

MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED
(Regd. Office: Secure Office Complex, 3rd Floor, North AOC, A. T. Line
Imphal West, Manipur – 795001)

NOTICE INVITING TENDER

Imphal, the 15th May, 2022

No. 2/206(9M STP)/2022-MSPDCL-TECH/: 95-101 Manipur State Power Distribution Company Limited (MSPDCL), a Government of Manipur enterprise, invites Sealed Tender **for Supply of 9M Swaged Steel Tubular Poles** required for Deposit work and Operation & Maintenance of MSPDCL from the **Original Manufacturers (OM)** through on-line submission.

The Bidder may download the Tender documents available on the website www.manipurtenders.gov.in. The Techno-commercial Bids & Price Bids should be uploaded on website www.manipurtenders.gov.in, and also the Techno-Commercial Bids should be submitted in Hard copy for verification at MSPDCL Corporate office.

MSPDCL therefore, invites sealed Tender from the eligible bidders for supply of the following Swaged Steel Tubular Pole through on-line submission.

T.S. No.	Particulars	Qty (Nos.)	Cost of Tender Paper	Due date of receipt of Technical Bids in Hard copy (for verification) and uploading of Technical Bids & Price Bids	Due Date of Opening of Techno-commercial Bids	Due Date of Opening of Financial Bids
1	2	3	4	5	6	7
217/2/2022	Swaged Steel Tubular Pole, As per IS: 2713 (Pt-II) : 1980 Estimated Cost : Rs. 1.66 Crore					
1.	9M S.T. Pole (410:SP-31)	1000	Rs. 5,000/-	10/06/2022 Upto 11.30 A.M.	10/06/2022 at 2.00 P.M.	14/06/2022 at 2.00 P.M.

The Intending Tenderers /Firms should satisfy the following Terms & Conditions.

1. CONSTITUTION OF BIDDER/ TENDERER :-

- a) Consortiums of Firms are not eligible.
- b) The Bidder should be Original Manufacturer (OM) only.
- c) Registration Certificate such as Trade license, Factory License of the Tenderer/manufacturer should be furnished.

2. TECHNICAL/ QUALIFYING REQUIREMENTS:-

A) The following are MANDATORILY required to be furnished :

- i) The Swaged Steel Tubular Poles shall be as per IS: 2713(Part-II):1980 and conform to Technical Specification **410 SP-31 for 9 Mtr. Pole**.
- ii) GTP for 9m STP should be submitted along with the technical bids.
- iii) The Bidder should be Genuine/ Original Manufacturer (OM) for Poles.
- iv) Guarantee Certificate should be submitted for replacement of 9M ST Pole due to defects attributable to manufacturer free of cost for a period of 18 months from the date of receipt of materials or 12 months from the date of installation & commissioning, whichever is earlier. The defect items should be replaced within 15 days time from the date of issue of complaint.

- v) The Bidder must have supplied **at least 5,000 nos. of Swaged Steel Tubular Poles** of different sizes put together in the past 3(three) years from the date of issue of this Tender notification.
- vi) The tenderers shall have to furnish list of past supplies made by the manufacturer along with the names of the Purchasers, Order No. & Date, Quantity etc. along with Completion/ Performance Certificates issued by the clients.

B) The following are also DESIRABLE to be furnished for general assessment :

- i) The Tenderers shall also furnish details of manufacturing facilities/capacity/Tools & Plants, testing facilities etc. for assessment of manufacturing capacity.

3. COMMERCIAL & FINANCIAL REQUIREMENTS:-

A) The following are MANDATORILY required to be furnished :

- i) Minimum Average Annual Turnover (MAAT) of the Manufacturer shall not be less than **Rs. 10.00 Crore** in the last 3(three) Years. Details of the financial statements for the last 3 years duly certified by a registered chartered accountant should be submitted.

ii) **Cost of Tender :**

- a) The Cost of Tender shall be **Rs. 5,000/-** (Rupees ten thousand only) Non-refundable and the amount shall be deposited in the form of Bank Draft/Banker Cheque payable at a branch of Nationalised/Scheduled Bank in Imphal duly pledged in favour of the **Managing Director, MSPDCL**. Cost of Tender should be submitted along with the Technical bids.

iii) **Earnest Money Deposit :**

- a) The Firm should furnish **Rs. 3.32 Lakh** as **Earnest Money Deposit** in the form of Bank Draft/ Bank Guarantee/Banker Cheque payable at a branch of Nationalised/Scheduled Bank in Imphal duly pledged in favour of the **Managing Director, MSPDCL** and shall remain valid for a period of 6(six) months. Hard copy of the Cost of Tender and Earnest Money Deposit through hand delivery shall be received from 10.00 A.M. to 11.30 A.M. of 17/12/2021 in the office of the General Manager(Purchase), MSPDCL.

- b) Earnest Money shall be forfeited in case of the following:

- i) On revocation of tender or increase in rates after opening of the tender.
- ii) On refusal to enter into contract after award of contract.
- iii) Non submission of Security Deposit.

- c) The EMD shall be returned without interest:

- i) To the unsuccessful bidders after finalization & issue of LOA to successful bidder/tenderer & submission of Security Deposit.
- ii) In case bidding process is terminated by the Utility for any reason.

- iv) Submission of offers without Cost of Tender paper and required Earnest Money before opening of the techno-commercial bids will be rejected.
- v) Up to date Power of Attorney for signing the Bid documents submitted shall be issued in a non judicial stamp with signature and stamp of the Notary within 2(two) months prior to the date of opening of NIT.

- vi) The Techno-commercial bids documents submitted without signature and proper seal of the authorized person on all pages of the bid documents shall be treated as incomplete and shall be rejected.
- vii) The price offered by the bidder shall be "**FIRM PRICE**" only for the whole contract period.
- viii) The bids validity shall be for a period of 1(one) year from the last date of submission of tender.
- ix) The Firm shall also furnish the Attachment's mentioned in the enclosed BID Form(Bid Envelope) whichever is applicable only.

B. The following are also DESIRABLE to be furnished for general assessment :

- i. The Techno-commercial bids should be submitted with Abstract of the Contents and proper paging of all pages.
- ii. Firm / Company shall be financially sound and must have sufficient funds for the work. A certificate from the Banker indicating various fund based / non fund based limits sanctioned to them and extent of utilization as on date shall be furnished. Such certificates should have been issued not earlier than 3 (three) months from the date of issue of Tender Notification.
- iii. The Bidder shall submit GST return filing certificate not less than 3 months from the date of issue of this tender notification. Copy of PAN Card, Trade license etc. shall also be submitted.
- iv. The Firm/Company should provide self declaration for information on any litigation or arbitration arising out of the contracts completed or under execution or Tenders participated by it over the last 10 (ten) years. A consistent history of awards involving litigation by or against the Bidder may result in invalid of offer/tender.

4. Submission of Tenders

- i) The **Techno-Commercial Bids & Price Bids should be uploaded - ONLINE** in the website www.manipurtenders.gov.in and also a copy of the **Techno-Commercial Bids** should be submitted in **Hard copy (for verification) along with GTP, Drawings, EMD and Tender Fees** at the MSPDCL Corporate Office before the last date submission of tender.
- ii) The **Technical Specification of the 9M Steel Tubular Poles is enclosed as Annexure-I** and the Firm should offer the materials strictly as per enclosed Technical Specification or as per latest Indian Standards.
- iv) The offer rate shall be "**Firm**" inclusive of all applicable taxes & GST for completion of the work covered under this tender and the rate offer by the Firm/Company shall be valid for 1(one) year.
- v) The Utility reserves the right to postpone the date of opening of tender on a situation so arises to warrant its postponement.
- vi) The Utility will open the **Techno-Commercial Bids & Price Bid on-line** at the specified time and date in presence of the authorized representatives of bidders' who choose to attend.
- vii) **The interested bidders/Tenderers should note that for participating in the Tender, they are required to register themselves with NIC, Manipur at portal <https://www.manipurtenders.gov.in>.**
- viii) Any mistake of the completed offer due to poor network delay or any other reason shall not be the responsibility of the undersigned and no time extension on these grounds shall be allowed.

- ix) The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security.
5. If the last date for opening of tenders happens to be a holiday, it will be open on the next working day at the same stipulated time. The Company reserves the right to postpone the date of opening of tender on a situation so arises to warrant its postponement.
6. Failure for submission of the completed offer due to poor communications or any other reasons shall not be the responsibility of the Company and no time extension on these grounds shall be allowed.
7. Supply of the materials should be completed **within 6(six) Months** from the date of receipt of Techno-commercial clear Order.
8. The MSPDCL reserves the right to cancel the Tender or accept/reject the lowest or any other offer without assigning any reason whatsoever. In order to avoid dependency on one Firm to complete the scheme in time, **MSPDCL reserve the right to split the order**, if required.
9. Tenderers should note that the quantity tendered may be increased or decreased at the time of placement of the order, subject to fulfillment of above prescribed Technical parameters.
10. The Tenderer/Bidder must comply with the Tender specification and all terms and conditions of NIT. No deviation in the Terms & Conditions of the Tender shall be entertained unless specifically mentioned by the bidder in the bid and accepted by Utility.
11. The previous L1 Firms who fails to commit the contract for supply of materials to MSPDCL are bound from participation in this tender.
12. Force Majeure: The force majeure conditions shall be such, acts of God, acts of Public enemy, Fire, Flood, Epidemic, Strike, Freight embargo, Earthquake, Labour unrest, Wars, lockout, Civil Commotion, Cyclone, Government regulation etc. If the progress or delivery is delayed due to the above happenings during the delivery period then the delivery period will be extended only to the extent of the time lost, provided notice of such happening issued by a competent authority is given within 30 (thirty) days from the date of happening
13. **Payment Terms :**
- i) **Advance Payment:-** 15% of the order Value to be paid as advance payment shall be interest bearing @ 9% per annum effective from the day on which advance payment is made against submission of unconditional & irrevocable Bank Guarantees 110% of total Advance amount in favour of the Managing Director, MSPDCL. The advance money so paid shall be adjusted on pro-rata basis as supplies are made and the value of Bank Guarantee shall also be reduced/adjusted proportionately.
 - ii) If the payment could not be made for the Materials supplied, the same shall be adjusted on pro-rata basis from the Advance payment.
 - iii) 60% (sixty percent) payments including GST shall be paid on receipt of materials/equipments.
 - iv) 30% (thirty percent) payment shall be made after receipt of the full quantity of Materials/equipments against the LOA by the consignee in full and in good condition.
 - v) The remaining balance 10% (ten percent) shall be made on presentation of Bank Guarantee of equivalent amount from a Nationalized Bank/ Scheduled Bank preferably State Bank of India drawn in favour of Managing Director, MSPDCL which shall be

- v) The remaining balance 10% (ten percent) shall be made on presentation of Bank Guarantee of equivalent amount from a Nationalized Bank/ Scheduled Bank preferably State Bank of India drawn in favour of Managing Director, MSPDCL which shall be valid for a period of 18 months from the date of received of materials or 12 months from the date of installation & commissioning whichever is earlier. The BG shall be released after aforementioned period.
- vi) Supplier shall be responsible for discharging his GST obligation within stipulated time from this supply order. His 2nd and subsequent instalments shall be released only after he submits proof of GST payment out of earlier instalments released to him. Similarly, BG mentioned at iii) above shall be released only after supplier discharge his GST obligation out of final instalments released to him. Failing which, amount equivalent to GST shortfall shall be recovered from his Bank Guarantee.

14. Security Deposit:


- 13.1 The Firm should provide Security Deposit @3% of the contract price in the form of Bank Guarantee within twenty-eight (28) days of the notification of Letter of Award from a Nationalized Bank/ Scheduled Bank drawn in favour of Managing Director, MSPDCL covering the guarantee period i.e, 18 months from the date of received of materials or 12 months from the date of installation & commissioning whichever is earlier.
- 13.2 The security deposit submitted by the successful bidder shall be returned after Guarantee period and completion of all items of work as defined in Scope of work, submission of the Final Report and acceptance of the same by MSPDCL.

- 15. Additional Security Deposit :** The L1 Firm should furnish Additional Security Deposit if the offered price is lower than 10% but upto 20% of the Estimated Cost, the Additional Performance Security shall be @20% of the difference in the (i) Estimated Cost – 10% of the Estimated Cost and (ii) the price offered by the L1 bidder.

16. Liquidated Damage:-

In case of failure to execute the work within the stipulated / schedule completion period, LIQUIDATED DAMAGE @1/2% per week subject to a maximum of 5% of total value of materials delivered late / undelivered, uncompleted portion of work shall be imposed. However, the delivery should not be delayed more than by 2(two) calendar months from the scheduled delivery period, in which case the order may be cancelled and the Security Deposit may be forfeited to the extent of undelivered, uncompleted portion subject to FORCE MAJEURE CONDITIONS.

17. The materials shall be made available for inspection after the order is awarded, to an authorized representative of the MSPDCL during manufacture or before dispatch.
18. The tenderer must offer for full quantity of the materials/equipment's failing which the offer shall be considered as non-responsive.
19. Any firm which does not fulfill the above terms and conditions may be summarily rejected.
20. Legal Jurisdiction: All disputes relating to this EO/NIT will be settled within the legal jurisdiction of Imphal only.


(M. Rabi Singh)
General Manager(Purchase)
MSPDCL

- Copy to:
1. The P.S to the Hon'ble Minister(Power), Manipur, for kind information of the Hon'ble Minister(Power).
 2. The Secretary (Power), Govt. of Manipur for favour of information.
 3. The Managing Director, MSPDCL, Manipur for information please.
 4. The General Manager, Electrical Circle No-I/II/III, for information please
 5. The General Manager, (Finance & Accounts), MSPDCL, for information.
 6. The OSD, IT, Imphal. He is requested to upload the above NIT in the website **www.manipur.gov.in**.
 7. The SIO, NIC, Imphal. He is requested to upload the above NIT along with the Terms & Conditions and Price Bids in the website **www.manipurenders.gov.in**
 8. The PMU SP/DW.