

TERMS AND CONDITIONS

Details : T.S. No. 217/2/2022 (Estimated Cost = Rs. 1.66 Crores)	Date	Time
Last date for uploading of Techno-Commercial Bid and Financial Bid (ONLINE) in the website www.manipurtenders.gov.in and a copy of Techno-commercial bids in Hard copy for verification	10/06/2022	Up to 11.30 A.M
Due date opening of Techno-Commercial Bids	10/06/2022	At 2.00 P.M
Due date of opening of Price Bid/Financial Bids	14/06/2022	At 2.00 P.M.

The interested bidders/Tenderers shall be registered in the website www.manipurtenders.gov.in.

1. QUALIFYING REQUIREMENTS

- i) Consortiums of Firms are not eligible.
- ii) The Bidder should be Original Equipment Manufacturer (OEM) only.
- iii) Registration Certificate such as Trade license, Factory License of the Manufacturer shall 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 9Mtr. Pole**.
- ii) GTP for 8m 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.
- vii) 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.
3. Supply should be completed **within 6(six) months** from the date of receipt of Techno-Commercial cleared Order.
 4. 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.
 5. 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

6. 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% payments including GST shall be paid on receipt of materials/equipments.
- iv) 30% 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% 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.

7. Security Deposit :

- 7.1 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.

7.2 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.

8. **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.

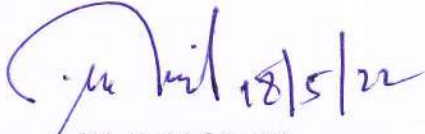
9. **Liquidated Damage:-**

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 subject to the timely payment, 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.

10. **SUBMISSION OF DOCUMENTS**

- i. The Firm / Company should furnish documentary evidence in support of the qualifying requirement stipulated as above.
- ii. Only complete tenders received (hard copy as well as on-line) on or before the due date and time shall be considered. Telegraphic/Fax offers/incomplete offers and offers received after due date and time of submission shall not be considered.
- iii. The Techno-Commercial Bids and Financial Bids are to be **uploaded - ONLINE** in the website www.manipurtenders.gov.in and a copy of Techno-Commercial Bids should be submitted in Hard copy for verification along with GTP, original EMD and Tender Fees addressed to the Managing Director or General Manager(Purchase) at MSPDCL Corporate Office.
- iv. 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>.
- v. 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.
- vi. 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.
- vii. The Tender quantity may be increased/decreased at the time of placing order or during the contract period.
- viii. The available Technical Bids will be scrutinised by the Tender Opening and Evaluation Committee and the Price bids will be opened only for the technically qualified bidder who fulfilled the above qualifying (technical) criteria. The decision of the opening Committee will be final and cost of Tender paper will not be refunded.
- ix. The Company will **on-line** open **Price Bid** in the presence of the interested bidders' designated representatives who choose to attend.
- x. 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 only when the Bidder has signed the Contract Agreement, and has furnished the required performance security.

- xi. 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.
- xii. MSPDCL reserves the right to cancel the Tender or accept/reject the lowest or any other offer without assigning any reason whatsoever and in order to avoid dependency on one Firm to complete the scheme in time, reserve the right to split the quantity/order to L2/L3 Firm at L1 offered price. In such case the bidder shall not be entitled to any form of compensation from the Department.
- xiii. The Utility reserve the right to waive off minor deviation or non submission of some documents by the Firms in order to bring competitive bidding and to get fair price of the materials.
- xiv. 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.
- xv. The previous L1 Firms who fails to commit the contract for supply of materials to MSPDCL are bound from participation in this tender.
- xvi. 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.
- xvii. Firms which does not fulfill the above terms and conditions may be summarily rejected.
- xviii Legal Jurisdiction: All disputes relating to this EOI/NIT will be settled within the legal jurisdiction of Imphal only.


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

BID Forms (Bid Envelope)

Bid Proposal Ref. No.:.....

Date:

To:

**The General Manager(Purchase)
Manipur State Power Distribution Company Limited (MSPDCL)
3rd Floor, Secure office Building, North AOC,
Near 2nd MR Gate, Imphal -795001**

Name of Contract: **Supply of 9M Swaged Steel Tubular Poles
(Specification No.: 217/2/2022)**

Dear Sir/ or Madam,

1.0 Having examined the Bidding Documents, including Amendment Nos. (*Insert Numbers*) dated the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, and delivery of materials (including carrying out of operation, Performance & Guarantee Test as per the provision of Technical Specification) the Facilities under the above-named package in full conformity with the said Bidding Documents. In accordance with the NIT, as per which the bid shall be submitted by the bidder On-line as well as Hard copy for verification. Accordingly, we hereby submit our Bid On-line as well as Hard copy for verification with cost of Tender and Earnest Money Deposit. We have also submitted and uploaded on-line price bid through e-mode to be opened subsequently.

2.0 Attachments to the Bid Form (Bid Envelope)

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments:

- (a) Attachment 1: Earnest Money, in a separate envelope, in the form of Bank Draft/ /Banks certified Cheque/Bank Guarantee* for a sum of (*name of currency and amount in words and figures*) initially valid for a period of 90 days from the date set for opening of bids.
* delete whichever is not applicable.
- (b) Attachment 2: The documentary evidence that we are eligible to bid in accordance with NIT the qualification data has been furnished as per your format enclosed with the bidding documents
* Delete if not applicable
- (c) Attachment 3: Form of Certificate of Origin and Eligibility
- (d) Attachment 4: A list of Special Tools & Tackles to be used by us for erection, testing & Commissioning and to be handed over to Employer, the cost of which is included in our Bid Price, is also enclosed. A list of Special Tools & Tackles to be brought by the contractor for erection, testing & Commissioning and to be taken back after completion of work, whose cost in not included in our bid price, is enclosed.
- (e) Attachment 5: The details of all major items of services or supply which we propose subletting in case of award, giving details of the name and nationality of the proposed subcontractor/sub-vendor for each item.
- (f) Attachment 6: The variation and deviations from the requirements of the Conditions of Contract, Technical Specification and Drawings

(excluding critical provisions as mentioned at clause 6.0 below) in your format enclosed with the Bidding Documents, including, inter alia, the cost of withdrawal of the variations and deviations indicated therein.

- (g) Attachment 7: Manufacturer's Authorisation Forms - registered/notarized
- (h) Attachment 8: Work Completion Schedule.
- (i) Attachment 9: Guarantee Declaration.
- (j) Attachment 10: Information regarding Price Adjustment Data as per the format enclosed in the bidding documents.
- (k) Attachment 11: Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises
- (l) Attachment 12: Declaration for tax exemptions, reductions, allowances or benefits
- (m) Attachment 13: Declaration
- (n) Attachment 14: Bank Guarantee verification checklist
- (o) Attachment 15: Proforma of Bank Guarantee for Bid Guarantee

3.0 We are aware that, our offer(Price Part excluding price break-up) is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications other than those identified in this Bid Envelope.

3.1 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.

3.2 We declare that as specified in the Tender Documents, prices quoted by us in the Price Schedules shall be fixed and firm during the execution of Contract.

4.0 We confirm that except as otherwise specifically provided our Bid Prices quoted and uploaded in e-procurement web portal include GST charges, Freight & Insurance and all applicable taxes as may be assessed on us, our Sub-Contractor/Sub-Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.

4.1 100% of applicable GST(*for direct transaction between Employer and us*), which are payable by the Employer under the Contract, shall be reimbursed by the Employer after dispatch of equipment on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.

4.2 We further understand that notwithstanding 4.0 above, in case of award on us, you shall also bear and pay/reimburse to us, the GST charges in respect of direct transaction between you and us, imposed on the Plant & Equipment including Mandatory Spare Parts specified in Schedule No. 1 of our Price Schedule quoted and uploaded on e-procurement web portal, to be incorporated into the Facilities; by the Indian Laws.

4.3 We also understand that, in case of award on us, you shall reimburse to us octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Employer's site (sale-in-transit). Further, Service Tax, if applicable, for the services to be rendered by us, the same is included in our bid price quoted and uploaded on e-procurement web portal.

4.4 We confirm that no GST in any form shall be payable by you for the bought out items which shall be dispatched directly by us under the First Contract (as referred in para 5.1 below) to the project site. However, you will issue requisite Sales Tax declaration/Vatable forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities.

****Delete whichever is not applicable ****

5.0 **SIGNING OF CONTRACT**

- 5.1 At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Owner shall send the Bidder the detailed Letter of Award or issue LOA directly, and acceptance of the same shall be submitted within 10 days time from the date of issue of LOA.
- 5.2 The contract Agreement shall be signed within 15 days from the date of issue of LOA.
- 6.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us, and to achieve the delivery of goods and related services within the time stated in the Bidding Documents.
- 7.0 If our bid is accepted, we undertake to provide a Performance Security(ies) in the form and amounts, and within the times specified in the Bidding Documents.
- 8.0 We agree to abide by this bid for a bid validity period of 1 (one) year from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 10.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ____ day of _____ 20__

Thanking you, we remain,

Yours Sincerely,
For and on behalf of the [Name of the Bidder#]

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:

Place:

Note: Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2: Power of Attorney.

(For Attachments 2 Bidders may use their own proforma for furnishing the required information with the bid).

List of Attachments

Sl. No.	Particulars	Details
1	Attachment-1	Earnest Money in original to be submitted with Technical Bids
2	Attachment-2	Qualifying Requirements
3	Attachment-3	Form of Certificate of Origin and Eligibility
4	Attachment-4(A&B)	List of Special Maintenance Tools & Tackles
5	Attachment-5	Bought-out & Sub-contracted Items
6	Attachment-6	Alternative, Deviations and Exceptions to the Provisions
7	Attachment-7	Manufacturer's Authorization Form
8	Attachment-8	Work Completion Schedule
9	Attachment-9	Guarantee Declaration
10	Attachment-10	Information regarding Price Adjustment Data as per the format enclosed in the bidding documents.
11	Attachment-11	Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-
12	Attachment-12	Declaration for tax exemptions, reductions, allowances or
13	Attachment-13	Declaration
14	Attachment-14	Bank Guarantee verification Check list
15	Attachment-15	Proforma of Bank Guarantee for Bid Guarantee

Attachment-2 (QR)
(Qualifying Requirement Data)

Bidders Name & Address:

To

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (NIT), we furnish herewith our QR data/details/documents etc., alongwith other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in BDS shall prevail).

We have submitted bid as individual firm.

- (i)
- (ii)
- (iii)

(* **Strike-off whichever is not applicable**)

~~[For details regarding Qualification Requirements of a Joint Venture, please refer para 4.0 below.]~~

~~We are furnishing the following details/document in support of Qualifying requirement for the subject package.~~

- A. Attached copies of original documents defining:
 - a) The constitution or legal status;
 - b) The principal place of business;
 - c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).
- B. Attached copies of the following documents.
 - a) Written power of attorney of the signatory of the Bid to commit the bidder.

A1.	Name of Bidder	
A2.	Name of Contract (executed during the last 5 years):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID Telephone No. Fax No.	 _____ _____ _____
A5(i)	Name of completed work % of cost w.r.t. estimated cost of this bid (in %)	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i>
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

A1.	Name of Bidder	
A2.	Net-worth in last four years 1. Financial Year 2017-18 2. Financial Year 2018-19 3. Financial Year 2019-20 4. Financial Year 2020-21	: Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs
A3.	Minimum Average Annual Turnover (MAAT) 1. Financial Year 2017-18 2. Financial Year 2018-19 3. Financial Year 2019-20 4. Financial Year 2020-21	: Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs
A4	liquid assets (LA) and/ or evidence of access to or availability of credit facilities	: Rs. ----- lakhs
A4.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

1.0 Pre-qualification criteria – Part B:

The Bidder shall also furnish following documents/details with its bid:

- 1.01.1 A certificate from banker indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date Such certificate should have been issued **not earlier than 3(three) months** prior to the date of bid opening. Wherever necessary PIA may make queries with the Bidders' bankers.
- 1.01.2 The complete annual reports together with Audited statement of accounts of the company for last 3(three) years of its own (separate) immediately preceding the date of submission of bid.
- 1.01.3 Note:
- 1.01.3.1.1 In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.
- 1.01.3.1.2 Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.01.3.1 above certifying that these information/ documents are based on the audited accounts, as the case may be.
- 1.01.3.2 Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

Attachment-3

(Form of Certificate of Origin and Eligibility)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

We hereby certify that equipment and materials to be supplied are produced in
....., an eligible source country.

We hereby certify that our company is incorporated and registered in
....., an eligible source country.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(n Seal).....

Attachment-4A

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles are included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

S.No.	For Equipment	Item Description	Unit	Quantity
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Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this package shall be furnished by us at no extra cost to the employer.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Seal).....

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles which are to be taken back after the completion of the work by us are not included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(a)

(b)

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Seal).....

Attachment-5

(Bought-out & Sub-contracted Items)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

1.0 We hereby furnish the details of the items/ sub-assemblies, we propose to buy for the purpose of furnishing and installation of the subject Package:

Sl. No.	Item Description	Quantity proposed to be bought/sub-contracted	Details of the proposed sub-contractor/sub-vendor	
			Name	Nationality
1.				
2.				
3.				
4.				
5.				
6.				

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Seal).....

Attachment-6

(Alternative, Deviations and Exceptions to the Provisions)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

Sl. No.	Reference clause in the Specifications	Deviation	Cost of withdrawal of the deviation

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-6 and/or in the Bid form, Price schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

(Manufacturer’s Authorization Form if Required)

(On Manufacturer’s Letterhead, see Clause 9.3(c) of the ITB)

To: The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Ladies and/or Gentlemen,

WE *[insert: **name of Manufacturer**]* who are established and reputable manufacturers of *[insert: **name and/or description of the plant & equipment**]* having production facilities at *[insert: **address of factory**]* do hereby authorize *[insert: **name & address of Bidder**]* (hereinafter, the “Bidder”) to submit a bid, and subsequently negotiate and sign the Contract with you against IFB *[insert: **title and reference number of Invitation for Bids**]* including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and, *[insert: **name of the Bidder**]* have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of *[insert: **title of position or other appropriate designation**]* and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:..... (Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

(Work Completion Schedule)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Package for the period commencing from the effective date of Contract to us:

Sl. No.	Description of Work	Period in months from the effective date of Contract
1.	Detailed Engineering and drawing submission a) commencement b) completion	
2.	Procurement of equipment/ components & assembly a) commencement b) completion	
3.	Type Tests a) commencement b) completion	
4.	Manufacturing a) commencement b) completion	
5.	Shipments & Delivery a) commencement	

Sl. No.	Description of Work	Period in months from the effective date of Contract
	b) completion	
6.	Establishment of site office	
7.	Installation at Site a) commencement b) completion	
8.	Testing & Pre-commissioning a) commencement b) completion	
9.	Trial Operation a) commencement b) completion	

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

Attachment-9

(Guarantee Declaration)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We hereby declare that the 8M Swaged Steel Tubular Poles shall be Guarantee for a period of 18(eighteen) months from the date of receipt of materials or 12(twelve) months from the date of installation & commissioning whichever is earlier. The defective materials attributable to manufacturer shall be replaced free of cost and within 15(fifteen) days from the date of complaint raised by the Utility.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-10

(Price Adjustment Data : Sample forms and procedures)

Bidder's Name and Address:

To: The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We hereby furnish the details of Price Adjustments :

Name of Materials	Price as on 30 days prior to date of bid opening	Price as on 60 days prior to date of shipment	Variation

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-11

(Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

- I. We have read the provisions in the Bidding Documents regarding furnishing the option for advance payment. we hereby confirm to opt the following:

Interest Bearing Initial Advance

Supply Portion : Yes* [] No* []

Installation Portion : Yes^ [] No^ []

(*^ tick ONLY ONE of the selected options)

- II. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

1.	Name of the Supplier/ Contractor in whose favour payment is to be made	
2.	Address with PIN Code and State	Registered Office: Branch Office: Correspondence Address:
3.	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
4.	Permanent Account (PAN) No.	
5.	GST No.	
6.	PF Registration No. of the Company	
7.	PF Regional Office covered (with Address)	
8.	Name of Contact Person	

9.	Telephone No(s). Email	Landline(s): Mobile(s): Email ID :
10.	Bank Details for Electronic Payment	Name of the Bank: Address of Branch: Account No.: Type of Account: [] Saving [] Current
11.	9 digit MICR code printed at bottom in middle, next to cheque no.	
12.	IFSC (for RTGS)/NEFT Code (<i>to be obtained from the Bank</i>) Sample Cancelled Cheque to be enclosed	

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

(Declaration for tax exemptions, reductions, allowances or benefits)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sirs,

1. We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject package, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to **XXXXX (Name of Employer)** while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us.
2. We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures (in case of award):

Applicable Act, Notification No. and Clause Ref. No.	Sl. No.	Description of item on which applicable	Country of origin	Remarks, if any

(The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.)

Date:.....

Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

(Declaration)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

Dear Sir,

We confirm that Bid Form and Price Schedules have been filled up by us as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

Further, we hereby confirm that except as mentioned in the Attachment – 6 (Alternative, Deviations and Exceptions to the Provisions) hereof and/or the Covering Letter, forming part of our Bid Envelope:

- (i) there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the Bidding Documents, in the Second Envelope bid;
- (ii) the description of items and the unit thereof in the price schedules in the Second Envelope bid are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to MSPDCL.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

(Bank Guarantee verification Check list)

Bidder's Name and Address:

To:

The General Manager (Purchase)
MSPDCL, 3rd Floor, Secure Building,
North AOC, Near 2nd MR Gate, Imphal-795001

S. No.	Checklist	Yes	No
1	Does the bank guarantee compare verbatim with standard proforma for BG?		
2(a)	Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG?		
2(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank?		
2(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?		
4(a)	Are the factual details such as Bid specification No., LOA No. contract price, etc, correct?		
4(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants?		
5	Is the amount and validity of BG is in line with contract provisions?		
6	Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?		

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-15

**PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE**

(To be stamped in accordance with stamp Act)

The non-Judicial stamp paper should be in the name of issuing bank

Ref. Bank Guarantee No.
.....

Date

To

The Managing Director
Manipur State Power Distribution Company Limited(MSPDCL)
Manipur

Dear Sir,

In accordance with Invitation to bid under your specification No.....M/shaving its Registered/Head Office at(hereinafter called the 'Bidder') wish to participate in the said Bid or.....and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of valid up toon behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent for participation in the Said Bid.

We, the Bank at.....having our Head Office at(local address) guarantee and undertake to pay immediately on demand by MSPDCL, Manipur for an Amount of

(in words & figures)

without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' Shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including @..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/son whose behalf this guarantee is issued .

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on thisday of20..... at.....

WITNESS

.....
.....

(Signature)

(Signature)

(Official Address)

(Name)

@ This date shall be ninety (90) days after the last date for which the bid is valid.