SUPPLY OF MISCELLANEOUS ELECTRICAL ITEMS AT INDIRA SAGAR POWER STATION, NARMADA NAGAR, DIST.: KHANDWA (M.P.)

Sr. Manager (P&C)  
Procurement Wing

NHDC LTD., Indira Sagar Power Station,  
NHDC Office Complex,  
Narmada Nagar, Distt. Khandwa (M.P.)  
Pin 450 119.

August- 2016
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ई-निविदा आमंत्रण सुचना
एन एच डी सी लिमिटेड (एन एच डी सी लिट. एवं म.प्र. शासन का संयुक्त उद्यम) निगम पहचान सं. (CIN): U30100MP2000GOI014337
ई-निविदा सागर पाऊंग स्टेशन, नरम्दा नगर जिला-खण्डवा (म.प्र.)
एन.आई.टी. क: एन एच डी सी /2/सी/1083 /16/2303–2317
दिनांक : 30.08.2016

1. कार्य का नाम: ई-रजिस्ट्रेशन प्रमाण पत्र
   एन एच डी सी लिट. (एन एच डी सी लिट. एवं म.प्र. सरकार का संयुक्त उद्यम). ई-निविदा सागर पाऊंग स्टेशन, नरम्दा नगर जिला-खण्डवा (म.प्र.) में 
   मिलाकर कार्य हेतु दो कार्य पद्धति के अंतर्गत केवल सुहाय एवं लघु उद्यमों से ऑनलाइन निविदाएं आमंत्रित करते हैं।

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टिप :- वैद्य उपमुख स्टेशन प्रमाण पत्र की नोटिफिकेशन या स्थापित अवधियाँ द्वारा सत्यापित करती सूचित की गई है। ITB Clause No. 4 & 5 के 
अनुसार निविदा आमंत्रण प्राधिकरण के पास निविदा जमा करने की अवधि तक पहुँच जाना चाहिए अर्थात निविदा अन्दरेंकार योग्य नहीं
जाएगी। बाकी/कोंचिस्ट द्वारा एमसोईंर रजिस्ट्रेशन प्रमाण पत्र में यह इंतज़म या विविधकों के लिए स्पष्ट- सूत्रित की किसी भी विधि में
जानवर नहीं होगी।
1. कार्य का शब्द निविदा दस्तावेज में उपलब्ध है जो कि वेबसाइट www.nhdciindia.com एवं सूचना एवं प्रक्रिया सेंटर (CPP)
   पोर्टल www.eprocure.gov.in/eprocure/app से डाउनलोड किया जा सकता है एवं निविदा, वेबसाइट
   www.eprocure.gov.in/eprocure/app पर ऑनलाइन माध्यम से निविदा जमा करने की अतिम तिथि एवं समय तक जमा
   करना होगा। निविदा दस्तावेज का विशिष्ट प्रश्न रूप में नहीं किया जाएगा।
2. योजना बूझप्रणा:-
   उल्लेखित निविदाका को निम्नलिखित भावना मानने पुर्व करना होगा --
   निविदादातक के पास माना चेक तथा दिन/सेंसिटिव रजिस्ट्रेशन प्रमाण पत्र होने का बाहिर।
   निविदादातक के पास 31/03/2015 को सम्पन्न हुए वित्तीय वर्ष के फिल्ड लीन वर्ष की अंतिम विपणन विषय, अनुमानित लागत की कम
   से कम 30% होना हालाहल।
   निविदादातक के फिल्ड के वर्ष में (निविदा आमंत्रण के माह के पहले माह की अंतिम तिथि तक) किसी एक वर्ष में किसी
   शासकीय विवाद/उच्चकक्ष/रेस्ट्रेड प्राइड वर्ष में अनुमानित लागत के कम से कम 60% क्लू कोम्पैक्ट के समान प्रायद्वार करने के लिए आवेदन
   प्राप्त किये होने का बाहिर। सामान प्रायद्वार से तलाशना "Supply of Electrical Items" से हो।
3. ऑनलाइन निविदा का विवरण जैसे कि सीनी गोपी पोर्टल में पंजीकरण, निविदा तैयार करना एवं जमा करने,
   संबंधित योजना/जानकारी अध्ययन एवं अन्य नियम व शर्तें तथा सामान्य का स्वरूप विविधता निविदा दस्तावेज में उपलब्ध है।
   एनएचडीसी की कोई कारण बताए किसी भी समीक्षा में निविदाओं को निरस्त करने का अधिकार सुपूरक स्थापित रहता है।

एनएचडीसी की ओर से तथा उनके लिए

हस्ताक्षर/--

दौड़वाणी (प्रणाली एवं संबंध)

प्रणाली विभाग

इ. नि. पाऊंग स्टेशन नरम्दा नगर, 450119

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8. समस्त सूचना पटल, एनएचडीसी, इ.सा.पा.रैटें,।

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10. महाप्रबंधक, आर एन्ड आर — खण्डवां।
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13. सम्पर्क कार्यालय, एनएचडीसी, इल्दीर।
14. कार्यालय दंगी — पी डीड्वू डी, खण्डवां।
15. कमिक्स — नगर निगम, खण्डवां।

विस्तृत अप्रत्यावर्ती एवं सूचना पटल पर

NIL Dated 29/04/2016.

 vid prabhvak (prapna aur sahibda)
prapna vinam
NOTICE INVITING e-TENDER

NHDC Ltd. (A joint venture of NHPC Ltd. & Govt. of M.P.) invites Online Bids under two-cover system from MICRO AND SMALL ENTERPRISES only for the following work at Indira Sagar Power Station, Narmada Nagar, Distt. Khandwa.

1. Name of the Work : Supply of Miscellaneous Electrical Items at Indira Sagar Power Station Narmada Nagar Distt. Khandwa (M.P.)
2. Estimated Cost : ₹ 2.68 Lakh.
3. Completion time : 60 Days
4. Period for Download of Bid Document : 02.09.2016 (12.00 PM) to 27.09.2016 (up to 6:00 PM)
5. Clarification Period : 02.09.2016 (12.00 PM) to 20.09.2016 (up to 6:00 PM)
6. Bid submission period : 02.09.2016 (12.00 PM) to 27.09.2016 (up to 6:00 PM)
7. Date of opening of Bids : 28.09.2016 (at 04:30 P.M)
8. Copy of valid MSE registration Certificate Submission Period : 02.09.2016 (12.00 PM) to 27.09.2016 (up to 6:00 PM)

Note: Copy of valid MSE registration Certificate (duly attested by Gazetted Officer/Notary) as stated in ITB Clause No. 4 & 5 should be submitted to the Tender Inviting Authority on or before the bid submission period failing which the tender shall liable to be rejected. NHDC shall not be responsible for any delay or loss, due to postal/Courier Services.

1. The details of work are available in the tender document which can be downloaded from website www.nhdcindia.com and Central Public Procurement (CPP) Portal www.eprocure.gov.in/eprocure/app and the bid is to be submitted online only on www.eprocure.gov.in/eprocure/app upto last date and time of submission of tender. Sale of physical tender document is not applicable.

2. ELIGIBILITY CRITERIA:

The prospective bidder shall fulfill the following minimum eligibility criteria

(a) The bidder must have valid PAN and TIN / Sales Tax Registration Certificate.
(b) The bidder must have average annual financial turnover during the last three years ending on 31st March 2015, at least 30% of the estimated cost.
(c) The bidder must have received supply order for similar nature of materials of cumulative amount not less than 60% of estimated cost in any one year from any Govt. Deptt./ Undertaking or reputed private companies during the last two years as on last date of previous month from the month of issue of NIT. Similar nature means “Supply of Electrical Items”

3. The details/ information regarding online tendering i.e. Registration on CPP Portal, Preparation of bid and Submission of bid, the detailed terms & conditions and specification of the material are available in the tender document. NHDC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

For and on behalf of NHDC

Sd/-
Sr. Manager (P&C)
Procurement Wing, ISPS
ISPS, NHDC Ltd
Narmada Nagar 450119
Distribution:

Internal

1. General Manager, ISPS – for kind information please.
2. Chief Engineer (O&M), ISPS - for kind information please
3. Chief Engineer (Civil), ISPS - for kind information please.
4. Manager (Finance), ISPS.
6. Manager (Vigilance), ISPS.
7. Manager (Store), ISPS.
8. All notice boards, NHDC Office Complex, ISPS.

External

9. District Collector, Khandwa
11. General Manager, OSP, Urja Vihar, Siddhawarkut
12. PR Department, C.O., Bhopal
13. Liaison Office, NHDC, Indore.

With request for wide circulation & display on Notice Boards.

Sr. Manager (P&C)
Procurement Wing,
ISPS, NHDC Ltd
Narmada Nagar 450119
1.0 **Online bids** under two cover system is hereby invited on behalf of NHDC Ltd., (A Joint Venture of NHPC Ltd. & GoMP) (hereinafter referred to as Corporation/ Employer) from MICRO AND SMALL ENTERPRISES for Supply of Miscellaneous Electrical Items at Indira Sagar Power Station Narmada Nagar Distt.Khandwa (M.P.) as per the quantity in the Schedule of Quantity (ies) and Prices, Schedule – ‘A’. Tender forms can also be downloaded from the Corporation website www.nhdcindia.com & www.eprocure.gov.in/eprocure/app.

1.1 This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Corporation/ Employer. It also provides information on online bid submission, opening, evaluation and contract award.

1.2 **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**
The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.2.1 **REGISTRATION:**
(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Click here to Enroll” option available on the home page. Enrolment on the CPP Portal is free of charge.
(ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard.
(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
(vii) Bidders can then log into the site through the secured login by entering their userID / password and the password of the DSC / eToken.

1.2.2 **PREPARATION OF BIDS**
(i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
(ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
(iii) Any clarifications, if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
(iv)  Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.

(v)  Bidder can update well in advance, the documents such as experience certificates, annual report, PAN, TIN, EPF, other details etc., under “My Space” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

1.2.3 SUBMISSION OF BIDS

(i)  Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.

(ii)  Bidder should prepare copy of NSIC/ MSMEDA 2006 registration certificate as per the instructions specified in the NIT/ tender document. The copy of NSIC/ MSMEDA 2006 registration certificate attested by Gazetted Officer/ Notary should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. Bidder should send the attested copy of certificate through Indian postal Service/ Courier services (at present only Reliance Courier services is available at Narmada Nagar). NHDC shall not be responsible for any delay or loss, due to postal/Courier Services. The details of the copy of Certificate, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid shall liable to be rejected.

(iii)  While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iv)  Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(v)  Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi)  Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(vii)  Utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Schedule of quantities & Prices i.e. (Schedule-A), in XLS format and save it without changing the name of the file. Bidder shall quote their rates both in figures and words in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantities & Prices file is found to be modified by the bidder, the bid will be rejected.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

(viii)  Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

(ix)  After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(x)  Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

2. **SCOPE OF WORK:**
Supply of Miscellaneous Electrical Items at Indira Sagar Power Station Narmada Nagar Distt. Khandwa (M.P.) as per the quantity in the Schedule of Quantity (ies) and Prices, Schedule– ‘A’.

3. **QUALIFYING CRITERIA:**
3.1 **The bidder must fulfil the following minimum Qualifying Criteria**
(i) The bidder must have valid PAN and TIN/Sales tax registration Certificate.
(ii) The bidder must have average annual financial turnover during the last three years ending on 31st March 2015, at least 30% of the estimated cost.
(iii) The bidder must have received supply order for similar nature of materials of cumulative amount not less than 60% of estimated cost in any one year from any Govt. Deptt./ Undertaking or reputed private companies during the last two years as on last date of previous month from the month of issue of NIT.

Similar nature means ‘Supply of Electrical Items’.

3.2 **The bidder shall furnish Scanned Copy of documents for proof as below for fulfilling qualifying criteria as mentioned above failing which his offer shall be summarily rejected:**
(i) Self attested copy of Valid PAN and TIN/Sales Tax Registration Certificate.
(ii) Profit & Loss Account/ Balance Sheet/Certificate audited by CA or attested by Gazetted Officer/ Notary, for last three years ending 31st March 2015.
(iii) Supply orders of sufficient amount for supply of similar nature material for the requisite period (i.e 01.08.2014 to 31.07.2015 or 01.08.2015 to 31.07.2016), as mentioned above, attested by Gazetted Officer/ Notary.
(iv) Micro and small enterprises (MSEs) Units registered with NSIC under their Single Point registration Scheme or District Industries Centers (DIC) or Khadi and Village Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSE having Udyog Adhar Memorandum for the goods/services should furnish with the Bid a notarized copy/attested by Gazetted Officer of the valid registration certificate/Entrepreneurs memorandum(EM-II) details/other relevant documents issued by above board/body in their favors, for the goods/services covered under this tender document.

4. **BID SECURITY/EARNEST MONEY DEPOSIT:**
4.1 Micro and small enterprises (MSEs) Units registered with NSIC under their Single Point registration Scheme or District Industries Centers (DIC) or Khadi and Village Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSE having Udyog Adhar Memorandum for the goods/services, should furnish with the Bid a notarized copy/attested by Gazetted Officer of the valid registration certificate/Entrepreneurs memorandum(EM-II) details/other relevant documents issued by above board/body in their favors, for the goods/services covered under this tender document.

It is the sole responsibility of the bidder to ascertain whether registration certificate issued to him under MSME is applicable for the works/services covered under this tender document.

Bids received unaccompanied by a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive and returned unopened to the bidders. NHDC shall not be responsible for any delay or loss due to postal or courier services.
4.2 The Bidder shall not be entitled, during the period of validity of their offers without the consent in writing of the Corporation, to revoke or withdraw their bids or change in any respect of their offer or any terms and conditions thereof. In case of a Bidder revoking or withdrawing his Bid or changing any terms and conditions in regard thereto without the consent of the Corporation in writing, the Corporation may at its discretion, debar the bidder from bidding for a period as may be considered fit by the Corporation, against any bid that might be invited by the Corporation in future. The Corporation will also be within its rights to circulate the information at its discretion to other prospective purchasers about the bidders having withdrawn his offer within the validity period.

4.3 The firm shall be banned and necessary action shall be taken towards cancellation of their certificate with the concerned certificate issuing authority-

i. If a bidder fails to accept rectification of arithmetical errors noticed by the Corporation; or

ii. If the Bidder withdraws his Bid during the period of bid validity specified by the Bidder in the Bid Form; or

iii. If the Bidder adopts corrupt and fraudulent practices; or

iv. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit; or

v. If the successful bidder fails to deliver all the items mentioned in the 'Schedule of Quantity (ies) and Prices' of Supply Order, within the specified time limit or within time limit acceptable to the Corporation.

In case, action is taken against any firm, the Corporation may at its discretion debar the bidder for a specified period, from bidding in future against bid invited by the Corporation. The Corporation will also be within its rights to circulate the information at its discretion to other prospective organizations about the bidders having withdrawn his offer within the validity period.

5. TENDER FEE:

Micro and small enterprises (MSEs) Units registered with NSIC under their Single Point registration Scheme or District Industries Centers (DIC) or Khadi Village and Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Adhar Memorandum, should furnish with the Bid a notarized copy of the valid registration certificate/Entrepreneurs memorandum (EM-II) details/other relevant documents issued by above board/body in their favors, for the goods/services covered under this tender document.

It is the sole responsibility of the bidder to ascertain whether registration certificate issued to him under MSME is applicable for the works/services covered under this tender document.

6. The bidder should have not been banned/de-listed/blacklisted/de-barred from business by any PSU/Govt. department during last 03 (three) years. Self declaration in this regard is to be submitted as per Annexure- VII.

7. GENERAL INFORMATION:

7.1 CONTENTS OF TENDER DOCUMENT:

The tender document includes the following section:

Section-1 : Instruction to Bidders
Section-2 : Information for Bidders
Section-3 : Terms and Conditions
Section-4 : Tender Forms and Schedules

Section-1 to Section-4 (except “Schedule of Quantity(ies) and Prices” – Schedule-A) are to be read/ understood, filled-up wherever required, signed & stamped and are to be
submitted in the Cover-1 and “Schedule of Quantity(ies) and Prices” – Schedule-A is to be filled-up, signed and stamped and to be submitted in Cover-2, as described in Section D: ‘General Instructions’ below.

7.2  **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Corporation shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

7.3  **BID CURRENCY:**

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and rejected.

7.4  **INFORMATION W.R.T. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) ORDER ‘2012:**

MSME Development Act’ 2006 is applicable to all contractors/ suppliers/ service providers. Therefore information as per Annexure-Ix is required to be submitted/enclosed by the bidder along with bid.

7.5  **PURCHASE PREFERENCE IN FAVOUR OF MSEs REGISTERED WITH NSIC:**

Micro and Small Enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centers (DIC) or Khadi and Village Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Adhar Memorandum for the goods/services, covered in this Tender document shall also be eligible for the Purchase Preference.

In tender, participating Micro and Small Enterprises quoting price within the band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than an MSE and such MSEs shall be allowed to supply atleast 20% of the total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity). In case where tender item is non-splitable or non-dividable etc.MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE considering spirit of Public Procurement Policy, 2012 for enhancing the Govt Procurement from MSE.

Out of 20% target of annual procurement from MSEs, a sub target of 4% (i.e. 20% out of 20% will be earmarked for procurement from MSEs owned by SC/ ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ ST entrepreneurs will be met from other MSEs.

**Definition of MSEs owned by SC/ST is as given under:**

a) In case of proprietary MSE, proprietor(s) shall be SC/ST

b) In case of of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit

c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters

7.6  **MAKE OF THE ITEMS TO BE SUPPLIED:**

a) The bidder should clearly mention the make of item in ‘Schedule-B’ intended to be supplied under this tender, against tendered item for which prices has been quoted. It shall be binding on the bidder to supply the item of the make mentioned in the Supply Order. No correspondence in this regard shall be entertained in this regard in future.
b) The bidder should submit comparative technical data sheet (Schedule-B) vis-a-vis technical specifications provided therein in the ‘Section-4’. A set of technical, descriptive and illustrative literature/ leaflets/ brochures/ catalogues shall be submitted wherever applicable.

c) Only agencies submitting a general Dealership or Authorization certificate issued by the Manufacturers, without reference to any specific tender and having validity of such authorisation for the considerable duration shall only be considered for determining the eligibility of the Bidder for the particular tender. Authorization issued with reference to the specific tender in favour of particular dealer/ bidder will not be entertained.

d) In a tender, either the Principal/ OEM itself or dealer, authorised by Principal/ OEM for particular tender can bid, but both cannot bid simultaneously for the same item/ product.

e) If a dealer submits bid on behalf of the Principal/ OEM, the same dealer will not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product. In case manufacturer is also participating in the tender then the bid of authorized dealer shall not be considered and such bid of authorized dealer shall be returned unopened.

7.7 Modification prior to the date of Bid Opening:

At any time prior to the deadline for submission of bids, the Corporation may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment will be notified in writing or by cable to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to acknowledge the receipt of any such amendment within specified days, failing which it will be presumed that the amendment has been accepted and the information contained therein have been taken into account by the Bidder in its bid. The Corporation shall not be responsible for any postal delay or loss in receipt of amendments sent by the Corporation.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Corporation may at its discretion, suitably extend the deadline for the submission of bids.

8. GENERAL INSTRUCTIONS:

8.1 SUBMISSION OF OFFER:

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

A) Cover -1 (TECHNICAL BID)

Online bids should be submitted containing scanned copy of following document in Cover-1 for documentary proof, for fulfilling qualifying criteria/ requirements failing which the offer shall liable to be rejected.

a. The bidder or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit Declaration in respect of acceptance of terms and conditions of tender document as per Section-3.

b. Micro and small enterprises (MSEs) Units registered with NSIC under their Single Point registration Scheme or District Industries Centers (DIC) or Khadi and Village Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Adhar Memorandum for the goods/services should furnish with the Bid a notarized copy/attested by Gazetted Officer of the valid registration certificate/Entrepreneurs memorandum(EM-II) details/other relevant documents issued by above board/body in their favors, for the goods/services covered under this tender document.

c. Self attested copy of PAN and TIN/ Sales Tax Registration Certificate.

d. Copies of Supply Orders, duly attested by Gazetted officer/Notary in fulfilment of Eligibility Criteria.
e. Trading and Profit & Loss Accounts/ Balance sheet/ Certificates audited by CA or attested by Gazetted Officer/ Notary in fulfilment of Eligibility Criteria.
f. Comparative Technical Data Sheet as per Schedule-B.
g. Duly filled, stamped and signed Annexure-I, II, III, IV V, VI and VII.
h. Duly filled Form for Electronic Clearing Services (Credit Clearing) and duly certified by the Bank Authority (Annexure-VIII).

**Note:** Please note that without documentary evidence uploaded with the Technical bid (Cover-1), the status of applicability of MSMEDA act shall be treated as “Not Applicable”.

If the Cover-1 i.e. technical bid does not contain any of the above mentioned documents or contains incomplete or unsuitable technical specifications of the item to be supplied, then the offer shall be deemed liable for rejection/ disqualification. The respective Cover-2, i.e. Price Bid of the technically disqualified offers shall not be opened.

**The bidders are cautioned that divulging of any price information in Cover-1 (Technical Bid) will result in rejection of their tender.**

B) **Cover-2 (PRICE BID)**

a. The Cover-2 shall contain the price bid in the enclosed "Schedule of Quantities & Prices" as per the format enclosed at Schedule-A. Any clause governing the bid subject to market fluctuation is not acceptable. The quoted rates shall be typed in figures in and shall be digitally signed by the bidder or his authorized person through e-token.

b. The rates shall be quoted strictly in Schedule of Quantities and Prices (Schedule-A) inclusive of all taxes, duties, Entry Tax, Statutory Charges, Insurance, Permit Charges, P&F charges, Freight etc. (including purchaser liability, if any) FOR Indira Sagar Power Station, Narmada Nagar, Dist. Khandwa to avoid any post consequences/ discrepancies. However, all applicable Taxes & Duties should be clearly mentioned by the supplier at the time of Supply in their Invoice. Supplier should submit documentary proof of Excise Duty payment with their invoice.

Note: In case of interstate purchase against form ‘C’ Entry Tax on the sale value is applicable in the state of Madhya Pradesh. The Entry Tax amount will be deducted & deposited with relevant authorities directly by NHDC. The supplier is advised to quote accordingly.

c. The bidder is advised to avoid offering of rebate/ discount. However in case of exceptional circumstances, the rebate/ discount offered by the bidder should be only in the Price bid i.e. Schedule of Quantities & Prices itself. The rebate/ discount offered anywhere else shall not be considered for the purpose of the evaluation of bids. The bidder should offer the rebate on a percentage basis applied uniformly to all the Unit rate of the Schedule of Quantities & Prices except those, which have been stipulated by the Corporation.

9.0 **SUBMISSIONS AND OPENING: -**

9.1 The bid should be submitted online at website [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) only, by the due date **27/09/2016** and time upto **06:00 PM**. The Server Date & Time as appearing on the website [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared, as holiday tender will be opened on next working day at same time.

9.2 Only those bidders shall be considered qualified by the Corporation, who submit registration certificate and documents accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the Corporation shall be final and binding in this regard.

9.3 The bidder shall bear all cost associated with the preparation and submission of its bid and the Corporation will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

9.4 If any clarification is required by the bidder in respect of items wherein specification are not defined or if any doubt is there about any specification, bidder may personally visit the Office of **Manager I/c (EU)**, Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Distt.
Khandwa – 450119. However, this shall not become the reason for claiming extension of the deadline for the submission of the tenders.

9.5 The prospective bidder requiring any clarification of the tender document may obtain the
same online/ offline from Tender Inviting Authority, Sr. Manager (P&C), Procurement
Wing, Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Distt. Khandwa – 450 119 in
person or otherwise in writing so as to reach the said office at least 07 (Seven) days before
the deadline for submission of the tenders. The Corporation shall not be bound to respond to
the request from the prospective bidders and this shall not become the reason for claiming
extension of the deadline for the submission of the tenders.

10. EVALUATION OF TENDER:
10.1 Only those bidders shall be considered qualified by the Corporation, whose
certificate as stated in ITB clause NO.4 &5 are found acceptable and who submit
registration certificate and documents, acceptance of the terms & conditions of
the Tender document and meet the Qualifying requirement stipulated in the
tender document. The decision of the Corporation shall be final and binding in this
regard. Bidder needs to submit the stamped & signed copy of tender document as
token of acceptance of all the terms & conditions. In case bidder submits stamped
and signed copy of documents, it will be presumed that all the terms & conditions
of tender document are acceptable to bidder. Deviation in terms & conditions, if
any, need to be specifically mentioned by the bidder.

10.2 The Corporation will evaluate and compare only those tenders that are determined to be
substantially responsive to the requirements of the tender document.

10.3 In evaluating tenders, the Corporation will determine for each tender, the evaluated price
by adjusting the tender price as follows

5.3.1 Making any correction for arithmetical errors noticed by the Corporation.
5.3.2 Making an appropriate adjustment for cost of all quantifiable deviation and omission
from the terms, conditions and specifications of the tender document.

10.4 The bid(s) shall be evaluated based on the criteria set forth hereunder:
10.4.1 The evaluation process shall be carried out in two stages
   i. Evaluation of Eligibility criteria and Techno-commercial evaluation
   ii. Financial evaluation

10.4.2 The techno-commercial bid of those prospective bidders who are found to be meeting the
qualifying criteria shall be evaluated. The bidders whose bid(s) are found to be techno-
commercially acceptable shall be considered for further evaluation. Bid(s) not fulfilling the
techno-commercial requirement of the bid(s) shall be considered non-responsive and
rejected and the price bid(s) of such bidder shall be returned unopened.

10.4.3 The Price bid(s) of the prospective bidders, who fulfils the techno-commercial requirement
of the bid(s), shall be evaluated further.

10.4.4 If there is a discrepancy between the unit price and the total price which is obtained by
multiplying unit price and quantity, or between subtotal and the total price, the unit or
subtotal price as the case may be shall prevail, and the total price shall be corrected. If
there is a discrepancy between words and figure, the amount in words will prevail.

10.4.5 Normally the tender will be accepted of those bidders whose quoted rates are found to be
lowest but the Corporation is not bound for such acceptance and reserves the right to
accept or reject any offer without assigning any reason thereof. Bidder shall have no
objection to such rights of the Corporation. The Corporation also reserves the right to
split the Supply Order item wise, based on the lowest evaluated rates quoted in
individual item by the supplier.

10.4.6 In case the bidder has not quoted for any of the items, the price of all such item(s) against
which bidder has not quoted rates/ amount (viz. Items left blank or against which ‘-’ is
indicated) in the schedule will be deemed to have been included in other item(s)/ Total
Quoted amount.
10.4.7 **Purchase preference in favour of MSEs registered with NSIC shall be considered while evaluating the bid.**

10.5 The bidder shall promptly provide all necessary information and documents to be submitted to the Corporation during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings etc. having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to rejected summarily.

10.6 If the present performance of the bidder including any of the partners of the firm, in a current contract is unsatisfactory 'as certified by the Client/Employer', the tender of the bidder will be summarily rejected without assigning any reason.

11. The tender document is not transferable.

12. Bidders will not be allowed to revise the quoted rates of their own, once "Technical Bid" have been opened by the Corporation. The bidder shall bear all cost associated with the preparation and submission of its tender and the Corporation will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

13. The bidders shall quote the price only for the items mentioned in the Schedule-"A". The price quoted for the item other than the items mentioned above shall not be considered for evaluation.

14. The Bidder shall arrange to receive all the letters issued by the Corporation either personally or through his authorized representative in respect of this tender, failing which letters will be sent by mail/post. The Corporation shall not be responsible for non-receipt/delayed receipt of letters by the bidders.

15. If any of the information furnished by the bidder is found to be incorrect, the Bid/contract is liable to be rejected/terminated and the EMD/Performance Security will be forfeited.

16. The units of the items shall be same as per the Schedule of quantity (ies) and prices and any other unit mentioned in the offer will be liable to be rejected.

17. The Corporation reserves the right to cancel the tender without assigning any reason thereof.

18. The bidder shall not be entitled during the period of validity of their offer, without the consent in writing of the Corporation, to revoke or withdraw their offer or Change in any respect of their tender or any term and conditions thereof.

19. Conditional offers are liable for rejection.

20. Bidders are advised to fill in the price bid and annexures, in respect of each and every item by strictly following the instructions, footnotes etc., to facilitate the Corporation in speedy evaluation of bids. Failure to do so may prevent the Bid from being considered by Corporation.

21. The bidder shall quote their prices on "Firm" basis in all respects. Taxes shall be mentioned separately in the price bid. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid as per said applicable taxes & duties.

22. The bidders in their own interest are advised to be very careful while mentioning their rates in price bid.

23. Offer containing multiple rates and value terms like subject to prior sale, subject to availability of stock at the time of receipt of order etc. are liable to be rejected.

24. Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” Should be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Corporation.

25. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
26. After the opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

27. No bidder shall contact any employee of the Corporation, except when requested in writing, on any matter relating to the tenders, from the time of opening of the tenders till the time the contract is awarded.

28. Any effort by a bidder to influence the Corporation in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

29. The order shall be placed to the L-1 bidder(s) who quotes the lowest amount for the respective items.

Sr. Manager (P&C)
Procurement Wing
ISPS, NHDC Ltd.
1.0 INTRODUCTION

1.1 Location and Communication

1.1.1 The Indira Sagar Power Station is a multipurpose river valley project on the west flowing river Narmada in Madhya Pradesh State. The Project is located at Narmada Nagar, which is about 10 km from Punasa village situated in Khandwa district of Madhya Pradesh. The dam site lies on longitude 76°28’ E and latitude 22°17’ N.

1.1.2 Indira Sagar Power Station is connected by all weather road from Dist. Headquarters at Khandwa as well as other places like Indore and state capital Bhopal. The nearest broad gauge railhead for Project is Khandwa Railway Station, which lies between Bhusawal – Itarsi section of Central Railway. The details of the places of importance in the vicinity of Project and its distance by road are as under:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Place</th>
<th>Importance</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Khandwa</td>
<td>Distt. Headquarter and Nearest Railhead (Broad Gauge)</td>
<td>65 KMS.</td>
</tr>
<tr>
<td>2.</td>
<td>Sanawad</td>
<td>Nearest Railhead (Meter Gauge)</td>
<td>50 KMS.</td>
</tr>
<tr>
<td>3.</td>
<td>Indore</td>
<td>Nearest Airport</td>
<td>130 KMS.</td>
</tr>
<tr>
<td>4.</td>
<td>Bhopal</td>
<td>State Capital</td>
<td>200 KMS.</td>
</tr>
</tbody>
</table>

1.2 Project Background

1.2.1 The Indira Sagar Power Station is a multipurpose scheme on the Narmada River. The project is providing irrigation benefits to the gross area of about 1.23 Lac hectares and has installed capacity of 1000 MW electricity generation.

1.2.2 The Government of Madhya Pradesh had completed development of infrastructure facilities, diversion of the river, part construction of the dam and powerhouse etc. for the Project. The balance construction works of the power generation components viz. dam, powerhouse and water conductor system was transferred to NHDC Ltd., which is a Joint Venture of NHPC Ltd. (A Govt. of India Enterprise) as a lead partner and Government of Madhya Pradesh as the other partner. All construction works have been completed and power generation is in operation.

1.3 Project layout

The project mainly comprises of:
(i) A solid gravity concrete dam 653 m long and 92 m high, with gross storage capacity of 12.22 billion cubic meters. The dam axis is curved with radius of 880m.
(ii) A sub-surface power house on the right bank with installed capacity of 8 units of 016 MW each.
(iii) Main irrigation canal 249 km. long and having 160 cumecs capacity; and
(iv) Lift canals 83 Km long and having 31 cumecs capacity.

All the eight units of 125 MW capacity each have been commissioned and are in operation. The work of construction of canals is in progress under control of NVDA (GoMP).

2.0 HYDROLOGY

2.1 The catchments area of Narmada River up to Indira Sagar Power Station dam site is 61,642 Sq km. The catchment area comprises of 23 sub basins covering the Narmada River and its 41 tributaries. The monsoon from June to September reportedly accounts for about 85 to 93 percent of the annual rainfall in different parts of the basin.

3.0 SEISMICITY

3.1 The Project falls in Zone-III of seismic zoning map of India as per IS: 1893-1975. The peak horizontal and vertical ground acceleration due to earthquake will be considered as 0.12 g and 0.08 g respectively.

4.0 INFRASTRUCTURAL FACILITIES

4.1 All necessary approach roads to the dam site, colony internal roads residential buildings, office buildings, rest houses, ITI building & hostels, welfare center, community hall, hospital building, school buildings, transit hostels, shopping complexes etc. have been
constructed at Narmada Nagar. The works of Power Supply, water supply and other preferential works have been completed.

5.0 PROJECT STAGE
The project is in the operation & maintenance stage and almost all the construction activities have been completed.

6.0 CLIMATIC CONDITIONS
6.1 The project site is situated at an elevation of about 200 m above mean sea level. The power house equipment shall be housed in a sub surface power house with its bottom most point at an elevation of 172.5 m. The weather conditions as existing at the site are given below:

i) Maximum temperature of air (in shade) 48°C.
ii) Minimum temperature of air 9°C.
iii) Maximum temperature of river Water 36°C. (for cooling purposes)
iv) Relative humidity
   a) minimum 19.5%
   b) maximum 87.5%

v) Rainfall Data
   ➢ Number of rainy days per year (avg) 47 Days
   ➢ Average annual rainfall 1288.5 mm
   ➢ Maximum rainfall 1878.8 mm
   ➢ Minimum rainfall 603 mm

vi) Maximum wind speed 60 km/hr
vii) Terrain Plain
viii) Snow Incidence No snowfall at site
ix) Height above mean sea level 200-300 m

7.0 BIDDER TO GET THE DETAILS OF THE SITE
7.1 The Bidder shall make independent inquiry as to acquaint himself about the conditions and circumstances affecting his bid estimate of executing the works as described. In assessing the Bid, it will be deemed that the Bidder has inspected and examined the site, its surroundings and has satisfied himself as far as practicable to the form and nature of the site, the means of transport and access to the site, the accommodation he may require, the general labour position at the site.

7.2 Failure by the Bidder to have done all the things, which in accordance with his condition he is deemed to have done shall not relieve the successful Bidder of the responsibility for satisfactory completion of the work as, required.

7.3 Access to the site will be granted, if necessary, to the intending Bidder by prior permission of the Power Station.

Sr. Manager (P&C)
Procurement Wing
ISPS, NHDC Ltd.
**TERMS AND CONDITIONS:**

1. **PRICES:** The prices shall be firm and fixed till completion of supplies and shall not be subject to any change on any account. Supplier should clearly mention in ‘Schedule-A’ all applicable taxes & duties, packing & forwarding, freight charges, entry tax, Octroi etc. (including Purchaser’s liability, if any), for F.O.R. delivery of the items at Central Store, Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Distt. Khandwa for complete scope of work. If bidder has mentioned taxes, duties and charges anywhere else in the tender except in the ‘Schedule-A’, the same shall not be considered for evaluation of price bid.

   If there is no mention of all these or any other charge to be payable extra on the quoted price in the ‘Schedule-A’ then it would be presumed that the quoted rates are inclusive of all the above charges, duties & taxes, for the complete scope of work and no correspondence shall be entertained in this regard.

   Form ‘C’ shall be issued by the Corporation, if applicable.

2. **TAXES & DUTIES:** All applicable Taxes & Duties, packing & forwarding, freight charges, entry tax, Octroi etc. (including Purchaser’s liability, if any), should be clearly mentioned by the bidder in the ‘Schedule-A’ and the same should be mentioned in their Invoice at the time of Supply. Excise duty shall be paid on production of documentary proof of ED Payment.

   The rate of tax & duties prevailing at the time of dispatch shall be payable subject to condition that all the materials supplied complete in all respect, within completion time of supply order. In case the completion time gets delayed due to reasons attributable to the supplier, no additional liability on account of any increase in tax & duties shall be payable to the supplier. However, in case rate of tax & duties decreases during the extended completion time period, the benefit in this regard shall accrue to the Corporation.

3. **VALIDITY OF OFFER:** The offer shall have to remain valid for **120 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Corporation as being non-responsive.

   In exceptional circumstances, prior to expiry of the original tender validity period, the Corporation may request the bidder, in writing, for a specified extension in the period of the validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender. The provision regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

4. **COMPLETION TIME:** The delivery of the item(s) shall have to be completed **within 60 (Sixty) days** from the date of issue of Supply Order.

5. **QUANTITY VARIATION:** The quantity (ies) mentioned in the Schedule of Quantity (ies) and Prices (Schedule-‘A’) is tentative and the supplier shall be bound to supply the items as per the issuance of requirement by the Engineer-In-Charge, irrespective of quantity mentioned in Schedule-‘A’. The quoted rates shall hold good for variation in quantity to any extent.

6. **TEST CERTIFICATES:** The firm shall submit all applicable test certificates, if any, at the time of inspection of material.

7. **PLACE OF DELIVERY:** Central Store, Indira Sagar Power Station, Narmada Nagar, Distt. Khandwa (M.P.).

8. **COMPENSATION FOR DELAY:** In case the completion of supply is delayed beyond the stipulated period mentioned in the supply order, compensation @ ½% (Half percent) of the supply order value per week or part thereof shall be levied subject to a maximum of 10% of the supply order value. However, Force Majeure condition shall apply. The term ”Force Majeure” shall herein mean riots, Civil commotion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion revolution insurrection, military or usurped power, damage from aircraft, nuclear fission, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires, acts of god and such other causes over which the supplier has no control.
9. **GUARANTEE/ WARRANTY:** The item shall be guaranteed/ warranted for a period of 18 months from the date of supply or 12 months from the date of installation/use, whichever is earlier. The guarantee/ warranty certificate shall be submitted in original at the time of delivery. If the manufacturer's guarantee/ warranty stand for longer duration than 18 months, then manufacturer's guarantee/ warranty period shall be applicable. In case of any defects observed (in the supplied items) during the guarantee/ warranty period, the item shall be replaced free of cost within 30 days of intimation of the defect. After 30 Days it will be got rectified or replaced by the Corporation at the risk & cost of the supplier. After replacement guarantee/ warranty shall automatically be extended upto 6 months or up to guarantee/ warranty period, whichever is later.

10. **SECURITY DEPOSIT FOR PERFORMANCE:** The supplier within 15 days from the date of issue of supply order shall furnish a Performance Security Deposit of 10% of the supply order value for due performance of contract in the form of Demand Draft on any Nationalised/Scheduled Bank of India in the name of NHDC ltd. payable at State Bank of India, Narmada Nagar (Code-8522)

11. **PAYMENT TERMS:** 100% payment shall be made within 15 days of receipt of material at Central Store, Narmada Nagar and submission of the following documents:-
   i. Original Bill(s),
   ii. Test Certificate(s) as per clause No. 6
   iii. Guarantee/Warranty Certificate(s),
   iv. Inspection Report (dually signed by authorized representative of Engineer-In-Charge).
   v. Submission and subsequent verification of Security Deposit for Performance.

   In case of non-submission of Security Deposit for Performance, 90% payment shall be made within 15 days of receipt of the item(s) at Central Store, Narmada Nagar and on submission of documents mentioned at (i), (iii), and (iv) above and 10% payment shall be released after expiry of the defect liability period i.e. scheduled guarantee/ warranty period, subject to end user certifying that no liability is attached to the supplier. The payment shall be made through ECS/ RTGS/ NEFT/ NET BANKING after submission of all the above documents. The bank charges shall be borne by the supplier. The bidder shall submit their bank details in format as per Annexure-VIII.

12. **INSPECTION:** The pre-dispatch inspection of the items shall be made by an authorized representative of Engineer-In-Charge at manufacturer's/ supplier's premises, prior to the dispatch of the material.

13. **ENGINEER-IN-CHARGE:** Manager Incharge (EU), Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Dist. Khandwa (MP) shall be the Engineer-In-Charge of the supply order (Contact No.07323-284564).

14. **CONSIGNEE:** Manager (Store), Central Store, Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Dist. Khandwa (MP) (Contact No. 07323-284201).

15. **PAYING AUTHORITY:** Manager (Finance), Indira Sagar Power Station, NHDC Ltd., Narmada Nagar, Dist. Khandwa (MP) (Contact No. 07323-284616).

16. **TRANSIT INSURANCE:** Indira Sagar Power Station has obtained Open Marine Transit Insurance Policy. Transit insurance in respect of Indira Sagar Power Station supplies shall be covered under the said policy on purchaser's account. Detail of the transit insurance policy shall be available in the supply order. The supplier has to intimate the dispatch details to our insurance company.

17. **GENERAL INSTRUCTION:** The supply shall be done within the stipulated period as per the supply order. The material supplied should be of the same specification and quality as approved in the supply order, failing which the items will not be accepted and returned to the supplier at his own risk and cost. Rejected items shall be treated as not supplied. The supplier has to replace rejected items at his own cost within 15 days from date of intimation in this regard.

18. **COURT OF COMPETENT JURISDICTION:** Any action taken or proceedings initiated on any of terms of this Agreement shall be only in the Court of Competent jurisdiction under the High Court of Madhya Pradesh at Jabalpur.

19. **BREACH OF CONTRACT:** In case of non-performance in any form or shape of the covenants and conditions in this Contract by the Contractor, the Corporation shall have power to annul, rescind, cancel or terminate the Contract and upon its notifying in writing
to the Contractor that it has so done this Contract shall absolutely determine. The decision of the Corporation in this regard shall be final and binding.

20. **FORCE MAJEURE:**

20.1. The term "Force Majeure" shall herein mean riots (other than among the supplier's/contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by supplier's/contractor's negligence and other such causes over which the contractor/supplier has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract/order, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

20.2. On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions mentioned hereunder:

i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof or to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause (i) above, the following provisions shall also have effect:

(a) The Contractor/Supplier shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract/order; and

(b) The Contractor/Supplier shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Corporation's T&P, Plant and Equipment, Material etc, to the Corporation's stores. The cost of such re-execution of the works, removal of damaged works and carrying of Corporation's store shall be ascertained in the same manner as for deviations and this shall be paid separately.

iii) Provided always that the Contractor/Supplier shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage. Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

20.3. Should there be a request for extension of time arising out of "Force Majeure", then immediately upon the happening of any such event as aforesaid, the Contractor/Supplier shall inform the Engineer-in-charge accordingly, but the contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor/Supplier shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract/order, within fourteen days of the date of happening of any such events as indicated above.

No monetary claims shall be entertained by the Corporation for such extended period.

In any such case as may have arisen due to Force Majeure, as aforesaid, and which may have been brought out by the supplier in writing, a fair and reasonable extension of time may be given, after taking into consideration the nature of the work/supply delayed and practicability of its execution/delivery during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Corporation may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time sue motto.
21. **ARBITRATION:**

21.1 Except as otherwise provided, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the supplier and the Corporation, in relation to or in connection with the contract shall be referred for arbitration in the manner provided as under:

(a) Either of the parties may give to the other a notice in writing of the existence of such question, dispute or difference,

(b) In case of dispute or difference, such dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Corporation and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus in choosing the presiding Arbitrator within a period of 30 days from the appointment of the arbitrators, the Presiding Arbitrator shall be nominated by the president of the Institution of Engineers (India).

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then in the first instance the Presiding arbitrator shall be nominated by President of the Institution of Engineers (India). A certified copy of the order of the President of the Institution of Engineers (India), making such nomination shall be furnished to each of the parties. This presiding Arbitrator shall then appoint the Arbitrator since left to be appointed.

21.2 Arbitration proceedings shall be held at Indira Sagar Power Station, Narmada Nagar, Distt. Khandwa, Madhya Pradesh -450119, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

21.3 The decision of the majority of arbitrators shall prevail. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

21.4 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Note: In case of order with another Public Sector Undertaking/Govt. Department, the above said clause shall stand deleted and the following Arbitration clause shall apply:-

21.1 "Except as otherwise provided, all questions, disputes or differences in respect of which the decision has not been final and conclusive, arising between the supplier and the Corporation, in relation to or in connection with the contract shall be referred to arbitration in the manner provided as under:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

21.2 A notice in writing of the existence of question, dispute or difference in relation to, or in connection with the contract shall be served by either party within 90 (Ninety) days of the first occurrence of any event upon which the said question, dispute or difference is based, failing which all rights and claims of the parties under this contract in relation to or in connection with such question, dispute or difference shall be deemed to have been waived
off and thus, forfeited and absolutely barred. The decision of the Engineer-in-Charge with regard to the first occurrence of such event for the purpose of reckoning the said period of limitation shall be final and binding.

21.3 The arbitrator shall make a speaking award.

21.4 The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute."

22. **DETECTION & PREVENTION OF FRAUD AND ACTION THEREOF**: It is expected from the bidders that they will observe the highest standard of ethics during the tendering process and execution of such contract in pursuance of ‘Fraud and corruption policy’ and furnish certificate as per TENDER FORMS & SCHEDULE:

a) For the purpose of this provision, the terms set forth below shall mean as under:
   (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the tendering process or in contract execution; and
   (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition;
   (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish bid prices at artificial, non-competitive levels; and
   (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;

b) A Bid may be rejected by the Corporation if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for the contract in question.

c) The Corporation may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for, or in executing, a contract.

23. **BANNING OF BUSINESS DEALINGS**: It is not in the interest of NHDC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which banning of Business Dealings can be initiated are as follows:
   i. If the security consideration, including question of loyalty of the agency to NHDC so warrants;
   ii. If the director/Owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving mortal turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last Five years;
   iii. If business dealing with Agency is banned by the Department of power, Government of India;
   iv. If the Agency is resorted to corrupt, fraudulent practices including misrepresentation of facts;
   v. If the Agency uses intimidation/threatening or brings undue outside pressure on NHDC or its official for acceptance/performances of the hob under the contract;
   vi. If the Agency misuses the premises or facilities of the NHDC, forcefully occupies or damages the NHDC’s properties including land, water resources, forests/trees of tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason)

The procedure for banning of Business Dealings shall be governed as per NHDC’s “Policy & Procedure for Banning of Business Dealings”

24. **FOR SPECIAL ATTENTION:**

24.1 The bidders in their own interest are also advised to inspect and examine the site and its surroundings and satisfy themselves including prevailing rules, regulations/directions of the local authorities/State Government before submitting their Bids, in respect of the Site Conditions including but not restricted to the following which may influence or affect the work or cost thereof under the contract.
24.2 Site Conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.

24.3 All other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or effect the work or the cost thereof under this contract.

24.4 The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects.

24.5 The bidders should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Corporation.

24.6 All the temporary services/arrangements shall be made by Contractor at no extra cost to Corporation.

24.7 Award is to be made to the bidder whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of eligibility & capability.

Signature & Seal of Bidder

Sr. Manager (P&C)
### TENDER FORMS AND SCHEDULES

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Schedule of Quantity(ies) and Prices</td>
<td>Schedule-A</td>
</tr>
<tr>
<td>2</td>
<td>Comparative Technical Data Sheet</td>
<td>Schedule-B</td>
</tr>
<tr>
<td>3</td>
<td>Bid Form</td>
<td>Annexure-I</td>
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<td>4</td>
<td>Experience &amp; Financial Details</td>
<td>Annexure-II</td>
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<td>5</td>
<td>Schedule of Deviation</td>
<td>Annexure-III</td>
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<td>6</td>
<td>Fraud Policy of NHDC</td>
<td>Annexure-IV</td>
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<td>Certificate of Fraud Policy</td>
<td>Annexure-V</td>
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<td>8</td>
<td>Policy and procedure for obtaining business dealing</td>
<td>Annexure-VI</td>
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<td>9</td>
<td>Declaration by Bidder</td>
<td>Annexure-VII</td>
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<tr>
<td>10</td>
<td>ECS details</td>
<td>Annexure-VIII</td>
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<td>11</td>
<td>Format for Declaration regarding MSMED</td>
<td>Annexure-IX</td>
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<td>Item Description</td>
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<td>12.00</td>
<td>Electronic ballast suitable for 36/40 W FTL fittings 220 V 50 Hz</td>
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<td>13.00</td>
<td>HPSV/MH ballast 70 Watt, Low loss electromagnetic ballasts consisting of silicon steel lamination, super enameled copper wire, core and coil embedded in polyester thermosting compound, terminal block with tapping for 220/240V, 50 Hz AC supply.</td>
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<tr>
<td>14.00</td>
<td>HPSV/MH ballast 400 Watt, Low loss electromagnetic ballasts consisting of silicon steel lamination, super enameled copper wire, core and coil embedded in polyester thermosting compound, terminal block with tapping for 220/240V, 50 Hz AC supply.</td>
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<td>15.00</td>
<td>Surface pilot buzzer call bell suitable for 220 V 50 Hz supply</td>
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<td>16.00</td>
<td>Extension board, Spike Proofing with RFI/EMI Filter, Current &amp; Voltage Rating: 15A, 250VAC, 50Hz, Input: 15 Amp, Power cord with 3 pin plug, Output: 4 nos., 6 Amp, Indian 5 pin Socket.</td>
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<td>17.00</td>
<td>Single phase voltage stabilizer, 10 KVA, with AUTO - MANUAL Voltage control, Voltage Range 140-270 V AC, 50 Hz.</td>
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***Total in Figures

Rupees only
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<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Make offered</th>
<th>Deviation from Specifications, if any</th>
<th>Reason for Variation</th>
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<td>1</td>
<td>Socket outlet 3 pin, 5/6 A, piano type, 220 V 50 Hz, Colour - White, ISI marked</td>
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<td>9</td>
<td>D O Fuse 50 A 11KV grade as per IS:9385</td>
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<td>HRC Fuse 63 Amp, DIN type 80KA, 500V AC 50 Hz Confirm to IS 13703/IEC-269/DIN-43620</td>
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<td>Any Make</td>
<td></td>
<td></td>
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</tbody>
</table>

Note: The specifications mentioned are the minimum requirements. Any other better features along with these minimum requirements are also acceptable. However, No extra charge/claim shall be entertained in this regard.

Signature & Seal of Bidder
Annexure-I

BID FORM
(Note: This letter should be enclosed in cover-I of the bid)

To,

Sr. Manager (P&C)
Indira Sagar Power Station, NHDC Ltd.
Narmada Nagar, Khandwa - 450119

Sub: "Supply of Miscellaneous Electrical Items at Indira Sagar Power Station Narmada Nagar Distt. Khandwa (M.P.)"

Ref: NIT No. NHDC/2/C/1083/16/2303-2317 Dt. 30/08/2016

Sir,

1. We have carefully and completely examined the Bid documents including conditions, instructions, specifications etc. in your bidding documents for the work of "Supply of Miscellaneous Electrical Items at Indira Sagar Power Station Narmada Nagar Distt. Khandwa (M.P.)"

2. We have unconditionally accepted all the terms and conditions of the bid documents except as specified in the Schedule of Deviation. Accordingly, we hereby submit covers as below:

   Cover -1, Technical Bid:
   (i) Copy of valid MSE registration Certificate (duly attested by Gazetted Officer/Notary) as stated in ITB Clause No. 4 & 5, placed in separate cover, in accordance to the bidding documents.
   (ii) Technical & Commercial offer (un-priced) in accordance to the bidding documents and Technical & Commercial Deviations, observed in bidding documents.

   Cover-2, Price Bid: Price Bid Form (Priced) in accordance with the bidding documents.

3. We confirm that our bid shall be valid up to 120 days from the date of opening of Cover-1 Technical Bid.

4. We hereby certify that all the statements made and information supplied in the enclosed Annexure and Forms and additional data etc. furnished herewith are true and correct.

5. We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.

6. We hereby certify that we are familiar with the requirements of the work and are experienced and competent to perform the work to the satisfaction of the Engineer-in-Charge.

7. We confirm that we have investigated the site and satisfied ourselves regarding the character of the work and local conditions that may affect the work or its performance.

8. We certify that we are familiar with all the general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

9. We understand that you are not bound to accept the lowest or any bid you may receive.

10. We certify/confirm that we comply with the eligibility requirements as per Bid documents.

11. We understand that in case any provision of this tender are found violated, then your Corporation shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.

Encl: As per list attached.

Signature & Seal of Bidder
### EXPERIENCE & FINANCIAL DETAILS

**1. EXPERIENCE (SIMILAR NATURE OF SUPPLY)**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Detail of similar supply carried out</th>
<th>No. &amp; Date of supply Order/Contract</th>
<th>Value of supply Order/contract</th>
<th>Contractual date of completion (Month &amp; year)</th>
<th>Name &amp; complete address of the customer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2. ANNUAL TURNOVER**

The information supplied should be the annual turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, in the last three (03) years:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Fiscal year</th>
<th>Turnover (₹ in Lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>2012-2013</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>2014-2015</td>
<td></td>
</tr>
</tbody>
</table>

Date __________ 2016

**Signature & Seal of Bidder**
### SCHEDULE OF DEVIATION
(TECHNICAL AND COMMERCIAL)
(To be filled-in by the bidder)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Specification Clause No. (s)</th>
<th>Deviation proposed By the tenderer</th>
<th>Justification for deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
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</tr>
</tbody>
</table>

**Note:** This Annexure is to be filled up and submitted along with Techno-Commercial Bid i.e. Cover-1.

**Tenderer's Declaration:**

- We guarantee that the above deviation(s) in no ways shall adversely affect the performance and other requirements of the equipment stipulated in the specification.
- We hereby confirm that except the deviations specified above, we have not taken any other deviation in the bidding document.

Date _________ 2016

**Signature & Seal of Bidder**
FRAUD POLICY OF NHDC

1. BACKGROUND
The Corporate Governance guideline-2010 to be followed by CPSE describes certain requirements. These requirements inter alia include "Whistle Blower Policy". This policy envisages the companies to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct or ethics policy.

Further, statutory auditors of the company are required to comment on the Fraud Policy of the company in their report to the Comptroller and Auditor General of India (C&AG) on the annual accounts of the company given in compliance of the provisions of Section 619(3) of the Companies Act, 1956.

In the light of the foregoing and keeping in view the approach of NHDC Ltd. in following Corporate Governance principles proactively, it is appropriate that a Fraud Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect:

2. POLICY OBJECTIVES:
The "Fraud Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:

(i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
(ii) To provide a clear guidance to employees and others dealing with NHDC Ltd. forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
(iii) To conduct investigations into fraudulent activities.
(iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

3. SCOPE OF POLICY:
The policy applies to any fraud, or suspected fraud involving employees of NHDC Ltd. (all full time, part time or employees appointed on adhoc/temporary/contract basis) as- well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency (ies) doing any type of business with NHDC Ltd.

4. DEFINITION OF FRAUD:
"Fraud" is a wilful act intentionally committed by an individual(s) -by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."

5. ACTIONS CONSTITUTING FRAUD:
While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

(i) Forgery or alteration of any document or account belonging to the Company.
(ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
(iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
(iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
(v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
(vi) Utilizing Company funds for personal purposes.
(vii) Authorizing or receiving payments for goods not supplied or services not rendered.
(viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/ suppression/cheating as a result of which objective assessment/ decision would not be arrived at.
(ix) Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:
Any employee (full time, part time or employees appointed on adhoc /temporary/contract basis), representative of vendors, suppliers, contractors, consultants, service providers or any other agency (ies) doing any type of business with NHDC Ltd. as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/unit/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected...
fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

(ii) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.

(iii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:
   i. The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of NHDC Ltd. for further appropriate investigation and needful action.
   ii. This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Dept. of their own as part of their day-to-day functioning.
   iii. After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
   iv. Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

8. RESPONSIBILITY FOR FRAUD PREVENTION:
   Every employee (full time, part time, ad hoc, temporary, contract), representative of vendors, suppliers, contractors, consultants, service providers or any other agency (ies) doing any type of business with NHDC Ltd. is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.

   (ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to:
   a. Familiarize each employee with the types of improprieties that might occur in their area.
   b. Educate employees about fraud prevention and detection.
   c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud, which comes to their knowledge, without any fear of victimization.
   d. Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules;

   (iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to the Fraud Policy of and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice.

   These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:
   The Managing Director/CED/CEO shall be responsible for the administration, interpretation, application and revision of this policy. The policy shall be reviewed and revised as and when needed.

   Signature & Seal of Bidder
CERTIFICATE

This is to certify that I/We would adhere to the Fraud policy of NHDC Ltd., and not indulge or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/ suspected fraud as soon as it comes to our notice.

(.................................)

SEAL AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE OF FIRM.
Annexure-VI

Policy and Procedure for Banning Business Dealings

1.0 Introduction

1.1 NHDC Ltd. deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHDC to deal with Agencies who commit deception, fraud or other misconduct in tendering process.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2.1 The Information for Bidders/ Instruction of Bidders and even the General Conditions of Contract (GCC) of NHDC generally provide that NHDC shall have the rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices and Corporate Office, Bhopal of NHDC.

2.4 It is clarified that these guidelines do not deal with the poor performance of the Contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) “Party/ Contractor/ Supplier/ Bidders” shall mean and include a public limited company or a private limited company, a joint venture consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry etc. “Party/ Contractor/ Supplier/ Bidder” in the context of these guidelines is indicated as ‘Agency’.

ii) “Unit” shall mean the Project/ Power Station/ Regional Office/ Liaison Office.

iii) “Competent Authority” and ‘Appellate Authority’ shall mean the following:

a) For NHDC Wide Banning
The Chief Executive Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD shall be the ‘Appellate’ in respect of such cases.

b) For Projects/ Power Stations/ Regional Offices/ Liaison Offices.
   Head of the Unit not below the rank of Chief Engineer/ Chief shall be the ‘Competent Authority’ for the purpose of these guidelines. The Chief Executive Director shall be the ‘Appellate Authority’ in all such cases.

iv) “Investigating Committee” shall mean any Officer/ Committee appointed by Competent Authority to conduct investigation.

v) “List of approved Agencies viz. Parties/ Contractors/ Suppliers/ Bidders” shall mean and include list of Parties/ Contractors/ Suppliers/ Bidders etc. if registered with NHDC.

4.0 Initiation of Banning/ Suspension

Action for banning/ suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with NHDC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of NHDC and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6.0 Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to NHDC so warrants;

6.2 If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five year;

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India;

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
6.5 If the Agency uses intimidation/ threatening or brings undue outside pressure on NHDC or its official for acceptance/ performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of the NHDC, forcefully occupies or damages the NHDC's properties including land, water resources, forests/ trees or tampers with documents/ records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 **Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency shall normally apply throughout NHDC. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NHDC.

7.2 There will be an Investigating Committee in each unit to be appointed by Head of the Unit for processing the cases of “Banning of Business Dealings”. However, for procurement of items/ award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Chief Engineer/ Chief from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include;

i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0 **Removal from List of Approved Agencies - Supplier/ Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/ Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9.0 **Show-cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 16 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of NHDC, necessary facility for inspection of documents may be provided.
9.3 The Competent Authority may consider and pass an appropriate speaking order:
   a) For exonerating the Agency if the charges are not established;
   b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
   c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of Corporate Office for displaying the same on the NHDC website.
DECLARATION BY BIDDER

I/ We, M/s _________________________________ (Name of bidder) hereby certify that I/ We have not been banned / delisted/ blacklisted/ debarred from business by any PSU/ Govt. Department during last 03 (Three) years.

(Seal &Signature of the bidder)
Annexure-VIII

INFORMATION SYSTEM FOR PAYMENT TO THE PARTIES THROUGH ECS/RTGS/NEFT/NET BANKING

1. PARTY’S NAME : .................................................................
   Address : .................................................................
   Email ID : .................................................................
   Phone/ Mobile No. : .........................................................

2. PARTICULARS OF BANK ACCOUNT:
   A  BANK NAME : .................................................................
   B  BRANCH NAME : .................................................................
   BRANCH CODE : .................................................................
   ADDRESS : .................................................................
   TELEPHONE NO. : .................................................................
   C  9-DIGIT CODE NUMBAR OF THE BANK & BRANCH (MICR CODE) : .................................

Encl. a copy of cancelled cheque for record & correctness of code number

D. IFSC Code of the beneficiary Bank : .................................................................
E. ACCOUNT TYPE : .................................................................
   (S.B. Account/ Current Account or Cash Credit)
F. BANK ACCOUNT NUMBER : .................................................................

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user Company responsible.

I agree to bear bank charges for transaction through ECS/NEFT/RTGS.

( .................................. )
Date: .................................................................
Signature of the Party

Certified that the particulars furnished above are correct as per our records.
(Bank’s Stamp)

( .................................. )
Signature of the Authorized Official from the bank
Annexure-IX

Format for obtaining declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006

To,

………………………………
………………………………

Subject: Declaration as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006.

Micro, Small and Medium Enterprises Development Act, 2006 has been w.e.f 02.10.2006. Following are the relevant provisions of the Act as regard to registration of enterprise:-

8(1) Any person who intends to establish,-
   a) a micro or small enterprise, may, at his discretion; or
   b) a medium enterprise engaged in providing or rendering of services, may, at his discretion; or
   c) a medium enterprise engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, shall file the memorandum of micro, small or as the case may be, of medium enterprise with such authority as may be specified by the State Government under sub-section (4) or the Central Government under sub-section(3):

Provided that any person who, before the commencement of this Act, established –
   a) a small scale industry obtained a registration certificate, may, at his discretion; and
   b) an industry engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, having investment in plant and machinery of more than one crore rupees but not exceeding ten crore rupees and, in pursuance of the notification of the Government of India in the erstwhile Ministry of Industry (Development of Industrial Development) number S.O.477(E), dated the 25TH July, 1991 file an Industrial Entrepreneurs’ Memorandum, shall within one hundred and eighty days from the commencement of this Act, file the memorandum, in accordance with the provisions of this Act.

2.0 Authority as referred to in aforesaid section is the General Manager, District Industries Centre/ District Level Officer in Directorate dealing with such Enterprises of State Government.

3.0 The definition of the enterprises as specified by the Act is as follows:-

<table>
<thead>
<tr>
<th>Type of Enterprise</th>
<th>Manufacturing Industry**-Investment in plant &amp; Machinery</th>
<th>Service Industry- Investment in equipments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micro Enterprise</td>
<td>Not exceeding Rs.25 lacs</td>
<td>Not exceeding Rs.10 lacs</td>
</tr>
<tr>
<td>Small Enterprise</td>
<td>More than Rs.25 lacs&amp;upto Rs.5 Crore</td>
<td>More than Rs.10 lacs&amp;upto Rs.2 Crore</td>
</tr>
<tr>
<td>Medium Enterprise</td>
<td>More than Rs.5 Crore&amp;upto Rs.10 Crore</td>
<td>More than Rs.2 Crore&amp;upto Rs.5 Crore</td>
</tr>
</tbody>
</table>

*engaged in the manufacture of production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951.

4.0 As such, it is requested to provide the confirmation as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006 to your firm by submitting the declaration/undertaking.

(Authorized Representative of Concerned Contract & Procurement Division)
DECLARATION/ UNDERTAKING

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/ not applicable to us and our organization falls under the definition of:

(i) [      ] - Micro Enterprise
(ii) [      ] - Small Enterprise
(iii) [      ] - Medium Enterprise.
(iv) Whether belongs to SC/ ST [Yes/ No]

Please tick in the appropriate option box [   ] and attach documents/ certificate, if any.

B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Signature of Authorized Person with seal and Date)
## CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER IN ENVELOP – 1, TECHNICAL BID.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document to be submitted</th>
<th>Submitted by the Bidder Yes/No, if no reason for not submitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Micro and small enterprises (MSEs) Units registered with NSIC under their Single Point registration Scheme or District Industries Centers (DIC) or Khadi and Village Industries Commission (KVIC), or Khadi Village and Industries Board (KVIB or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Adhar Memorandum for the goods/services should furnish with the Bid a notarized copy/attested by Gazetted Officer of the valid registration certificate/Entrepreneurs memorandum(EM-II) details/other relevant documents issued by above board/body in their favors, for the goods/services covered under this tender document.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The bidder or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit Declaration in respect of terms and conditions of tender document as per Section-3.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>In case of Small Scale Units registered with National Small Industries Corporation (NSIC)/ MSMEDA Act 2006 should furnish with the tender a photo copy of valid registration certificate duly attested by Gazetted Officer/Notary, issued by NSIC/ MSMEDA 2006 for tendered items, in their favor for the works covered under this tender document.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Self attested copy of PAN and TIN/Sales Tax Registration Certificate.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Attested copies of Supply Orders, attested by Gazetted Officer/ Notary in fulfilment of Eligibility Criteria.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Trading and Profit &amp; Loss Accounts/Balance sheet/Certificates audited by CA or attested by Gazetted Officer/ Notary in fulfilment of Eligibility Criteria.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Comparative Technical Data Sheet as per Schedule-B.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Duly filled, stamped and signed Annexure-I, II, III, IV, V, VI, VII and VII</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Duly filled Form for Electronic Clearing Services (Credit Clearing) and duly Certified by the Bank Authority (Annexure-VIII).</td>
<td></td>
</tr>
</tbody>
</table>