEMA vide circular reference number IEEMA (PVC) TR – OIL (R) / _ / _ prevailing as on first working day of the month i.e., ONE month prior to the date of tendering.

TB = Price of TOBS (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2011 the applicable prices for TOBS (TB) should be as published by IEEMA as prevailing on 1st November 2011.

The “date of delivery” is the date on which the Transformer Oil is notified as being ready for inspection / dispatch. (In the absence of such notification the date of manufacturer’s dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes: -

- (a) All prices of raw materials are exclusives of modvatable excise / CV duly amount and exclusive of any other central, state or local taxes, Octroi etc.
- (b) All prices are as on first working day of the month.
- (c) The details of prices are as under: -

1. The price of TOBS considered is the average price (in Rs. / KLtr.) as quoted by Transformer oil manufacturers (including applicable customs duty, if imported).
2. The price of drum (in Rs.) is the ex-works price as quoted by a drum manufacturer for drum of capacity of 210 liters.

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-VI
TECHICAL SPECIFICATIONS

TECHNICAL SPECIFICATION AND GUARANTEED TECHNICAL PARTICULARS OF TYPE II TRANSFORMER OIL

Insulating oil for Transformers shall be as per ISS-335-2018 (fifth revision) incorporating up to date amendment. It will be pure hydrocarbon mineral insulating oils, clean and sufficiently free from moisture and of other foreign matter likely to impair its properties, confirming to the characteristics as per the ISS-335-2018 (fifth revision).

The test results for the characteristics of the oil when tested in accordance with ISS-335-2018 (fifth revision) incorporating up-to-date amendment as required by us, shall be as here-under: -

Sr. No.	Property	Test Method	Limits (Type II Transformer Oil) as per IS 335: 2018 (Fifth revision)
A Function			
i)	Viscosity at 40 ⁰ C	IS 1448 (Part 25)	15 mm ² /s, Max
ii)	Viscosity at 0 ⁰ C ⁽¹⁾	IS 1448 (Part 25)	1800 mm ² /s, Max
iii)	Viscosity at -30 ⁰ C ⁽¹⁾	IS 1448 (Part 25)	-
iv)	Viscosity at -40 ⁰ C ⁽²⁾	IS 16084	-
v)	Pour Point	IS 1448 (Part 10/Sec 2)	-10 ⁰ C, Max to be based on LCSET refer Table 1 ⁽¹⁾ of IS
vi)	Water Content	IEC 60814	30 mg/Kg ³⁾ /40 mg/kg ⁽⁴⁾ , Max
Vii)	Breakdown voltage	IS 6792	30 kV/70kV ⁽⁵⁾ , Min
viii)	Density at 20 ⁰ C	IS 1448 (Part 16)	0.895 g/ml, Max
ix)	DDF at 90 ⁰ C	IS 16086	0.005, Max
x)	Particle content	IS 13236	No general requirement ⁽¹⁰⁾
B Refining/stability			
xi)	Appearance	-	Clear, free from sediment and suspended matter
xii)	Acidity	IEC 62021-I	0.01 mg KOH/g, Max
xiii)	Interfacial tension	ASTM D971	No general requirement ⁽⁶⁾
xiv)	Total sulphur content	ISO 14596 or ASTM D4294 ⁽¹²⁾	No general requirement
XV)	Corrosive Sulphur	DIN 51353	Not corrosive
xvi)	Potentially corrosive sulphur	IS 16310	Not corrosive
xvii)	DBDS	IS 16497 (Part 1)	Not detectable (<5mg/kg.)
xviii)	Inhibitors according to IS 13631/IEC 60666	IS 13631	(U) Uninhibited oil : not detectable (<0.01%)
xix)	Metal passivator additives according to IS 13631/IEC 60666	IS 13631	Not detectable (<5mg/kg.), or as agreed upon with the purchaser
xx)	Other additives		-
xxi)	2-Furfural and related compounds content	IS 15668	Not detectable (<0.05mg/kg.), for each individual compound
C Performance			
xxii)	Oxidation stability	IS 12422 (Method C) Test duration ⁽¹⁾ (U) Uninhibited oil : 164 h	For oils with other antioxidant additives and metal passivator Additives.

a)	• Total acidity ⁹⁾	1.9.4 of IS 12422	1.2 mg KOH/g, Max
b)	• Sludge ⁹⁾	1.9.1 of IS 12422	0.8%, Max
c)	• DDF at 90 ⁰ C ⁹⁾	1.9.6 of IS 12422	0.500 ⁹⁾ , Max
xxiii)	Gassing tendency	IEC 60628, Method A	No general requirement ⁸⁾
Xxiv)	ECT	-	No general requirement ⁸⁾
	D Health, Safety and Environment (HSE)		
xxv)	Flash Point	IS 1448 (Part 21)	135 ⁰ C, Min
xxvi)	PCA Content	IP 346	3% Max
xxvii)	PCB Content	IS 16082	Not detectable (<2 mg/kg)
1)	This is the standard LCSET for transformer oil and can be modified depending on the climatic condition of each region. Pour point should be minimum of 10 ⁰ C below LCSET.		
2)	Standard LCSET for low temperature switchgear oil.		
3)	For bulk supply		
4)	For delivery in drums and IBC.		
5)	After laboratory treatment		
6)	Where it is used as general requirement, a limit of minimum 40 mN/m is recommended.		
7)	The supplier shall declare the generic type of all additives and their concentrations in the case of antioxidant additives.		
8)	To be agreed upon between supplier and purchaser.		
9)	At the end of oxidation stability tests.		
10)	Particle content in drums at the delivery of the oil can be agreed between supplier and customer based on a statistical reference at delivery.		
11)	A DDF of maximum 0.020 after 2 h of oxidation (see IS 12422 or IEC 61125) can be used for application in EHV instrument transformers and bushings.		
12)	In case of any dispute, ISO 14596 should be used.		

Note: Offer received without type test certificate shall be rejected out rightly.

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

Schedule-I
PRICE & QUANTITY SCHEDULE

Sr · N o.	Particulars	HSN/ SAC Code	Unit	Tende r Qty.	Qty offered	Ex works Price (Rs. / unit)	Freight & Insurance Charges (Rs./ unit)	Total (Rs./ unit)	GST on total			Total GST amount (INR)	Total FOR Destination price inclusive of Ex works, Freight & Insurance Charges, GST (Rs./ unit)
									CGST	SGST	IGST		
									%	%	%		
1	2	3	4	5	6	7	8	9=7+8	10	11	12	13=9X(10+11+12))%	14= 9+13
1	“New insulating Type –II Transformer Oil conforming to IS:335:2018 (Fifth Revision) incorporating up to date amendments and technical specification. To be supplied in Tankers”.	2710	KL.	1293									

NOTE

1. GST Registration Number of Bidder -(Enclose copy of Registration Certificate).
2. GST Registration Number of Madhya Pradesh Paschim KshetraVidyutVitran Company limited, Indore is -**23AADCM7397N1ZU**.
3. The bidder shall fill either rate/value of CGST & SGST or IGST as applicable.
4. The prices are to be filled in strictly in this format only.
5. Responsibility of any lack of clarity leading to confusion will rest with bidders.
6. Rates in various tapering steps shall not be considered.
7. The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPPKVVCL Indore otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPPKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
8. It is to certify that the relevant portion of input tax credit has been accounted for while quoting the above prices.
9. New bidders are permitted to enter only offered quantity, Freight & Insurance Charges & % GST in price bid and strictly enter “**0.00**” against Ex-works Price.

SCHEDULE – II

(Undertaking)

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth Rs.500/- duly notarized

I proprietor / partner / Director / Authorized Signatory of M/s.....
..... having its Registered Office/Head Office at Give an undertaking ;

1. That, M/s have participated against TS No. due for opening on For supply of

2. That, I have gone through the tender document and aware with all the requirement of the tender specification.

3. That, the profile of M/s is as under:-

(a) Address of factory/works-

(b) GST Registration No. of the firm -.....

(c) PAN No. of the firm -

(d) Entrepreneurs Memorandum Number (If registered under MSMED Act 2006) –

.....

(e) E-mail address of the firm -

(f) Mobile No. -.....

(g) Name & Branch address of bidder banker -

(h) Bank Account of the firm -

(i) IFSC Code of the branch for RTGS -

4. That the details of owner / partners / Directors (in case of Company) of the bidding firm is as under:-

Sr. No.	Name of Owner / Partners / Directors	Address of Owner / Partners / Directors	Mobile Numbers of Owner/Partners/Directors	PAN Number of Owner / Partners / Directors

5. That I/We undertake that we have participated in the tender as (New / Regular bidder, whichever is applicable).

6. That as against tendered quantity the bidding firm have submitted their bid for KL. (indicated quoted quantity)

7. That I/We confirm that there is no deviation with the commercial terms & conditions and technical requirement of the Tender Specification.

8. That the bidding firm M/s..... have supplied following items to the different SEBs/DISCOMs/Power Utilities or through their Turnkey Contractors in any state of country in past 60 months from the date of opening of tender :-

S N	Period of supply	Name of item	Name and address of purchaser	PO No. and date	Qty. under order	Qty. supplied
1	2	3	4	5	6	7

(No. of rows may be inserted as require)

9. That, the information given by us as above is true and correct and the same has been extracted from the relevant POs/Invoice/MRCs/Receipted Delivery Challan maintained by the firm.

10. That the MPPKVVCL will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information given at Sl. No. 8 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.

11. **“Regarding Conflict of Interest ”**

I sole proprietor / partner / Director of
M/s,.....undertake that :

I am not interested as a Proprietor and/or Partner and/or Director in any other
party/firm/company participating in tender No. _____ of Purchaser due for opening on
_____/_____/___ for procurement of _____

12. **“Regarding Black listing/ Debarring of the firm ”**

We hereby undertake and submit the declaration that our firm/company is not debarred/black listed for future business with Discoms of M.P./MPSEB/other successor Companies formed after restructuring of MPSEB.

In case, at any stage if the above declaration is found false or incorrect, the Purchaser shall be free to take any punitive/legal action against us, as may be deemed fit , which shall be acceptable/binding on us and the consequences shall be to our account.

13. **“Regarding information/details given”**

I,....., the Sole Proprietor / Partner(s)/ Director(s) of
M/s....., participating in the bidding process against tender
No..... undertake that I am not interested as a proprietor and/or
partner in any other firm and/or Director in any other company participated in the tender for
procurement of....., and specifically undertake that our firm/Company:

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender.
- (iii) Not concealing any material information.
- (iv) Not given any misleading fact or statement in the offer/bid submitted against the tender.
- (v) Has not been debarred/ blacklisted for future business with Purchaser/other Discom of MP.

14. Regarding Type Test report

We confirmed that type test report enclosed with our proposal is not issued by;

- i. Our own NABL Accredited Testing Lab; or
- ii. By any of our sister concern's Lab having commercial relations with the us; or

15. **“Regarding Serving Officer(s) or Employee(s) of the MP Discom ”**

We confirm that no Serving Officer(s) or employee(s) of the MPDiscom is/are Proprietor/Partner(s)/Director(s) of the firm/company or having controlling shares or has controlling interest in the firm. It is also confirmed that no Proprietor/Partner(s)/Director(s) of the firm/company has any close relationship (spouse, son, daughter, father, mother or brother) with any serving Officer(s) or Employee(s) of the MPDiscom.

Further, the MPPKVVCL., Indore will have full right to cancel the Purchase Order, if awarded and forfeit the EMD/Bid Security & Performance Guarantee as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid/award of Purchase Order.

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

SCHEDULE-III
ON THE LETTER HEAD OF THE CHARTED ACCOUNTANT FIRM
CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that “M/s _____”PAN : _____ GSTIN : _____ having its registered / Head office at _____ (hereinafter referred to as Firm) have participated in the Tender No. _____ of MPPKVVCL, Indore.

In Terms of Clause _____ of the Tender Conditions the Financial Particulars of the Entity participating in the above said tender are as follows”(all the Figures are in Rs.)

- a) Since the NIT of the Tender has issued on and hence for the Financial Criteria the latest Financial Year is
- b) Total ANNUAL TURNOVER of the Entity for the last five financial years is Rs. _____ :
- c) Annual turnover of the entity for the last financial year is Rs _____
- d) WORKING CAPITAL of the Entity as per the Balance Sheet for the last financial year / bank utilization certificate-Fund Based (not more than 30 days from the date of opening of tender) is Rs _____ .
- e) The firm fulfill the financial criteria as required under Clause-1.3, Section-II of the tender.
- f) The above said information is true and correct to the best of my knowledge and belief and the Information has been extracted from the Books of Accounts maintained by the entity.

I am aware that the Company (MPPKVVCL, Indore) is relaying this certificate as a valid proof of Financial Capability of the Company.

For, _____
Chartered Accountant Firm,
FRN No. _____

CA. _____
(Designation _____)

M. No. _____
UDIN No. _____

Date : _____

Place: _____

Signature and Seal of Tenderer

Note:

- (i) *The document should be signed by the proprietor / Partner/ Director/ Authorized signatory of the Company.*
- (ii) *The information given at (b), (c) & (d) above must appear in the website of the Institute of Chartered Account against the UDIN Number as given above.*

SCHEDULE-IV

GUARANTEED TECHNICAL PARTICULARS

TYPE-II TRANSFORMER OIL

(TO BE FILED ONLINE IN ENVELOPE-B)

Please furnish desired details. Strike off, whichever is not applicable. Use separate sheets wherever necessary. Please enclose the extra sheets as Annexure.

Sr. No.	Property	Test Method	Limits (Type II Transformer Oil) as per IS 335: 2018 (Fifth revision)	As offered by the firm.
A Function				
i)	Viscosity at 40°C	IS 1448 (Part 25)	15 mm ^{2/s} , Max	
ii)	Viscosity at 0°C ¹⁾	IS 1448 (Part 25)	1800 mm ^{2/s} , Max	
iii)	Viscosity at -30°C ¹⁾	IS 1448 (Part 25)	-	
iv)	Viscosity at -40°C ²⁾	IS 16084	-	
v)	Pour Point	IS 1448 (Part 10/Sec 2)	-10°C, Max to be based on LCSET refer Table 1 ¹⁾ of IS	
vi)	Water Content	IEC 60814	30 mg/Kg ³⁾ /40 mg/kg ⁴⁾ , Max	
Vii)	Breakdown voltage	IS 6792	30 kV/70kV ⁵⁾ , Min	
viii)	Density at 20°C	IS 1448 (Part 16)	0.895 g/ml, Max	
ix)	DDF at 90°C	IS 16086	0.005, Max	
x)	Particle content	IS 13236	No general requirement ¹⁰⁾	
B Refining/stability				
xi)	Appearance	-	Clear, free from sediment and suspended matter	
xii)	Acidity	IEC 62021-I	0.01 mg KOH/g, Max	
xiii)	Interfacial tension	ASTM D971	No general requirement ⁶⁾	
xiv)	Total sulphur content	ISO 14596 or ASTM D4294 ¹²⁾	No general requirement	
XV)	Corrosive Sulphur	DIN 51353	Not corrosive	
xvi)	Potentially corrosive sulphur	IS 16310	Not corrosive	
xvii)	DBDS	IS 16497 (Part 1)	Not detectable (<5mg/kg.)	
xviii)	Inhibitors according to IS 13631/IEC 60666	IS 13631	(U) Uninhibited oil : not detectable (<0.01%)	
xix)	Metal passivator additives according to IS 13631/IEC 60666	IS 13631	Not detectable (<5mg/kg.), or as agreed upon with the purchaser	
xx)	Other additives		-	
xxi)	2-Furfural and related compounds content	IS 15668	Not detectable (<0.05mg/kg.), for each individual compound	
C Performance				
xxii)	Oxidation stability	IS 12422 (Method C) Test duration ⁽¹⁾ (U) Uninhibited oil : 164 h	For oils with other antioxidant additives and metal passivator Additives.	
a)	• Total acidity ⁹⁾	1.9.4 of IS 12422	1.2 mg KOH/g, Max	
b)	• Sludge ⁹⁾	1.9.1 of IS 12422	0.8%, Max	
c)	• DDF at 90°C ⁹⁾	1.9.6 of IS 12422	0.500 ⁹⁾ , Max	
xxiii)	Gassing tendency	IEC 60628, Method A	No general requirement ⁸⁾	
Xxiv)	ECT	-	No general requirement ⁸⁾	

	D Health, Safety and Environment (HSE)			
xxv)	Flash Point	IS 1448 (Part 21)	135°C, Min	
xxvi)	PCA Content	IP 346	3% Max	
xxvii)	PCB Content	IS 16082	Not detectable (<2 mg/kg)	
1)	This is the standard LCSET for a transformer oil and can be modified depending on the climatic condition of each region. Pour point should be minimum of 10°C below LCSET.			
2)	Standard LCSET for low temperature switchgear oil.			
3)	For bulk supply			
4)	For delivery in drums and IBC.			
5)	After laboratory treatment			
6)	Where it is used as general requirement, a limit of minimum 40 mN/m is recommended.			
7)	The supplier shall declare the generic type of all additives and their concentrations in the case of antioxidant additives.			
8)	To be agreed upon between supplier and purchaser.			
9)	At the end of oxidation stability tests.			
10)	Particle content in drums at the delivery of the oil can be agreed between supplier and customer based on a statistical reference at delivery.			
11)	A DDF of maximum 0.020 after 2 h of oxidation (see IS 12422 or IEC 61125) can be used for application in EHV instrument transformers and bushings.			
12)	In case of any dispute, ISO 14596 should be used.			
		Signature of Bidder with Seal of Firm :		
Place-		Name (in full) :		
Date-		Designation :		

SCHEDULE-V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
The Chief Engineer (Pur)
MPPKVCL, Indore.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely.....as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc., which forms part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

SCHEDULE-VI

CHECK LIST

(TO BE KEPT IN THE ENVELOPE PART-B, “COMMERCIAL/TECHNICAL BID” & UPLOAD ONLINE ALSO)

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed Cover-1& the same is uploaded online.	Yes/No	
2.	Whether NSIC/SSI/MSME/DIC Registration Certificate is attached online	Yes/No	
3.	Whether appropriate type test certificate/BIS license as required is attached	Yes/No	
4.	Whether all schedules except schedule-I (Price bid) duly filled & signed with supporting document are enclosed	Yes/No	
5.	Schedule I: Price bid is duly filled in and digitally signed by the signatory authority & uploaded online in Cover-3	Yes/No	
6.	The schedule-VI i.e. Check List uploaded online in Cover-2	Yes/No	

-Sd-

**Chief Engineer (Purchase)
O/o MD (WZ), MPPKVCL,
Indore**