



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, dated the 12th May, 2016

No. 2/51/DDUGJY/2015-MSPDCL-TECH/ : Sealed Tenders are invited by the Manipur State Power Distribution Company Limited (MSPDCL), a Government of Manipur undertaking, for implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme of Imphal East, Imphal West and Thoubal districts in the State of Manipur from the reputed Firm's on Turn- Key basis.

Manipur State Power Distribution Company Limited, Manipur (hereinafter referred to as MSPDCL) have been entrusted for implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme in the State of Manipur.

MSPDCL therefore, invites sealed bids from eligible bidders for the following package(s) for aforesaid project on Domestic Competitive Bidding basis:

Name of Project : Implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme of Imphal-East, Imphal-West and Thoubal Districts of Manipur on turn key basis:

Tender Specification No	Particulars	Estimated Cost (Rs. in Lakhs)	Cost of Tender Paper	Date of receipt of completed Tender & uploading of Price bid & GTP	Date of Opening of Technical Bid	Date of Opening of Financial Bid
1	2	3	4	5	6	7
A. 81/2/16	For implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme of Imphal East District of Manipur on turn key basis					
	Imphal-East	2227.30	Rs. 25,000/-	10/6/16 2.00 P.M	11/6/16 11.00 A.M.	15/6/16 2.00 P.M.
B. 82/2/16	For implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme of Imphal West District of Manipur on turn key basis					
	Imphal-West	1257.96	Rs. 25,000/-	10/6/16 2.00 P.M	11/6/16 11.00 A.M.	15/6/16 2.00 P.M.
C. 83/2/15	For implementation of Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) Scheme of Thoubal District of Manipur on turn key basis					
	Thoubal	1891.82	Rs. 25,000/-	10/6/16 2.00 P.M	11/6/16 11.00 A.M.	15/6/16 2.00 P.M.

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The Intending Tenderers /Firms should satisfy the following conditions.

2.0 CONSTITUTION OF BIDDER/ TENDERER

- a) Consortiums of Firms are not eligible.
- b) Registration Certificate of the Tenderer shall invariably be furnished.

3.0 This Specification covers the following scope of works:

- 3.1 The scope of work under this package includes site survey, planning, design, engineering, assembly, manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the works for the above towns which inter-alia include construction of 11 kV & LT lines, Installation of distribution transformer etc. and to the satisfaction of the owner.
- 3.2 The material supplied shall comply with I.S Standards. For major equipment viz Distribution Transformer, Lightning Arrestor, Circuit breaker, D.O., G.O. Energy meters etc. list of vendors having type test certificates from National Testing House CPRI, NABL during last 5 years shall only be accepted. MSPDCL shall have the right to reject any materials, if it is found not conforming to specifications, approved brand, terms & conditions.
- 3.3 The materials/equipment offered shall be as per the Technical Specification enclosed in the Annexures. In case of any discrepancy regarding the Technical Specification, the same shall be followed as per REC/PFC Guidelines.

4.0 TECHNICAL REQUIREMENTS

- i) The Firm / Company should have successfully erected, tested & commissioned a) Distribution lines of aggregate route length of at least **40 Kms.** of 11kV or above voltage class /Underground Cable lines/AB Cable lines on Turn-key basis and b) Installation of 11 kV or higher voltage class distribution Transformers & Electrification work of HT/LT during the last 3 (three) years and which must be in operation satisfactorily for a period of 1 (one) years as on the date of application.
- ii) The Firm/Company should have experienced in execution for a minimum of **35.0 Km. of 11 KV line and installation of Distribution Transformers during the last five years in Manipur under the State's prevailing law and order condition.**
- iii) **Preference will also be given to that Firm/Company having functional Offices at Imphal and having registered with Sales Tax Department, Manipur.**

Completion certificates of those works, issued by the Officer of the Client Department, not below the rank of General Manager/ Superintending Engineer or Equivalent, are to be furnished along with the application in the enclosed format.

5.0 COMMERCIAL & FINANCIAL REQUIREMENTS:-

- i) Minimum Average Annual Turnover (MAAT) of the Firm / Company for the last 3 (three) financial years shall be at least **80% of the estimated cost of the respective tender or Rs. 12.0 Crore whichever is higher.** Bidder must have adequate financial stability and status to meet the financial obligation pursuant to the scope of the works (the Bidders should submit at least 2 copies of their profit and loss account and balance sheet for the last three years);
- ii) Liquid Assets (LA) or / and evidence of access to or availability of credit facilities shall be at least **10% of estimated cost of the Tender.**

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- iii) For the Firm / Company to qualify to bid more than one package their annual average turnover and liquid assets figures shall not be less than the sum of the requirements of packages they propose to bid.
- iv) The Firm / Company shall be financially sound and must have sufficient funds to deploy in the work. Liquid Assets (LA) or / and evidence of access to or availability of credit facilities shall be at least 10% of estimated cost of the tender and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received. 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 prior to the last date of receipt of request for issuing Tender Papers.
- v) The Firm / Company shall submit complete annual report together with audited statements of accounts of the Firm / Company for last 3 (three) years immediately preceding the last date of receipt of request for issuing Tender Papers.
- vi) The Firm / Company shall possess required equipments, tools & tackles to carry out the work.
- vii) The Firm / Company shall submit details of technical staff to work at site.
- viii) The bidder shall include the Sales Tax/VAT or Works Contract Tax or any other similar taxes under the Sales Tax/VAT Act for services to be performed, as applicable in their quoted bid price and Employer would not bear any liability on this account. Employer on behalf of the Owner shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder.
- ix) The Bidder shall include Service Tax and surcharge/cess etc. on it as applicable in their quoted bid price and Employer would not bear any liability whatsoever on this account. Employer (or the Employer on behalf of the Owner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.
- x) The Firm / Company shall submit valid Income Tax, Service Tax, VAT/Sales Tax Registrations & PAN Card and PF, ESI code, labour license etc as applicable.
- xi) The Firm / Company shall provide 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. If any of the Directors / Promoters of the Firm / Company was working in another company prior to joining the present Firm / Company, litigation history of the erstwhile Firm / Company shall also be furnished. A consistent history of awards involving litigation by or against the Bidder may result in not issuing the Tender papers.

6.0 Submission of Tenders

- i) Interested Bidders will be required to purchase the Bidding Documents (for submission of the bid). In such case, a complete set of Bidding Documents in English may be purchased by interested Bidder or Bidder's authorised representative on the submission of a written application to the address below and upon payment of a non-refundable fee of **INR 25,000/-** in the form of demand draft in favour of **Managing Director, MSPDCL** payable at **Imphal** on all working days up to **8/06/16** between **10.00 AM** hours (IST) to **05.00 PM** hours (IST). However, no Bidding Documents (hard copy) shall be provided from the office of MSPDCL. The Firm/Company has to download the complete Bidding Documents including technical specifications available at the website www.manipurtenders.gov.in. **Completed Tenders without the cost of the Tender paper shall not be accepted.**

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- ii) Interested eligible bidders may obtain further information from and inspect the Bidding Documents at the office of The General Manager (Purchase), MSPDCL, Secure Office Building, 3rd Floor, AT Line, North AOC, Imphal -795001 or may contact General Manager(Purchase), MSPDCL on all working days till the sale of Bidding Documents is open.
- iii) In case of any discrepancy between the documents downloaded by the prospective bidder and the Bidding Documents (hard copy) issued by EMPLOYER official, the latter shall prevail.
- iv) The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
- v) Offers should be submitted in **Hard copy of Techno-Commercial Bid** at the MSPDCL Office and uploaded the Financial Bid including GTP - **ONLINE** in the website www.manipurtenders.gov.in
- vi) Offer should be online submission superscribed **Notice Inviting Tender** and General Manager (Purchase), MSPDCL description of items distinctly in the website www.manipurtenders.gov.in.
- vii) **All the required documents for on-line submission are enclosed at Annexure.**
- viii) Enclosed format at Annexure must also be uploaded.
- ix) The Company reserves the right to postpone the date of opening of tender on a situation so arises to warrant its postponement.
- x) The Company will **on-line open Price Bid** at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. **The interested bidders/Tenderers shall be registered in the website www.manipurtenders.gov.in.**
- xi) 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.
- xii) **Offers should invariably be accompanied by:-**
- a) **Cost of Tender:** Cost of Tender shall be Rs. 25,000/- each for each Tender Specifications mentioned above and the amount shall be deposited in the form of Bank Draft/Banker Cheque payable at a branch of Nationalised/Scheduled Bank in Imphal in favour of the **Managing Director, MSPDCL**. Original copies of Cost of Tender should be submitted on or before the date of opening of Tender.
- b) **Earnest Money/Bid Security :** The Earnest Money Deposit shall be Rs. 5.0 Lakh for Tendering value upto Rs. 5.0 Crores for each Tender Specifications mentioned above and Rs. 10.0 Lakh for Tendering value more than Rs. 5.0 Crores and upto Rs. 10.0 Crores and Rs. 25.0 Lakh for Tendering value more than Rs. 10.0 Crores and upto Rs. 50.0 Crores respectively, and the amount shall be deposited in the form of Fixed Deposit Receipt/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**. Original copies of **Earnest Money/Bid Security** should be submitted on or before the date of opening of Tender. Offers without cost of Tender paper & required **Earnest Money/Bid Security** will be rejected.
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- c) The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 34 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, pursuant to ITB Clause 33, and has furnished the required performance security, pursuant to ITB Clause 34.

d) The bid security may be forfeited :

- (i) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - (ii) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
 - (iii) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
 - (iv) If, as per the Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants(s), within ten days from the date of intimation of post – bid discussion; or
 - (v) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - a) to sign the Contract Agreement, in accordance with ITB Clause 33, or
 - b) to furnish the required performance security(ies), in accordance with ITB Clause 34 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5
- e) No interest shall be payable by the Employer on the above Bid Security.
- f) Bids shall remain valid for the period of six months after the date of opening of Techno - Commercial Part i.e. Bid Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.
- g) The rates for each type of materials should be quoted in the Format enclosed.

NOTE:- The offers which do not contain the above details are liable to be summarily rejected.

- h) Tenderers should quote only “FIRM” price. No variable price shall be considered.
- i) Bidder must have adequate field services organisation to provide the necessary field erection and management services required to carry out erection, testing and commissioning the equipment as required by the Specifications and Documents;
- j) **The quoted price (Erection) should not be less than the 15% of the supply cost.**
- k) 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.
- l) In the case of failure to execute the order within the stipulated time, penalty @ 0.5% per week subject to a maximum of 10% of the total value of the machine/equipment undelivered/ delivered late shall be imposed. However, in case of delay by 3 months or more, the order may be cancelled and the Security Deposit will be forfeited, without prejudice to any other action that may be taken under law. The imposition of penalty is, however, subject to force Majeure Conditions.

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- m) All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in our country only.
- n) 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.
- o) Work Completion Schedule:- The materials/equipments should be supplied within 12 (twelve) months from the date of receipt of the technically and commercially cleared order and erection should be completed within 18 (Eighteen) months.

7.0 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 10% 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, in which case the order may be cancelled without any formal intimation and the Security Deposit will be forfeited. The imposition of penalty is, however, subject to FORCE MAJEURE CONDITIONS.

8.0 TERMS OF PAYMENT

a) **Supply component :**

Supply component of the Contract price shall be paid as under:

- i) **Advance Payment:-** 20% 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 Bank Guarantee of equivalent amount from a Nationalized Bank/ Scheduled Bank having branch at Imphal duly pledged in favour of the **Managing Director, MSPDCL** valid till 3(three) months after the completion of supplies.
- ii) An interim payment of **60% (sixty percent)** of the supply component of equipment/materials shall be paid on receipt at site and on physical verification by the owners' representative.
- iii) The balance **20% (twenty percent)** of the supply component of equipment/materials shall be paid on commissioning and handing over of work.
- iv) The Contract Performance Guarantee @7.5% of the contract price in the form of Bank Guarantee shall be furnished within twenty-eight (28) days of the notification of Letter of Intent from a Nationalized Bank/ Scheduled Bank having its branch at Imphal drawn in favour of Managing Director, MSPDCL and the guarantee shall be valid upto 90 days after completion of the project.

b) **Erection Price Component :**

- i) An advance of **20% (twenty percent)** interest bearable of the total erection price shall be paid on establishment of site office, commencement of erection work, and certification by Engineer that satisfactory mobilization for erection exists, against submission of an unconditional bank guarantee for the equivalent amount from a Nationalized Bank/ Scheduled Bank having branch at Imphal duly pledged in favour of the **Managing Director, MSPDCL** valid till 3(three) months after the completion of erection.
- ii) The balance **80% (eighty percent)** of the erection price component shall be paid on progressive completion of erection and testing & commissioning of the component/equipment.

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- iii) The contract Performance Guarantee @7.5% of the contract price shall be furnished within twenty-eight (28) days of the notification of Letter of Intent from a Nationalized Bank/ Scheduled Bank having its branch at Imphal drawn in favour of Managing Director, MSPDCL and the guarantee shall be valid upto 90 days after completion of the project.

v) **Mode of Payment**

All payments under the contract shall be released directly to the Contractor.

- 9.0 The materials shall be made available for inspection after the order is awarded, to an authorised representative of the MSPDCL during manufacture or before dispatch. Inspection call shall be intimated at least 10 (ten) days in advance before the date of inspection.
- 10.0 The tenderer must offer for full quantity of the materials/equipments failing which the offer shall be considered as non-responsive.
- 11.0 The MSPDCL reserves the right to accept any offer and reject the lowest or any other offer without assigning any reason whatsoever and the right to split the order, if required.
- 12.0 Any firm which does not fulfill the above terms and conditions may be summarily rejected.
- 13.0 Legal Jurisdiction: All disputes relating to this EO/NIT will be settled within the legal jurisdiction of Imphal only.


(P. Birendra Singh)
General Manager (Purchase)
MSPDCL

No. 2/51/DDUGJY/2015-MSPDCL-TECH/

Imphal dated the 11th May 2016

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to:-

1. The Secretary to the Hon'ble Chief Minister, Manipur, for kind information of the Hon'ble Chief Minister.
2. The Commissioner (Power), Govt. of Manipur for favour of information.
3. The Managing Director, MSPDCL, Manipur for information please.
4. The General Manager (Fin & Acct), MSPDCL for necessary action please.
5. The SIO, NIC, Imphal. He is requested to upload the above NIT in the website www.manipurtenders.gov.in.
6. The OSD, Department of Information Technology, Govt. of Manipur. He is requested to hoist the above NIT to the State Government website.