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MP POWER TRANSMISSION CO. LTD.



TENDER SPECIFICATION NO.

TS-10/2017

FOR

OPERATION & MAINTENANCE

(INCLUDING WATCH & WARD)

OF 132 KV S/S Chicholi.

LAST DATE OF SALE : 24/07/2017

LAST DATE OF SUBMISSION : 25/07/2017
up to 3.00 PM

DUE DATE OF OPENING : 25/07/2017
at 4.00 PM

Office of the
SUPERINTENDING ENGINEER(T&C)
MP Power Transmission Co.Ltd. **Bhopal**

Price:Rs 500/- + 150/- (Postal charges).

**OFFICE OF THE SUPRINTENDING ENGINEER
(TESTING & COMMUNICATION)
MP POWER TRANSMISSION CO. LTD: BHOPAL**

TENDER SPECIFICATION NO. TS-10/2017

FOR OPERATION & MAINTENANCE

(INCLUDING WATCH & WARD)

OF 132 KV S/S Chicholi

DUE DATE OF OPENING OF TENDER: 25/07/2017(AT 4:00PM)

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OFFICE OF THE SUPERINTENDING ENGINEER (T&C)
M.P. POWER TRANSMISSION CO. LTD.
(A Govt. of M.P. Undertaking)
T&C CIRCLE : BHOPAL
BIJLI NAGAR GOVINDPURA, BHOPAL – 23

TENDER NOTICE

PHONE:0755-2588296

FAX:-0755-2588296

TENDER SPECIFICATION NO. TS-10/2017

Sealed short tenders are invited from reputed, experienced and EPF Account Holder contractors for Operation & Maintenance (including watch & ward) of 132KV Substation **Chicholi**.

EMD Requirement: The Earnest Money Deposit (EMD) amount is **Rs. 7500/-**

QUALIFYING REQUIREMENT:-

- i The firm/individual bidder should have 'A-Class' License issued by Chief Electrical Inspector of Govt. of MP in his own name/in the name of firm.
- ii The firm/individual bidder should have an EPF Number in his own name/in the name of firm.
- iii. The firm/individual bidder should possess a valid G S T number in his own name/in the name of firm.
- iv In case of the Firms, they should employ one person possessing Degree in Electrical Engg. With at least 2 years experience or Diploma in Electrical Engg. With 5 years experience or ITI (Govt. recognized) Certificate in Electrical Trade with 10 years experience in the Operation and Maintenance of EHV class (132KV or above voltage category) substation of MPSEB or MPPTCL or Govt./ Public Undertaking power utility.
- v. In case of individual bidder, he himself should possess the qualifications as above (i to iii).
- vi. The firm should have at least one year experience in the Operation and Maintenance of EHV Class Substation of 132KV voltage or above 132KV voltage category with good performance report.
- vii. In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contract.
- Viii. All the bidders will be required to furnish valid solvency certificate in the prescribed format issued by scheduled bank. The firm should have valid solvency of Rs 1.50 lakh & a copy of income tax return for last year.
- ix. In respect of such contractors who are bidding first time and having no past experience in their own name, they may be offered Operation & maintenance work subject to condition that they will engage separate supervisor for each sub-station having educational qualification of Degree in Electrical Engg. With at least 2 years experience or Diploma in Electrical Engg. With five years experience or ITI (Govt. Recognized) certificate in Electrical trade with 10 years experience in the Operation & maintenance of EHV grade Sub-stations of MPSEB/MPPTCL or Govt./Public under taking power utility.

Cont...

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- x. Bidders who have secured orders for the first time during this year and executing satisfactory work but have not yet completed contractual period as awarded to them, such bidders whose performance is satisfactory, so far, could be allowed for further order as per their financial capacity & EMD deposited.

For further details, please visit our web site, **www.mptransco.nic.in**.

COST OF TENDER: Rs 500/- + (postal charges of Rs.150/-) payable by DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of R.A.O. MPPTCL, BHOPAL. *The tender document is available on MPPTCL's web site www.mptransco.nic.in in a downloadable format. No fee for downloading of bid documents is required, however cost of Tender document mentioned above, i.e. **Rs 500/-, shall be compulsorily deposited by the firm/tenderer, while submitting the bid.*** It is obligatory for the bidders to purchase tender document or tender document cost is to be submitted along with tender form (in case if tender document is downloaded) otherwise offer(s) received from them will not be opened/accepted.

IMPORTANT DATES: i.	Sale of documents	: All working days during office Hours up to 24/07/2017 .
ii.	Submission	: On or before 3:00 PM On 25/07/2017 .
iii.	Opening date	: 4:00 PM on 25/07/2017 .

//SAVE ENERGY//

MP POWER TRANSMISSION CO. LTD.
TENDER SPECIFICATION NO. TS-10/2017
FOR OPERATION AND MAINTENANCE (INCLUDING WATCH & WARD)
OF.132 KV SUBSTATION Chicholi.

Sr.No. : _____
Issued to : _____
Cost of Tender document Rs : _____
Received vide BC./DD No.: _____
Name of Bank : _____

Signature & Seal of issuing officer.

MP POWER TRANSMISSION CO. LTD.

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Power Trans. Co.Ltd. (herein after referred to as company) to test and supply the plant machinery and materials, delivery and execute and do the several works and things which are described or referred to in the enclosures and schedules to the specification No. **TS-10/2017** copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the Contractor in a thoroughly good and workmen like manner and to perform and observe the provisions and agreements or the part of the Contract contained in or reasonably to be inferred from the said Tender document for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that (i) General terms and conditions (ii) special terms and conditions (iii) Questionnaire for commercial terms & conditions (iv) All other terms & conditions wherever described in tender documents have been replied in full, giving clear details. It has been noted in case any reply is not given or any reply is incomplete/ambiguous the Company will have the right to interpret to its best advantage. Company's decision in this regard will be final and binding. The bidders will have no right to furnish any technical or commercial clarifications after opening of the bid which may in anyway alter the offered prices.

Dated this _____.

Signature, Name & Seal of Bidder/Tenderer

SECTION-1

SPECIFICATION & SCOPE OF WORK

Section-I

SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for operation & maintenance (including watch & ward) of **1No.** 132 KV S/S Chicholi, as per list enclosed. The details of work to be carried are as under:

- 1. OPERATION, MAINTAINING RECORDS & CHECKING:**
- 1.1** Recording of panel meter readings at ½ hourly intervals and maintaining records in log book. The shift operator shall take specified reading at periodical intervals and record them in the log sheet like voltage load in Amps. Power Transformers' Temperature, tap positions, reading of 110V & 48V. Battery and battery chargers, SF6 gas pressure, Air Pressure of breaker and any other relevant data recording as specified by officers of Company from time to time.
- 1.2** Recording of reading of all the energy meters provided for the purpose of line loss/energy audit at 12.00 Hrs and 24.00 Hrs daily.
- 1.3** Recording of tripping of each breaker, relay indications, and other events occurred in the order of sequence correctly & neatly with time in hour and minutes in the log book.
- 1.4** Recording of all operations carried out daily, correctly, accurately & neatly in the log book with time in hour and minutes.
- 1.5** Recording of voltage, frequency and load in Amps of transformers & feeders at the **time of tripping** of transformer/ feeder.
- 1.6** Checking of the switch yard at regular intervals, recording & reporting of any unusual observations, defects, spark, loose bolts, nut etc. and informing the same to the concerned officer.
- 1.7** Checking and recording of the SF6 gas/air pressure, oil level of circuit breakers and leakages if any. In case of low pressure/leakages observed the same shall be reported to the officer in-charge.
- 1.8** Checking & recording of oil level in the conservator, bushings and all other equipments provided with oil level indicators and also for oil leakages if any.
- 1.9** Checking & recording of usual internal noise. Any unusual sound in Power Transformer and leakage of oil if any may be intimated to concerned officer immediately.
- 1.10** Alarm bell test for annunciation at control board & trip circuit healthy may be checked in all panels.

- 1.11 Staff engaged by the contractor has to follow strictly the operating instructions given by the Officer In-charge to carry out the operations like charging of circuit breakers (MOCB/SF6/VCB) and other equipments, renewal of fuses, issue of permits, shutdown/line charging, **revision of relay settings etc.**
- 1.12 Staff shall have to observe all safety precautions and ensure safety of man, material and equipments during the contractual period. The major T&P & Safety appliances shall be provided by the Company. However, minor (T&P) required for day to day work shall be arranged by the Contractor.
- 1.13 Staff shall have to attend all emergencies that may arise during the contractual period, such as equipment failure, fire accidents and shall be responsible for all operations such as isolating the transformer and other equipment, use of fire extinguishers etc.
- 1.14 Staff shall have to attend all telephone calls and issue/receive messages promptly and convey the same to concerned person/Officer In-charge. **The payment of telephone bills shall be made by the company and the amount of telephone bill will be deducted from the contractor's bill.**
- 1.15 Staff shall have to prepare daily reports in the prescribed proforma in duplicate and submit the same to the Officer In-charge. In addition to above, information in prescribed proforma on following points shall also be submitted to the concerned offices on regular basis:
- i. Energy consumption of 33KV X-mer incomers.
 - ii. Energy input at EHV level.
 - iii. Energy in MWH supplied to DISCOM at 33KV level.
 - iv. Tripping details.
 - v. Energy handled at various voltage levels.
 - vi. Feeder-wise monthly interruption & tripping statement.
 - vii. Reactive energy supplied to DISCOM at 33KV level.
 - viii. Load flow data in transmission system.
 - ix. M.I.S. regulation (information related to power system).

2 MAINTENANCE WORK:

2.1 Control Room:

Cleaning & sweeping of complete control room building. Including toilets. The control room and its surrounding shall be kept clean by daily cleaning. Small flowering plants may be planted surrounding the control room to have better appearance. Providing potable drinking water daily.

2.2 Switch Yard:-

Cleaning, Picking/cutting of grass & vegetation growth by **uprooting** should be carried out on quarterly basis. Schedule for quarterly uprooting shall be given by concerned substation in-charge, if required, to adjust as per taking over of substation and as per his convenience. **Switch yard must be kept clean and no grass/vegetation growth be allowed throughout the contractual period.**

2.3 Checking of fuses in marshalling box of power transformers and distribution box of station transformers, renewal of fuses if required in consultation with officer in-charge.

2.4 Checking the condition of silica gel and recording of the same in the log book, reactivation/replacement if required in consultation with officer in-charge.

2.5 Checking & recording of radiator valves which should be in open position.

2.6 Checking healthiness of battery charger and cells of the battery set. Taking specific gravity, electrolyte level and cell voltage of pilot cell, DC earth leakage daily and all cell of battery set on weekly basis.

2.7 Watering of earth pits daily through available water source of Company.

2.8 Checking of the yards, lighting and replacement of defective bulb, tube, etc. The Contractor should maintain yard lighting and Control-Room lighting properly. Material such as Bulb, Tube and other lighting fixtures etc. shall be provided by the Company.

2.9 Battery Sets & Battery Chargers

2.9.1 Checking of battery surface joints and all connections, specific gravity and electro light level of the cells fortnightly.

2.9.2 The floating voltage of the charger across the battery should be noted at the charger end, as well as at the battery end and it should be ensured that the floating voltages is kept at 2.16 volt per cell stabilized within + / - 1%.

2.9.3 The float charger has to be examined to check whether the same is working in 'Auto mode only which the + / - 1% voltages stability across the batter can be guaranteed. IF the

float charger manufacturers have to be called, to set right the float charger for ensuring it's working in Auto mode.

2.9.4 Electrolyte specific gravities of a few chose cells, have to be taken every day, 50% of the cells of the battery bank can be used as pilot cells for daily specific gravity measurements.

2.9.5 The cell containers, stands, insulators, connectors, vent plugs, terminals etc. have to be cleaned every day.

2.9.6 In order to ensure that the full battery is available across the DC load terminals, it is necessary to Switch-off the float charger, float an one-minute duration every day, at a specific time to note the battery discharging through the load of the bus bar. This will also ensure that battery is healthy and that there is no open circuit anyway here.

3.1 MANPOWER FOR OPERATION WORK

3.1.1 Contractor shall provide minimum two, ITI(Govt. Recognized) qualified and experienced personnel in each shift round the clock including holidays, for operation work. Out of two ITI persons one (shift-in-charge) should be qualified in electrical trade (2 year course) and the other (Assistant) in the Electrical/ wireman trade i.e. contractor has to provide fifty percent or more strength of operators qualified in electrician trade (2 years course) in each shift duty, two operators qualified in wireman trade will never be allowed in one shift. Shift-in-charge shall be responsible for all operational, maintenance & Supervisory works and Assistant will assist to shift-in-charge and record the data in log sheet. The shift operators shall not leave Substation without a substitute deputed by Contractor. The contractor shall be responsible to ensure that proper arrangements of shift-In-charge and assistants for shift duties are made and at no time the s/s be left unattended. In case substation is found unattended (i.e. none of the operating staff of the contractor is present in the substation), then 20% of a monthly charge shall be recovered as penalty for each such instance and after 3 such instances contract may be terminated and SD shall be forfeited. The contractor's operating staff shall wear uniform (Grey pant, Grey shirt, black socks & black shoes) during duty hours compulsorily. Two sets of Torch, raincoat & Gumboots shall be available in the control room for outdoor operations, which shall be provided by the Contractor. During preventive maintenance work, contractor shall provide minimum two ITI (Govt. Recognized) qualified and two unskilled labour to carry out various maintenance works. The maintenance work shall be under close supervision of AE/Testing Supervisor.

3.2 SECURITY

Contractor shall be responsible for security of the equipments and other material kept within the Substation premises along with security of his own personnel. Security arrangement, by providing one uniformed guard in each shift of 8 hrs. round the clock has to be ensured by the Contractor & Associate, for Company's material/equipment. The Security Guard should wear Grey Uniform (Grey shirt & Black pant) with Cap, shoes, name plate, identification card & mono displaying "Security". They should also have stick, Torch, whistle & Raincoat, during duty hours. The contractor will have to engage guards through licensed security agency, Guards should be of minimum 10th pass, having age not below 18 years and not above 45 years. The scope of duties of guard involves patrolling of the yard/substation premises round the clock, checking/ watching/ visitors, incoming /outgoing staff and vehicles for un-authorized entry/ exit of individuals and materials. A visitor's register has to be maintained by the guard as per format given by the substation in-charge and will produce it to him on demand as and when required by the substation in-charge. The guard will report to the concerned substation in-charge regarding security issues of substation as and when required. The guard should be well behaved polite and should have clean habits and should not have any past criminal records. Persons engaged for the duty should be in concurrence with the concerned Engineer-in-charge of the substation. The guard should not leave duty without handing over the charge to his reliever as per shift duty chart (got approved from substation-in-charge) or in absence a suitable substitute deputed by the contractor. If on checking if any guard is found sleeping or non vigilant on duty then action will be taken against contractor. If any theft / malpractice occurred in duty hours of guard then total cost of theft, damage/ loss to the company may be recovered from the contractor. In case substation is found unattended (i.e. none of guards of the contractor is present in the substation), then 20% of a monthly charge shall be recovered as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited. The employees engaged by contractor on security shall be properly insured as per law.

- 3.3** Contractor shall be held responsible for any damage occurred due to mal-operation of equipment and shall make good the losses suffered by the Company.
- 3.4** The persons deputed as shift In-charge and assistants shall be well conversant with the operation of fire fighting equipments and the contractor shall keep the fire fighting system intact and utilize whenever it is necessary. The refilling of fire extinguishers will be done by the Company whenever necessary.
- 3.5** Operating personnel shall report to the concerned officer-In-charge the important occurrences, breakdown and defaults observed.
- 3.6** The contractor shall have to ensure that no unauthorized person enters the premises. The contractor shall be responsible for any unauthorized entry of persons or unlawful act within the substation premises.
- 3.7** The wireless and PLCC telephone communication system should entirely be utilized for Company's work only. If, it is observed that the same has been used for any other purposes the recovery for such usage shall be made from the contractor. Any instructions / messages to the Substation shall be logged and followed strictly.
- 3.8** The help of available operating staff has to be given by Contractor as and when required for any type of maintenance work.
- 3.9** In case of Experienced Contractors, the Owner himself else his Supervisor will visit the substation once every 15 days & shall have to prepare a joint report with departmental employee posted at substation.

SECTION-2

GENERAL TERMS & CONDITIONS

Section-2

**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR
OPERATION & MAINTENANCE OF 132 KV S/S CHICHOLI
DISTRICT BETUL**

- 1.1 Tender complete with all prescribed particulars, schedules and tender forms duly filled in, enclosed in sealed cover and addressed to the **SUPERINTENDING ENGINEER (T&C), M.P. Power Trans. Co. Ltd., GOVINDPURA, BHOPAL** shall be delivered in this office on or before the due date and within specified timings as per the tender notice.
- 1.2 The tender should be submitted in four envelopes as under:-

Envelope-1 : Earnest Money:

This should contain the following:

- i. Tender cost, if tender is downloaded.
- ii. Earnest Money
- iii. Tender form, duly signed (original/downloaded).
- iv. Schedule-I (Details of Earnest Money).

Envelope-2 : Qualifying Requirement:

This should contain the following:

- i. A copy of "A" class Electrical Contractor's Certificate issued by Govt. of M.P.
- ii. A copy of allotment of EPF Code No issued by Regional Provident Fund Commissioner.
- iii. A copy of G S T registration certificate & PAN card in the name of Firm's/Contractor
- iv. Details of experience along with documentary proof of satisfactory completion of work.
- v. Schedule-2 (Schedule of qualifying requirement)
- vi. Schedule-5 (Details of ongoing works with the contractor).
- vii. Schedule-6 (Details of supervisors proposed to be engaged).
- viii. Solvency certificate, in the prescribed format
- ix. (Schedule-7) issued by banker's.
- ix. Any other related information which bidder desires to furnish.

Envelope-3 : Technical & commercial conditions:

This should contain the following:

- i. Required documents relating to techno-commercial details
- ii. **Schedule-3** (Schedule of Questionnaire)
- iii. Any other related information which bidder desires to furnish.

Envelope-4 : Price Bid:

The price bids (Schedule-4) shall be sealed & covered in separate envelop

Each envelope shall be prominently superscribed "**Tender Specification No. TS-10/2017 for Operation and Maintenance (including watch & ward) of EHV class S/S**". These envelops may further be placed in a separate cover.

2. EARNEST MONEY

- 2.1 The bidders are required to submit EMD OF **Rs. 7500/- in form of DD payable to RAO MPPTCL BHOPAL**
- 2.2 The required earnest money in the proper form should be deposited by the bidders in a separate cover duly superscribed "**Earnest money**" **alongwith tender specification No. and due date.**
- 2.3 In case of Bank Guarantee, the same should be issued by any of the Nationalized/Scheduled Bank strictly as per company's (MPPTCL) proforma enclosed. The B.G. shall be valid for a period of at least 12 months which shall be extended suitably, if required by MPPTCL.
- 2.4 No offer will be accepted without Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall be rejected and returned to the bidder."
- 2.5 It may please be noted that in no case whatsoever the condition of submitting the earnest money will be waived or relaxed.
- 2.6 Tender covers will not be opened if on opening of the earnest money cover, it is revealed that the same is not furnished in proper form and in such cases, the tender covers will be returned un-opened.
- 2.7 If, Earnest money amount is not submitted or the earnest amount is in- adequate than the required for corresponding value of the offer, the offer shall be summarily rejected and shall not be read out.

- 2.8.** In case of non-receipt or delay in receipt of earnest money due to any reason or if the bidder fails to super scribe on the envelope containing the tender, the details of earnest money deposited by him, the Company shall not accept any responsibility and the offer received shall be rejected and returned to the bidder.
- 2.9** If the bidder obtains the earnest money, bank draft etc. prior to the due date but submits the same after the specified time his tender will not be eligible for consideration even if the earnest money, bank draft etc. has been delayed in post. The furnishing of bank draft No. & date will not be considered adequate. It will therefore be observed that both earnest money as-well-as tender should be submitted before the specified time, otherwise tender will not be considered.
- 2.11.** The tender shall be valid for a period of **90 days** from the date of opening of price bids. The Company reserves the rights to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period. The earnest money deposit (EMD) will be refunded to the unsuccessful bidders.

3.00 QUALIFYING REQUIREMENT:-

- 3.1** The firm/individual bidder should have 'A-Class' License issued by Chief Electrical Inspector of Govt. of MP in his own name/in the name of firm.
- 3.2** The firm/individual bidder should have an EPF Number in his own name/in the name of firm.
- 3.3** The firm/individual bidder should possess a valid G S T number in his own name/in the name of firm.
- 3.4** Firm should have employed one person possessing Degree in Electrical Engg. With at least 2 years experience or Diploma in Electrical Engg. with 5 years experience or ITI (Govt. Recognized) Certificate in Electrical Trade with 10 years experience in the Operation and Maintenance of EHV class (132KV or above voltage category) substations of MPSEB or MPPTCL or Govt./Public Undertaking power utility.
- 3.5** In case of individual bidder, he himself should possess the qualifications as above (3.1 to 3.3).
- 3.6** The firm should have at least one year experience in the Operation and Maintenance of EHV Class Substation of 132KV voltage or above 132KV voltage category with good performance report.

- 3.7 In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contract.
- 3.8 No. of Substations, for which a contractor will be awarded contract for operation & maintenance work of EHV Substations, shall be decided considering his past performance and financial capacity on basis of solvency certificate submitted by them, in the enclosed format.
- 3.9 *All the bidders are required to furnish valid Solvency certificate of their Scheduled bank in the prescribed format. **Solvency shall not be more than 6 months earlier from the date of opening of tender. The firm should have valid solvency of Rs 1.50 lakh***

While finalization of award of contract against this tender, due consideration would be given to financial capability of the bidder based on solvency certificate, as also contract(s) already awarded to the bidder and their execution status. The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past contracts or where unjustified and substantial delay has already occurred in execution of past contract.

- 3.10.1 In respect of such contractors who are bidding first time and having no past experience in their own name, they may be offered Operation & maintenance work subject to condition that they will engage separate supervisor for each sub-station having educational qualification of Degree in Electrical Engg. with at least 2 years experience or Diploma in Electrical Engg. with five years experience or ITI (Govt. Recognized) certificate in Electrical trade with 10 years experience in the Operation & maintenance of EHV grade Sub-stations of MPSEB/MPPTCL or Govt./Public under taking power utility and provided they will not be/are not carrying out work in more than two substations in MPPTCL including offered substation in instant tender. However, bidder should have all other qualifying criteria as for the experienced bidder.
- 3.10.2 Bidders who have secured orders for the first time during this year and executing satisfactory work but have not yet completed contractual period as awarded to them, such bidders whose performance is satisfactory, so far, could be allowed for further order as per their financial capacity & EMD deposited.
- 3.11 While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, purchaser will also take in to account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.

The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender.

3.12.1 Bidders are required to quote rates for all the activities in prices schedule. The lowest offer shall be decided on the basis of total price of work i.e. total of all the activities. In case, rates of any of the items are not quoted by the bidder, MPPTCL reserves the right to make the price adjustment for missing items based on maximum price quoted for same item by other bidders or reasonable estimated cost if the cost of item is not available, for the sake of evaluation of the lowest (L-1, L-2....bidders) & minimum price quoted by any other bidders for same item or reasonable estimated cost if the same is not available for the sake of placing an order.

3.12.2 In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule 4), the MPPTCL reserves the right to correct it in following manner: -

a) If any error is committed in the total amount due to calculation in any of the individual item, consequently causing the error in Subtotals/Grand total. The error at its origin will be corrected first and then Sub Total & Grand Total will be corrected accordingly to the end in that order. The rates quoted by the bidders will not be changed in any case.

b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) above.

c) The correction made above will be binding on the bidders and deemed to be accepted by him.

d) In case of any ambiguity in the quoted rates MPPTCL, may interpret to its benefit. MPPTCL, also reserves its right to correct as given above or to reject such ambiguous/absurd offers without giving any reasons whatsoever.

4. TENDER PROCEDURE:-

4.1 The offers shall be submitted in following four separate envelopes. These four envelopes shall further be placed in a separate cover. The offer shall be opened in following manner:-

Part - I Earnest Money (Envelope-1)

It shall contain Tender cost, EMD, **Schedule-1**, Tender form (in original/downloaded form) duly signed. It shall invariably include related information on EMD as sought in the specification.

Part - II

(i) Qualifying Requirements (Envelope-2):

This part shall comprise all the documents relating to qualifying requirements and **schedule-2, schedule-5, Schedule-6(if required) & schedule 7**. It shall invariably include related information as sought in the specification.

(ii) Technical & commercial conditions (Envelope-3) It shall contain **Schedule-3** and related information:

Part - III Price Bid (Envelope-4):

This part shall comprise of the "Schedule of Rate" **Schedule-4** and any other relevant information that the bidder may deem fit and may affect the financial commitment.

4.2 The Part-I & II of the tender shall be opened on due date as indicated in the tender notice in the chronological order. If Part-I "Earnest Money" is found satisfactory, Part-II "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened. The Part-III "Price Bid" of such of the tenderers as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on the date & time which shall be intimated to all the participants separately. Price bid of the tenderers who do not qualify minimum qualifying requirements as per clause-3 and terms & conditions of specification shall be returned un-opened. The discretion in this respect shall entirely be with the Company and binding on all the bidders.

4.3 While submitting the tender it shall be ensured that the "**Schedule-4** of Quoted Rates" is strictly in the prescribed form. The bidders shall use the original/downloaded form of schedule supplied with the tender specification.

In any case the original/downloaded tender form should be filled in and submitted. The tender should be complete with all schedules attached to the tender specification. Any changes in the format of tender form & schedules are not acceptable otherwise, the tender will be liable for rejection.

4.4 In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the following working day at the specified timings.

4.5 The bidder or his authorized representative (having documentary evidence for such representation) may be present at the time of opening of the bids if they desire so.

- 4.6 The price paid for buying the tender specification shall not be refunded under any circumstances whatsoever.
- 4.7 The tenders of those bidders, who have neither purchased tender document nor submitted tender cost, shall not be considered.
- 4.8 Corrections/ changes made in the offer (bid) by the bidder shall bear the initials of the person signing the tender.

5. MODIFICATION & WITHDRAWAL OF BIDS:

- 5.1 Under no circumstances, the bidders are allowed to modify their prices once their price offer is submitted. Further, no discount letter would be accepted after submission of price offer.
- 5.2 No bid may be withdrawn in the interval between the dead line for submission of bids and the expiration of period of bid validity specified. Withdrawal of bid during this interval shall result in the forfeiture of bidder's Earnest Money.

6. DATE FOR RECEIPT, OPENING OF TENDER & PRE-BID CONFERENCE :

- 6.1 Tender along with earnest money comprising Part-I, II & III shall reach the O/o SE(T&C), MPPTCL, BHOPAL on or **before 25/07/2017**(due date of submission of tender) up to **3.00 P.M.**
- 6.2 It is the responsibility of the bidders to ensure that the tender and the earnest money are delivered in the above office before the specified time. Any bid received after the due date of submission prescribed in Tender-Notice due to any reason whatsoever including postal delay shall be rejected and returned unopened to the tenderer.
- 6.3 Part- I&II of the tender shall be opened in the O/o SE(T&C), MPPTCL, BHOPAL on **25/07/2017**(due date of opening of tender) **at 4.00 P.M.**
- 6.4 The Part-III "Price Bid" of such of the tenderers as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on a date & time which shall be intimated to all the participants separately.

7.0 SUB-LETTING OF CONTRACT:

The work under the contract may not be sublet. The contractor shall not assign or sub-let his contract or any substantial part thereof to other agency.

8.0 NEGLIGENCE:

If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provisions of the contract, the Company may give ten days notice in writing to improve the performance. Should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then and in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to or if the Company shall think fit, it shall be lawful for him to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor shall be entitled to retain the balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed by the contractor to the satisfaction of engineer-in-charge, contract may be terminated & may take action as per Clause-19(Section-2) & clause-24(Section-2).

9.0 DEATH BANKRUPTCY etc.

If the contractor shall die or commit any act of bankruptcy or being a corporation, commerce to be wound-up for reconstruction purposes or carry on its business under a receiver, the executors, successors, or representatives in law of the estate of the contractor any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Company and shall for one month during which he shall take all responsible steps to prevent a stoppage of the works have to option of carrying out the contract subject to his or their providing such guarantee as may be required by the Company but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works provided that should the above option not been exercised, the contract may be terminated by the Company by notice in writing to the contractor and the power and provisions reserved to the Company on the taking over of the work out of the contractor's hands shall immediately become operative.

10. INSPECTION:

The Engineer and his duly authorized representatives, shall have at all reasonable times access to the works and shall have the power at all reasonable times, to inspect and examine the performance and workmanship of the work during execution.

The Engineer shall on giving ten days notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work or workmanship connected with such work, which in his opinion are not in accordance with the contract.

11. ENGINEER'S DECISION :

In respect of all matters which are let to the decision of the Engineer including the granting of or with-holding of certificates, the Engineer shall, if required so to do by the contractor, give in writing decision thereon and his reasons for such decision. All decisions of the Engineer shall be subject to the right of arbitration reserved by these general conditions.

12. CONTRACTOR'S REPRESENTATIVE AND WORKMEN :

The contractor may employ his competent representative(s), whose name(s) shall have previously been communicated in writing to the Engineer by the contractor, to supervise and carrying out the work. Any written order or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor, may give to the said representative of the contractor shall be deemed to have been given to the contractor.

The Engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the contractor shall remove the person so objected upon receipt from the Engineer of notice in writing required him so to do and shall provide in his place a competent representative at the contractor's expense.

13. LIABILITY FOR ACCIDENTS AND DAMAGES:

The contractor shall be entirely responsible for all loss, damage or depreciation of sub-station equipment/any other material etc. caused due to their negligence until the sub-station is taken over by the company.

The contractor shall, during the execution of the work, properly protect the substation from injury which also include theft and shall take every reasonable, proper, timely, and useful

precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto which until the same be or be deemed to be taken over under clause of this specification may arise or be occasioned by the acts or omission of the contractor or his workmen and all losses and damages to the substation arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer.

Until the contract shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but not otherwise. Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The contractor shall be deemed to have indemnified and saved harmless the Company against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered prior to the date when the plan shall have been taken over under clause of this specification herein by persons employed by the contractor on the works whether under the General Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employees by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident intimate in writing to the concerned Engineer of the Electricity Company the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

In the event of any claim being made or action brought against the Company involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable, under this clause, the contractor shall be immediately notified thereof and he shall, with the assistance of the Company if he require so, at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the Company shall at the expense of the contractor, afford all available assistance for any such purpose.

14. DEDUCTIONS FROM CONTRACT PRICE :

All costs, damages or expenses which the Company may have paid for which under the contract the contractor is liable may be deducted by the Company from any money due or becoming due by him to the contractor under the contract or may be recovered by action at law or otherwise from the contractor as an arrear of land revenue.

15. CERTIFICATE OF ENGINEER :

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices, particulars of the work executed and the certificate as to such work is reasonable in the opinion of the Engineer in accordance with the contract, shall be issued within seven days if possible or within such time of the application for the same as is reasonably necessary for communication with the site.

The Engineer may by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

16. RESPONSIBILITY OF CONTRACTOR:

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specifications/order. For example all the work of operation & maintenance should be done accordingly as per approved norms. Deviations, if any, from the approved/specified conditions shall be brought to the notice of the CE(T&C), MPPTCL, Jabalpur his decision shall be final and communicated through site Engineer. If at a later date, it is found that the contractor has carried out some work, not according to the specifications and without taking specific approval then in that case, all the payments made to the contractor for carrying out such works shall be recovered.

17. REGULATIONS OF LOCAL AUTHORITIES :

The Company shall through-out the continuance of the contract and in respect of all matters arising in the performance thereof serve all notices and obtain consents, approvals and permissions required in connection with the regulations and byelaws of the local or other authority which shall be applicable to the works.

All works shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer. The contractor shall possess or obtain a valid working license from the concerned State Electricity Authority/Inspectors for carrying out the operation & maintenance work in the region before commencing the work.

18. ABANDONMENT OF CONTRACT :

Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, contractor wishes to discontinue the Operation & Maintenance of the substation given to him, he must give a 30 (thirty) days notice to the Engineer-in-charge conveying his intention. Engineer-in-charge within 21 (twenty one) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. The contractor only after receipt of acceptance of notice shall discontinue Operation and Maintenance of the substation from the date of expiry of notice period. In such case action as per tender clause no.19, Section-2 shall be taken.

19. TERMINATION OF CONTRACT :

In the event of breach of any of the terms of the order by the contractor, the MPPTCL reserves the right to:-

- a. Cancel the contract without any liability on MPPTCL's side by giving 10 days notice to the contractor.
- b. Forfeit the security deposit i.e. 10% of the value of contract.
- c. Penalty equal to one month charge shall be recovered.
- d. MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
- e. In the event of contract terminated on the basis of unsatisfactory performance, firm may also be debarred for a period of minimum 3 years from the future business in the MPPTCL.

20. ARBITRATION :

If at any time any question, dispute or difference whatsoever shall arise between the purchaser/ Company the engineer and the contractor upon or in relation to, or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication to the SE(T&C) MPPTCL or to any other person nominated by him on his behalf and his decision in writing shall be final and binding on the contractor / Engineer and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. Upon every or any such reference, the cost of an incidental to the reference and award respectively shall be in the discretion of the arbitrator who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and shall direct by whom and in what manner the same shall be borne and paid.

Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by the purchaser or the engineer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the contract no payment due or payable by the purchaser shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

In case of any dispute the law applicable shall be the law in force in India.

21. PAYMENT:-

100% payment shall be made generally within **30 days** on receipt of monthly bill complete in all respect, in triplicate from the contractor duly verified/certified by Engineer-In-charge of substation, after completion of work. Please note that no interest charges shall be admissible on account of delayed payment, if any.

22. Taxes & Duties :

- 22.1 The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.
- 22.2 G S T shall be payable extra, at prevailing rates & rules, if claimed separately in the bill. The G S T registration no. shall have to be printed on the invoice/bill.

23. DISPUTES:-

a) **Operating** staff engaged by the contractor shall **not** have any legal right for engaging them in regular establishment of MPSEB/MPPTCL during the contract or on expiry of contract. Further, such Operating Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.

b) Contractor will have to execute an indemnity bond on Non-Judicial Stamp Paper of **Rs.500/-** undertaking thereby to indemnify in case of any loss to the Company resulting from their fault.

c) Any disputes or differences arising out of this agreement shall be decided by Courts situated in the district where concerned T&C circle H.Q. is located. No suit or other legal proceedings shall be instituted elsewhere.

24 RATES:

1.1. In "Price Schedule" Schedule-4, Part-A, the Labour charges including (Min.wages, EPF & ESIC at prevailing rates are based on Min. wages declared by Labour Commissioner GoMP as on Dtd.**01.04.2017**. The breakup of labour cost has been indicated as per Annexure-I. The cost mentioned in this part shall be revised on revision of the minimum wages by Labour Department Govt. of MP from time to time.

25 PERFORMANCE:-

The Officer in-charge will issue a notice to the Contractor specifying the various areas wherein performance of the Contractor has been found to be un-satisfactory and the Contractor will have to ensure that explanation to the notice is furnished within one weeks of receipt of the same alongwith supporting documents to substantiate his explanation. In case explanation is not found to be tenable, then, after issue of first notice and receipt of explanation, 25% of the charges for that particular month will be deducted as penalty.

Even after first instance of irregularity if one more instance is noticed by the Officer In-charge, he will again issue a notice to the Contractor indicating areas, where performance of the Contractor has not been found to be satisfactory and in this case also the Contractor will have to furnish his explanation alongwith supporting documents within one week's time.

In case explanation furnished by the Contractor is not found to be tenable, then he will be liable for imposition of 2nd penalty to the extent of deduction of 50% on his monthly charges. Incase of

2nd warning, MPPTCL, on receipt of explanation from the Contractor reserves the right to get the reasons for non-performance as also reasons furnished by the Contractor, examined by a Committee of three Senior Officers.

After second warning while 50% monthly charges shall be deducted, it may be noted explicitly that incase a third instance of non-performance comes to the notice of the management, MPPTCL reserves the right to terminate the contract.

26 RIGHT TO REJECT OFFERS:-

26.1 Company reserves the right to reject any tender or all the bids received, without assigning any reasons what-so-ever.

26.2 Company, reserves the right to award the contract as it deems fit. The bidders should offer rate in the schedule-4 enclosed.

27. CONTRACT AGREEMENT, SECURITY DEPOSIT & INDEMNITY BOND:-

27.1 A formal agreement shall be entered on non judicial stamp paper worth 0.25% of total amount of contract between the contractor and M.P.P.T.C.L. within **10 days from the date of intimation, given by engineer-in-charge to takeover the substation**, for the due performance and observance of the terms and conditions of the contract for the entire contractual period.

27.2 The successful bidders should furnish security deposit **within 10 days from the date of intimation given by engineer-in-charge to taken over the substation @ 10%** of the value of contract in the form of pay order or demand draft or banker cheque drawn in favour of Regional Account Officer MPPTCL. The security deposit shall be returned to the successful tenderer only after expiry of contractual period on faithful performance of the terms/condition of the order, after verifying the liabilities on satisfactory completion of contract and verification of deposition of EPF with concerned EPF authority and if there is no claim for recovery against the contractor. No interest will be payable on the security deposit.

27.3 The Earnest money amount of successful contractor deposited along with tender shall be release after confirmation of completion of contractual formalities. No interest will be payable on the Earnest Money deposit.

27.4 The successful bidder will also submit an indemnity bond towards the safe custody of substation premises including various equipments, material, building etc. The proforma of indemnity bond would be furnished on acceptance of tender.

27.5 If successful tenders fails to enter in to formal agreement and fails to deposit required security deposit within stipulated period, the company shall have the option to the cancel contract and forfeit the earnest money deposit and may take action to debar the bidder from the future business in MPPTCL.

27.6 The contractor shall die or commit any act of bankruptcy or commence to wind up or carry on its business under receiver, the executors, successors or other representative in-law of the Estate of the contractor or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to M.P.P.T.C.L. and shall, for one month, during which he shall take responsible steps to prevent stoppage of the works, have the option for carrying out the contract subject to his or their providing such guarantee as may be required by M.P.P.T.C.L. but not exceeding the value of the work for the time being remaining un-executed.

28. Commencement, Contractual period & Extension order :-

28.1 The contractual period shall be of **03 months** w.e.f. the date of taken over of the sub-station premises by the contractor after completing all contractual formalities as mentioned above. The date of taken over of s/s shall be intimated by Engineer-in-charge. Contractors are bound to takeover the s/s on or before the date given by Engineer-in-charge.

28.2 If considered necessary, we may place extension order on the basis of satisfactory performance of the contract, on mutual agreement basis for further period of 6 months, on the same, terms & conditions. A further extension order on the basis of satisfactory performance of the contract, may also be considered for a maximum period of **1.5 months**.

29. Insurance :

29.1. The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engaged by him from any of IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury, payable to any worker and damage to property of the third persons.

29.2. During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the company the receipt of such payment within seven days after the same shall have become due.

30. Implementation of employee's provident fund & miscellaneous provision act 1952.

The provisions on Employees Provident Fund & Miscellaneous Provisions Act- 1952 are applicable in respect of employees engaged by the contractor. The following instructions are to be

followed for statutory compliance of proper implementation of the EPF Act :-

- 30.1 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act.1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 30.2 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.
- 30.3 The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law.
- 30.4 A representative not below the rank of Assistant Engineer duly authorized by the MPPTCL shall be present at the time of disbursement of wages by the contractor.

31. Submission of document:

It is mandatory on the part of contractor to furnish the following documents to the Engineer in-charge who will verify the same and pass the monthly bills on that basis:

- 31.1 List of employees (giving name and qualification) engaged by the contractor.
- 31.2 A copy of insurance policy covering all liabilities under the Workman's Compensation Act shall be submitted along-with the first bill.
- 31.3 Details of payment made to the staff engaged by the contractor, on monthly basis.
- 31.4 Documentary evidence of remittance of employees' and self EPF contribution to EPF Authority on monthly basis.

Further bills for subsequent months/quarter shall be admitted after compliance of above.

SECTION-3

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS

- 1.1** The employee to be engaged by the contractor for operation & maintenance work to be personally introduced to the EE, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, EE may ask the contractor to arrange police verification report. The persons approved by the EE will not be changed without permission of EE i.e. the removal/ deployment of persons will be done with consent of the EE. The authorization chart of staff engaged by the contractor for duty is to be displayed in the control room duly approved by EE & signed by contractor & his staff.

The contractor will have to engage adequate no. of qualified & experienced staff/security guards as per tender specification for the work of operation & maintenance/ for the work of ward and watch commensurate with the technical nature and quantum of work. If staff employed at any stage is not found qualified, approved & adequate and that the contractor has not taken due action to employ the required staff in-spite of notice given to him in writing by the EE, the later shall have power to recover from any payment due to the contractor by way of penalty a sum equal to the estimated salary of the staff so less employed. The contractor's operating staff shall wear uniform during duty hours compulsorily.

- 1.2** The hours of work for the labourer/staff employed by the contractor shall confirm to the hours fixed as per Factory Act. The daily and weekly hours of work and over- time work will be regulated in accordance with the provisions of the minimum wages act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the engineer in-charge may allow for extended working hrs.
- 1.3** Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.4** The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

- 1.5 The contractor shall be responsible for payment of wages to each worker employed by him as contract labour, in accordance with the provisions of the law.
- 1.6 The payment of minimum wages has to be ensured by contractor **through Cheque/DD/BC** in the presence of authorized representative of the principal employer or by credit to worker's bank account only. In case payment is credited to worker's bank account, necessary evidence shall be submitted by the contractor.
- 1.7 **Cash payment is not permitted.** In case of default, action as per Law may be taken against the contractor.
- 1.8 In case the contractor fails to make payment of wages/ remittance of E.P.F. contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor, to the E.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debt payable by the contractor.
- 1.9 The Contractor shall obtain necessary license and competency certificate from the electrical inspectorate to handle the sub-station equipment to the workers employed by him.
- 1.10 The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engage with any of the IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.
- 1.11 During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 1.12 In every case in which by virtue of the provision of section 12, subsection (i) of the Workmen's Compensation Act 1923 the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Company under section 12 subsection (ii) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company to the contractor whether this contract or otherwise. Company shall not be bound to context any claim made against it under section 12, sub- section (i) of the said act, except on the written request of the contractor and upon his having given to the Company fully

security for all costs for which the Company might become liable in consequence of contesting such claim.

- 1.13** At the time of taking over of the EHV substation by the contractor, a list of each and every equipment, spares & fixtures etc. will be prepared jointly by the contractor and engineer-in-charge of Company and same shall be signed by both the parties. The date of commencement of contract shall be reckoned from date of handing over of EHV substation.
- 1.14** The EHV equipments and control room building having been handed over to contractor and other things connected there with shall remain at the risk and sole charge of the contractor till completion of contract period and till completion certificate has been obtained from engineer in-charge. Until such delivery of the EHV substation, the contractor shall at his own cost take all precautions necessary to keep all the equipments, material, building and other things connected their with from any loss or damage and in the event of the same or any part there of being lost or damage, he shall forthwith reinstate and make good such loss or damage at his own cost.
- 1.15** On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sums due or which may become due to the contractor by Company or otherwise howsoever.
- 1.16** No child labour should be employed by the Contractor.
- 1.17** The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the contractor and in such cases, the expenditure shall be recovered from the Contractor. The Contractor shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.
- 1.18** The Contractor shall not issue any "Line Clear Permit" without consent of the Company's officials. However, the shift personnel should give "Line Clear Permit" with consent of MPPTCL officer in the proper format whenever it is requisitioned by proper authority duly following all precautions for isolating the circuit such as tripping of the Breaker and opening of the Isolator and earthing of terminal equipments etc.
- 1.19** The period of the Contract shall be of **3 months** from the date of handing over of site. The Company will have right to terminate

the Contract without assigning any reasons to the Contractor by giving 10 days notice without any liability on MPPTCL's side.

- 1.20** The concerned Superintending Engineer will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Contractor.
- 1.21** All works in substation under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection of the SE/EE/AE and his subordinates.
- 1.22** The materials like transformer oil, silica gel, SF6 Gas will be supplied by the Company without any extra cost. Available furniture will be issued to the Contractor without any extra cost.
- 1.23** Transport of staff will be arranged by the Contractor at his cost.
- 1.24** Printed stationery such as Log Sheet permit book etc. will be provided by the Company. Unprinted stationery will have to be arranged by the Contractor.
- 1.25** In case of any theft Contractor shall lodge the complaint with Police Department. However, contractor should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.
- 1.26** Control room building or any part of substation will not be allowed to contractor's staff for accommodation purpose. If found so, 10% of a monthly charge may be recovered for each such default. However, allotment of residential quarters (if available) on minimum requirement basis, may be considered by MPPTCL, on payment of license fee and/or rental charges, other charges as per prevailing rules & electricity charges as per actual.

DETAILS OF EARNEST MONEY

(TO BE KEPT IN ENVELOPE -1)

- 1 Name and Address, with Pin Code _____
of the bidder _____
- 2 Details of the Firm/Company _____
- i. Registered office _____
- ii. Postal Address _____
- iii. Fax No. _____
- iv. Telephone/Mobile number _____
- v. E-mail address _____
- vi. PAN (Permanent Account No.) _____
- 3 Whether bidder is an old participant with MPPTCL. Yes/No
- 4 Earnest Money details
- i. Amount of E.M.D. Rs._7500
- ii. DD/Banker's cheque No. _____
- iii. Issuing bank /drawn on bank. _____
- iv. If in cash, copy of Money receipt to be enclosed. _____

Place:

Date :

SIGNATURE, NAME & SEAL OF BIDDER/TENDERER

Note:

- i. *The offer will not be accepted without adequate earnest money deposit.*
- ii. *Extra sheet if required may be used. However, the same should be signed / sealed by the bidder.*

Schedule-2**SCHEDULE OF QUALIFYING REQUIREMENTS**

(TO BE KEPT IN ENVELOPE -2)

1	Whether a copy of "A" class Electrical Contractor certificate issued by Govt. of M.P. is enclosed.	Yes/No
2	Whether a copy of Registration of EPF code No. in the Name of Bidder/ Firm is enclosed.	Yes/No
3	Whether copy of Certificate of G S T Registration No. in the Name of Bidder/ Firm is enclosed.	Yes/No
4	Whether copy of PAN in the Name of Bidder/ Firm is enclosed.	Yes/No
5	Whether experience certificate for Operation & maintenance work of EHV Sub-station of the firm, is enclosed.	Yes/No
6	Whether proof of educational qualification, experience certificate & consent of the personnel employed by the firm are enclosed.	Yes/No
7	Whether copy of Income Tax return for last years, are enclosed	Yes/No
8	Whether valid Solvency certificate in the prescribed format , is enclosed	Yes/No
9	Whether proof of educational qualification, experience certificate & consent of supervisor to be engaged for Operation & Maintenance of EHV Sub-stations along with Schedule-6 are enclosed.	Yes/No
10	Whether a copy of details of ongoing works, is enclosed	Yes/No

Note: The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender as mentioned in clause-3, Section-2 of tender.

Place: _____

Date : _____

**Signature, Name & Seal of
Bidder/Tenderer**

Schedule-3

SCHEDULE OF QUESTIONNAIRE
(TO BE KEPT IN ENVELOPE-3)

1	Whether the offer is valid for 90 days from the date of opening of price bid.	Yes/No
2	Please confirm that the quoted prices are as per clause 24 of section-2 of tender specification.	Yes/No
3	Please confirm that G S T is chargeable Extra at prevailing rates & rules.	Yes/No
4	Whether MPPTCL's terms of payment as per clause No. 21 of section-2 is agreeable. If no, please state conditions.	Yes/No
5	Whether agreeable to furnish Security deposit @ 10% of ordered value for satisfactory execution of the order for entire contractual completion period.	Yes/No
6	Please confirm that the manpower deployed by you are trained and possess minimum qualification as desired	Yes/No
7	Do you agree to our condition for deployment of staff, payment, etc. stipulated in this tender specification. Deviation if any may please be indicated here.	Yes/No
8	Please confirm whether you have noted our specific condition that no subletting of contract would be permitted under this tender specification.	Yes/No
9	Please confirm that the rates offered by you are not associated with any binding condition such as advance payment , exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc.	Yes/No
10	Whether you are agreeable to clause no. 1.4 of section-3 of Special Terms & Conditions.	Yes/No
11	Whether you are agreeable to clause no. 3.1 of Section-1 of Specification & Scope of work.	Yes/No
12	Whether you are agreeable to clause no. 24 of Section-2 of General Terms & Conditions.	Yes/No
13	Whether you are agreeable to clause no.1.26 of section-3 of Special Terms & Conditions.	Yes/No

- Note:**
- (i) Strike off, whichever is not applicable.
 - (ii) Separate sheets should be used, wherever necessary.
 - (iii) The bidder is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the bidder.
 - (iv) Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.

Place : _____

Date : _____

Signature, Name & Seal of Bidder/Tenderer

Schedule-4

Operation & Maintenance including watch and
ward of **CHICHOLI** 132KV substation

SCHEDULE OF RATE

(Price Bid)

PART-A MONTHLY VARIABLE LABOUR COST

Labour Cost payable per month Based on Minimum Wages w.e.f. 01.04.2017

(As per Labour Commissioner indore letter No.1/11/A/V/2015/10542-10741dt. 01.04.2017)

S/N	Name of activity	Particulars	Monthly Rate per S/s (in Rs.)
1	Operation & Maintenance	Labour Charges for providing Shift Assistant (Skilled category 2 each in all the 3 shifts) for 182.5 mandays per month (on an average per month, arrived on pro-rata basis of yearly man days i.e. 2190 /12) including salary of reliever for one no. S/s (@360/- per man day)= 182.5 x Rs. 360 per day = Rs. 65700 (+) EPF @ 13.36% + ESIC@ 4.75%	77,598.27
2	Watch & Ward	Labour Charges for providing Un-armed security guards (Un-skilled category one each in all the 3 shifts) for 91.25 mandays per month(on an average per month, arrived on pro-rata basis of yearly mandays i.e. 1095 / 12) including salary of reliever for one no. S/s(@274/- per man day) = 91.25 x Rs. 274 per day = Rs. 25002.50 (+)EPF @ 13.36% + ESIC @ 4.75%	29,530.45
3	Total Labour Cost (in Rs.)		1,07,128.72

Note:- The above charges are including EPF & ESIC charges at prevailing rates.

PART-B MONTHLY VARIABLE SERVICE CHARGES TO BE QUOTED BY THE BIDDER

S/N	Particulars	Total monthly amount of Part-A	Percentage above amount in column 3 in one digit of decimal.	Amount in Rs.
1	2	3	4	5(3X4)
2	Variable Monthly service charges for providing Manpower	1,07,128.72	----% (in numbers) _____ (in words)	

(It should not be less than 5% of the amount mentioned in Column 3 otherwise bid will be rejected Further same can be quoted upto one decimal place only.

(Total of Part-A and Part-B)

Rs.

Note:- Please note that percentage quoted in the second digit of decimal will not be taken in to consideration. Accordingly if one bidder quotes say 5.11% and another bidder quotes 5.19% then both bidders will be considered to have 5.1% and will be treated as equal for the purpose of comparison and also award of contract.

**Signature,
Name & seal of the Bidder/Tenderer**

DETAILS OF ONGOING WORKS WITH THE FIRM

(TO BE KEPT IN ENVELOPE -3)

S/ N	Particulars of works	Name of organi- sation	Order No. & date	Order value	Value of works executed	Value of balance works to be executed
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

(Signature, Name & seal of the Bidder)

Schedule-6

**Details in respect of supervisor proposed to be engaged
for Operation & Maintenance (including watch & ward)
works of EHV S/s**

(To be filled in by new bidders who is participating first time &
not having past experience)

(TO BE KEPT IN ENVELOPE -2)

Sl. No.	Name of Supervisor to be engaged	Educational Qualification	Experience of Operation & Maintenance work of EHV S/s

Note:- The photo copies of educational qualification, experience certificate of the persons proposed for Operation & Maintenance work of EHV Sub-station along under taking are to be submitted in the qualifying bid(Part-II).

(Signature, Name & seal of the Bidder)

Schedule- 7

SOLVENCY CERTIFICATE

(To be kept in envelope-2)

This is to state that to the best of our knowledge and information (name of the party) a customer of our bank is respectable and can be treated as good up to a sum of Rs..... (Rs In words) details are as under:-

- 1) Balance in Saving Bank Account
- 2) Balance in Current Account
- 3) Term Deposits with us
- 4) Term Deposits with other Banks:
(verified with original)
- 5) CC/OD Net Limit Available with Bank
(Excluding SOD)

Total Rs

It is clarified that this information is furnished without any risk and responsibility on our part in any respect what so ever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

**Date:
Authority)**

(Seal & Signature of Bank

Annexure-I

**Instructions to the Tenderer
(Against Tender Specification No.TS-10/2017)**

1	Last Date of sale of tender- 24/07/2017
2	Due Date of Submission- 25/07/2017 upto 3:00PM
3	Due Date of Opening 25/07/2017 at 4:00PM
4	Scope of work Operation & Maintenance including watch and ward of EHV Class Sub-stations 132 KV CHICHOLI DIST. BETUL
6	Amount of earnest money Rs.7500/-.
7	List of documents (Xerox copy) to be submitted <ol style="list-style-type: none"> 1. "A" Class license. 2. G S T no.; 3. EPF no. 4. Proof of past experience. 5. Details of earnest money (Schedule-1). 6. Schedule of qualifying requirement (Schedule-2). 7. Schedule of questionnaire (Schedule-3). 8. Schedule of rate (Price Bid) (Schedule-4). 9. Details of ongoing works with the firm (Schedule-5). 10. Details in respect of supervisor proposed to be engaged for Operation & Maintenance works of EHV S/s (Schedule-6). 11. Valid Solvency certificate in the prescribed format issued by bank (Schedule-7) 12. Income Tax Return of last years. 13. Order copy of work executed till date. 14. Work completion certificate document. 15. Proof of qualification & experience and consent of supervisor to be engaged (only for new bidders). 16. Tender document complete duly signed by tenderer.
8	Cost of Tender document COST OF TENDER : Rs500/- + (postal charges of Rs150/-) payable by DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of R.A.O. MPPTCL, BHOPAL. <i>The tender document is available on MPPTCL's web site in a downloadable format. No fee for downloading of bid documents is required, however cost of Tender document mentioned above, i.e. Rs 500/-, shall be compulsorily deposited by the firm/tenderer, while submitting the bid.</i> It is obligatory for the bidders to purchase tender document or tender document cost is to be submitted along with tender form (in case if tender document is downloaded) otherwise offer(s) received from them will not be opened/accepted.