

**MADHYA PRADESH POWER TRANSMISSION CO. LTD.
POLOGROUND, INDORE
PHONE : 0731 - 2422920**



**SPECIFICATION NUMBER TMI-02/2018-
19 DATED 16.08.18**

**BIDDING DOCUMENTS
FOR**

**Surface cleaning and Painting work of tower structures
(about 678.937 MT) of 132 kV Ratlam-Meghnagar line
Tap to Bamniya traction line under EHT-Maint. Dn.
Ratlam on labour contract basis**

Due Date of Opening: 15.09.18 at 4:00 PM

**COST OF TENDER DOCUMENT-Rs 560.00(including GST)
+ Rs 150.00 (POSTAL CHARGES IF REQUIRED BY POST)**

**SUPERINTENDING ENGINEER
EHT (M) CIRCLE, MPPTCL, INDORE**

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OFFICE OF THE SUPERINTENDING ENGINEER EHT: MAINT. CIRCLE
M.P. POWER TRANSMISSION CO, LTD. : INDORE (M.P.)
TEL.0731-2422920 e.mail seehtmind@gmail.com
(Fully owned by Govt. of M.P.)

No. SE/EHT-Maint/Works/TMI-02/2018-19/ 525

Indore, dated :16.08.18

To

M/S.....

Registered A.D.

Sub:- Short term tender notice.

Dear Sir,

Sealed tenders are invited from reputed, experienced, EPF holder and having "A" class Electrical contractor's license for carrying out the following work as detailed below:-

Sr. No.	Tender No.	Description of work	Estimated cost (Rs.)	Cost of Tender including GST(Rs.)	Due date of opening of bid
01.	TMI-02/2018-19	Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap Bamniya (total 269 no. towers excluding railway crossing loc. No. 7 and 8) under EHT-Maint. Dn. Ratlam on labour contract basis.	4,07,362/-	560/-	15.09.18

(01) Tender specification can be obtained from O/o the S.E. (EHT-MAINT) Circle, MPPTCL, Pologround, Indore on payment of Rs. 560/- only as cost of tender (if copy is required by post, then Rs.150/- only will be charged extra as postal charges, both are non-refundable) through Banker's Cheque/DD in favour of REGIONAL ACCOUNTS OFFICER, MPPTCL, INDORE. Cost of tender documents will not be accepted in any other form except Banker's Cheque/DD. Tender document is being uploaded on the web-site, <http://mptransco.in/> of MPPTCL. The interested bidder may download the document and submit their tender. However, for the purpose of participation against the tender, it may please be noted that the cost of tender document must be remitted by Demand Draft/ Banker's cheque drawn in favour of Regional Accounts Officer, MPPTCL, payable at Indore in sealed cover in separate envelop.

(02) Earnest Money:

The tenderer shall deposit the Earnest Money strictly as per the instructions stipulated in tender specification unless they are exempted by the MPPTCL to do so. No tender will be accepted without prior deposit of Earnest Money.

(03) Due Date & Time:

The tender form & detailed specifications for tender specification No. TMI-02/2018-19 will be issued on any working days between 02.00 PM to 05.00 PM one day prior to the tender opening date. The complete tender should be submitted / reach in the office of the S.E (EHT-MAINT) CIRCLE, MPPTCL INDORE by 3:00 P.M. up to due date indicated above

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which will be opened on the same day at 4:00 P.M. in the presence of such tenderers who remain present.

(04) Delay In Receipt Of Tender Documents :-

The MPPTCL will not be responsible for delay on any account in receipt of tender documents/earnest money.

(05) Right To Accept Any Tender:-


The MPPTCL reserves the right to reject any or all tenders or accept any tender in full or part considered advantageous to MPPTCL whether it is lowest or not without assigning any reason whatsoever.

(06) Important Note:-

In case any of the above last dates prescribed is declared as holiday by the State/Local Administration then the prescribed last date for the issuing accepting & opening of the tender will get automatically shifted to next working day. For this, prior intimation will not be issued separately.

Thanking you,

Yours faithfully,


SUPERINTENDING ENGINEER
EHT-MAINT. CIRCLE
MPPTCL, INDORE

Copy to:-

- ✓ 01. The Chief Engineer (EHT-M&I.) M.P.P.T.C.L., Jabalpur in reference to letter no. 1178 dated 09.08.18.
02. The Chief Engineer (Trans-WZ), M.P.P.T.C.L., Indore.
03. The Superintending Engineer (EHT-Maint) Circle, MPPTCL, Bhopal/Jabalpur
.....It is requested that above tender notice may please be displayed on Notice Board of your office.
04. The Executive Engineer (EHT-Maint) Dn., MPPTCL, Ratlam/Indore.
.....It is requested that above tender notice may please be displayed on Notice Board of your office.
05. tenders.mpptcl@gmail.com
06. Notice Board.

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TMI-02/2018-19 dtd. 16.08.18 for Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap to Bamniya traction line under EHT-Maint. Dn. Ratlam on labour contract basis. Issue to.....

Cost of Tender Documents Rs..... Received vide Demand Draft/ Bankers Cheque /Pay Order No..... dated.....

Signature & Seal of

Issuing officer.

MADHYA PRADESH POWER TRANSMISSION COMPANY LIMITED

Regd. Office:-Block No. 2 Shakti Bhawan: JABALPUR 482008

TENDER FORM

The undersigned hereby tender and offer (subject to MPPTCL's conditions of tendering), the M.P. Power Transmission Co. Ltd., Jabalpur 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 TMI-02/2018-19 DATED 16.08.18 copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman 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 documents for the sums and at the rates set out in schedules annexed hereto.

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

Dated this.....

Tenderer's Name & Signature
With seal of the company

CONTENT OF SECTION-I

TENDER CONDITIONS & INSTRUCTIONS TO TENDERERS

SUBMISSION OF BIDS

OPENING OF BID

EARNEST MONEY

QUALIFYING REQUIREMENT

PERIOD OF VALIDITY OF BID

CLARIFICATION ON TENDER SPECIFICATION

DUE DATE FOR RECEIPT AND OPENING OF TENDER

SECTION-I

TENDER CONDITIONS & INSTRUCTIONS TO TENDERERS

1.01 Tender in complete with all prescribed particulars, schedules and tender forms duly filled in enclosed sealed cover and addressed to S.E. (EHT:M)Circle, MPPTCL, Pologround, Indore -452015, shall be delivered in this office on or before due date and within specified timings as per tender notice. Extensions if required will be done for submission and opening of bid. Notices for such extensions will be intimated by ordinary post, however the notices for extensions will also be available on MPPTCL website.

The letter of authorization shall be indicated by written Power of Attorney accompanying the bid. The pages of the bids except for unamended printed literature shall be initialed/ signed by the person or persons signing the bid. The bid shall contain no interlineations erasers or overwriting except as necessary to correct the errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

1.02 Bid document towards Tender No.TMI-02/2018-19dt.16.08.18 is being uploaded on the Web Site of MPPTCL. The interested bidder may download the document and submit his offer. However, for the purpose of participation against the tender, it may please be noted that the cost of bid document i.e. Rs.560/- must be remitted by Bankers Cheque/Demand Draft in sealed cover in such a way that the envelope containing Bankers Cheque/Demand Draft is separately available for examination and acceptance because only after the Bankers Cheque/Demand Draft is received, the bid of the bidder will be opened. It would also be better if a fax message is sent separately intimating submission of Bankers Cheque/Demand Draft.

1.03 SUBMISSION OF BIDS

1.03.01 Sealing and Marking of Bids

- a) The bid shall be submitted in sealed envelope containing four separate inner envelope duly sealed and marked "Earnest Money and cost of bid document", "Qualifying requirement", "Techno-Commercial Bid" and "Price Bid".
- b) The first envelope marked with " Earnest Money and cost of bid document " should contain the Banker's cheque/ Demand Draft / Photo copy of Money Receipt (duly attested by authorized signatory) as mentioned in clause-1.04 hereof along with the "Tender Form", in Original, duly filled-in and signed. The Banker's cheque/Demand Draft towards the cost of Bid document (if participated in the bid on the basis of downloading the document from MPPTCL's website) is required to be kept in this envelope. If the bidder has purchased bid document from the office of SE EHT-M, Indore details of cost of bid document are not required to be submitted in this envelope.
- c) The Second envelope marked with "Qualifying Requirement" should contain the Schedule-3.
- d) The third envelope marked with "Techno-commercial Bid" should contain the details in accordance with Tender Specification comprising of Schedule-2 and Schedule-4.
- e) The fourth envelope marked with "Price Bid" should contain the details of price Bid in accordance with Schedule-1.
- f) All the envelopes shall be addressed as under:-

*Superintending Engineer
(EHT-Maintenance) Circle
Madhya Pradesh Power Transmission Company, Ltd.,
Pologround, INDORE -452015 (MP).*

- g) The outer main envelope containing the above envelopes shall bear the following identification"
(as mentioned on tender form)

"Tender to Specification No.TMI-02/2018-19DATED 16.08.18dueon _____for **“Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap to Bamniya traction line under EHT-Maint. Dn. Ratlam on labour contract basis”**The words "DO NOT OPEN BEFORE" _____ (date of Bid opening) should also appear on it .

- h) The outer and inner envelopes shall also indicate the name and full mailing address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late” or otherwise not acceptable.
- i) If the outer envelope is not sealed and not marked as indicated above the MPPTCL will assume no responsibility for the Bid's misplacement or premature opening.
- j) In any case, the `tender form' should be filled in and submitted in original. The offer should be complete with all schedules attached to the Specification including the questionnaire etc.Each question of the questionnaire should be answered in full. These conditions are very essential otherwise the tender is liable to be rejected.
- k) When Bids are delivered by special messenger, they should be deposited in the tender box kept in the office of the S.E. (EHT-M)Circle, MPPTCL, Pologround, Indore on all working days between 10:30 to 17:00 Hrs and on due date of opening between 10:30 to 15:00 Hrs. Nobody is authorized to receive or grant receipt for offer delivered by hand.
- l) Bid(s) submitted by FAX/Telex cable / Telegram shall not be accepted.

1.03.02 Deadline for submission of Bids

Bids must be received by MPPTCL at the address specified under para 1.03.01 (f) above, not later than the time and date mentioned in the Notice Inviting Tender. In the event of specified date for submission of bids being declared a holiday for MPPTCL, the bids will be received upto the appointed time on the next working day.

It is the responsibility of the tenderer to ensure that the tender, earnest money is delivered in above office before the specified time.

1.03.03 Late Bids

Any bid received by MPPTCL after the dead line for submission prescribed by the MPPTCL will be rejected and shall be returned unopened to the tenderer.

1.03.04 Modification and withdrawal of Bids

The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of modification or withdrawal is received by the MPPTCL prior to the dead line for submission of bids.

No bid will be allowed to be modified, if modification is received subsequent to the dead line for submission of bids. In case some minor modification is required by MPPTCL in technical specification or commercial condition after opening of first part of bid, such changes will be notified to the bidders and they will be allowed to submit revised /supplementary price bid.

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.

1.04 OPENING OF BID

The bids will be opened in the presence of bidders'/their authorized representatives who choose to attend on the date and time mentioned herein in the office of S.E. (EHT: M) Circle, MPPTCL, Pologround, Indore (MP). The Bidders/ their authorized representatives, who will remain present at the time of bid opening, shall sign a register / sheet in evidencing their attendance. In the event of specified date of bid opening declared a holiday for MPPTCL, the bids shall be opened at the appointed time and location on the next working day.

The offers shall be opened in the following manner:-

- Part-I Earnest Money and cost of bid document (if participated in the bid on the basis of downloading the document from MPPTCL's website).
- Part-II Qualifying Requirement
- Part-III Techno Commercial bid

These parts shall comprise all Sections except Schedule-1 (Schedule of quoted prices) and will invariably include information as sought in the specification.

Part-IV Price bid (Schedule-1)

The Schedule of quoted price "Schedule-1" and any other relevant information which the Bidder may deem fit and may affect the financial commitment may be kept in this envelope.

The Part-I, II and III of the offer shall be opened on due date as indicated in the tender notice in chronological order. The envelope containing "Earnest Money and cost of bid document" and Qualifying Requirement shall be opened first. If the Earnest Money, Tender Form and cost of Bid document (if participated in the bid on the basis of downloading the document from MPPTCL's website) are found satisfactory, then the "Techno Commercial Bid", for pre-qualification to "Price Bid Opening" shall be opened. The Part-IV "Price Bid" of such bidders as found technically acceptable and as per relevant terms and conditions of the tender specification shall then be opened on a date and time which shall be intimated separately to all qualified tenders.

The Bidder's name, Bid prices, modification, Bid withdrawal and the presence or absence of the requisite Bid-security, tender form and such other details as the MPPTCL at its discretion, may consider appropriate will be announced at the time of opening of the Bids.

1.05 EARNEST MONEY

(i) Earnest Money must be submitted along with the tender offer in a separate sealed cover. The amount of earnest money for the estimated value of the work is indicated in Annexure-II i.e. instruction to the contractor (item No. 3) of the specification.

The required Earnest Money in the proper form should be deposited by the tenderer in a separate cover duly superscribed "Earnest Money" against Tender Specification No. TMI-02/2018-19 DATED 16.08.18, DUE DATE OF OPENING ____. In case Earnest Money is deposited in cash, the same should be deposited with the Regional Accounts Officer, MPPTCL, Indore in which case the tenderer should submit the Photo copy of Money Receipt (duly attested by authorized signatory) in the first envelope. In case of non-receipt or delay in receipt of Earnest Money due to any reasons or if the tenderer fails to superscribe on the envelope containing the tender, the details of earnest money deposited by him, the MPPTCL shall not accept any responsibility and the offers received shall be rejected and shall be returned to the tenderers. If the Earnest Money is not submitted or if the earnest money amount is inadequate, the offers shall be summarily rejected and shall not be read-out.

(ii) It may please be noted that in no case whatsoever the condition of submitting the earnest money will be waived or relaxed, except in case of M.P. Government/Central Government undertakings or fully owned State/Central Govt. units with 100% Government shares. Such unit shall

submit documentary evidence along with their offer in a separate cover duly superscribed "Earnest Money against Tender Specification No TMI-02/2018-19 DATED 16.08.18 DUE DATE OF OPENING". Such tenderers shall clearly indicate on the tender cover that they are fully owned Central/State Govt. Units with 100% Govt. shares. In case this is not superscribed on the cover, it will be presumed that the tenderer does not fall in any of the categories of tenderers who are exempted by the MPPTCL from submission of the earnest money deposit and such tenders will not be considered and will be returned unopened and the tenderers will be responsible for such lapse and in no case such tenders will be considered.

(iii) Earnest Money shall be accepted in the following forms only (cheques will not be accepted).
a. Cash to be deposited with the Regional Accounts Officer, MPPTCL, Indore
b. By pay orders / Demand Draft / Bank Draft in favour of Regional Accounts Officer, MPPTCL, Indore

(iv) Tender covers will not be opened if on opening of the earnest money covers, it is revealed that the same is not furnished in the proper form and in such cases, the tender covers will be returned unopened.

(v) In case earnest money is deposited in cash with the Regional Accounts Officer, MPPTCL, Indore the details of the money receipt number, date etc. And a photocopy of Money Receipt should be submitted in separate sealed cover along with the tender before due date as already indicated above. No interest shall be allowed on the Earnest Money deposit.

(vi) If on opening of the tender cover, it is revealed that the earnest money is inadequate, then in such case, the tender documents would be returned.

(vii) In case, it is not superscribed on the tender covers that earnest money deposit has been furnished, it will be presumed that the earnest money has not been submitted, the covers will be returned unopened. The tenderer will be responsible for such lapse and in no case, such tender will be considered.

(viii) If the tenderer 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 the Bank Draft number and 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.

1.06 QUALIFYING REQUIREMENT:

1.06.01 Tenders are invited only from reputed parties having adequate financial and technical resources to undertake the work covered in this tender specification.

1.06.02 In addition to the basic qualifying requirements stipulated above, the minimum criteria the satisfactory fulfillment of which only will enable bidder to participate in this bid invitation, shall also necessarily include the following :-

(a) The bidder should have successful experience of any erection activity completed in piecemeal in the past. Whereas for second circuit stringing work while first circuit is charged, equal quantum of successful experience of the same work at 132 KV voltage at least, will be required. The works completed should have been executed, at minimum 132 KV voltage level.

OR

The bidder may be Degree/Diploma Engineers having minimum 5 years successful experience of similar works executed under him while in service in Govt. /Quasi Govt./P.S.U. organization.

OR

Bidders having no past experience in their own name may also participate subject to condition that they will engage an engineer having educational qualification of Degree in Engineering in their respective branch with at least 2 years of experience or Diploma in Engineering in the respective branch with 5 years of experience in the respective field of MPSEB/MPPTCL or Govt./ Public undertaking/ Reputed Limited co., However, such bidder should have all other qualifying criteria such as EPF registration No, PAN no. etc. as required for experienced bidder.

OR

The bidder should have past experience of similar tendered work at least on 132kV line executed successfully at least 50% of quantity covered in instant tender. The photo copies of orders executed in past and performance /work completion certificate shall be submitted in support of past experience.

(b) The bidder should have “A” Class Electrical Contractor’s License.

1.06.03 The bidder shall submit the required details in part-II of the tender in respect of the above requirement with the documentary evidence. The bidder shall indicate clearly order wise list of works completed along with name and address of order placing authority with quantum of each type of work done so far i.e. no. of stub-setting & tonnage of tower erection etc. If against some orders work is yet to be completed, the present position of work shall be indicated. The photo copies of orders executed in past and performance /work completion certificate shall be submitted in support of past experience.

1.07 Period of validity of Bids

The tender shall be valid for a period of **Six** months from the date of opening. The MPPTCL reserves the right 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 will be refunded to the unsuccessful tenderers.

1.08 While submitting the tender, it shall be ensured that the schedules are strictly in the prescribed forms. The tenderer may use the original forms of schedules supplied with the tender specification or may use separate sheets.

In any case, the 'Tender-Form' bearing the seal of the bidder with signature should be filled in and submitted in original. The tender should be complete with all schedules attached to the specification including the questionnaire etc. Each question of the questionnaire should be answered in full. These conditions are very essential otherwise the tender is liable to be rejected.

1.09 Clarification on tender specification

The tenderer is requested to go through the specification schedule, notes and all enclosures carefully. Doubts, if any, should be got clarified well in time by writing to the S.E. (EHT-M) Circle, MPPTCL, Pologround, Indore. Responsibility of submitting the tender in time shall rest with the tenderer.

1.10 The MPPTCL reserves the right (i) to reject any or all tenders or to accept any tender considered advantageous to the MPPTCL whether it is the lowest tender or not and (ii) to split the quantities against the tender on more than one firm for the same items/works. No reasons will be assigned by the Company for this and this will be binding on the tenderers.

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

1.12. When tenders are delivered by special messenger, they should be deposited the tender in the tender box kept in the office of the S.E. (EHT:M) Circle, MPPTCL, Pologround, Indore all working days between 10:30 to 17:00 Hrs and on due date of opening between 10:30 to 15:00 Hrs. Nobody is authorized to receive or grant receipt for tender delivered by hand.

1.13. Telegraphic offers will not be considered. Tender received after specified hours and date will not be considered. The Company will not be responsible for the postal delay in delivery of tender.

1.14. All tenders should be made in Hindi/English.

1.15. The tenderer or maximum two of his authorized representatives (having documentary evidence for such representation) may be present at the time of opening tender if they so desire.

1.16. The price paid for buying the tender specification shall not be refunded under any circumstances whatsoever.

1.17. The tender of those tenderers who have not purchased Tender Specification, shall not be considered.

1.18. Satisfactory evidence (in the form of power of attorney) of authority of the person signing on behalf of the tenderer shall be furnished with the tender.

1.19. Erasers or other changes in the tender documents shall be over the initials of the person signing the tender.

1.20. DUE DATE FOR RECEIPT AND OPENING OF TENDER:

i) Tender and earnest money shall reach the office of S.E. (EHT-M) Circle, MPPTCL, Pologround, Indore on or before 3.00 PM on specified date of tender opening.

It is the responsibility of the tenderer to ensure that the tender and the earnest money are delivered in the above office before the specified time.

ii) The tenders will be opened in the office of the S.E. (EHT-M) Circle, MPPTCL, Pologround, Indore at 4.00 PM on specified date.

1.21 Non-Responsive Bids

MPPTCL reserves the right to reject any Bid, which is:

- (i) Not accompanied by Earnest money as specified in the document.
- (ii) Not received by the due date and time specified.
- (iii) In variance with specified terms and conditions.
- (iv) If any time, it is found that a material misrepresentation of facts is made or uncovered.
- (v) The Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid.
- (vi) If the Bidder fails to super scribed on the envelope containing the Bid, the details of Earnest money by him, the MPPTCL shall not accept any responsibility and the offers received shall be rejected and shall be returned to the Bidders.
- (vii) Covers of the Bid will not be opened if on opening of the Earnest money cover, it is revealed that the same is not furnished in the proper form and in such cases.
- (viii) If on opening of the cover of the Bid, it is revealed that the Earnest money is inadequate, and then in such case, the Bid would be returned.
- (ix) In case, it is not super scribed on the bid covers that Earnest money has been furnished, it will be presumed that the Earnest money has not been submitted and the covers will be returned unopened. The Bidder will be responsible for such lapse and in no case, such Bid will be considered.
- (x) Cost of tender document has not been furnished in case of downloading of tender.

1.22 Evaluation of offers:-

- 1.22.1** MPPTCL will examine the bids to determine whether they are complete, whether any computational errors have been made.
- 1.22.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- 1.22.3** In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Tender Document, the applicable rate and amount thereof shall be ascertained by MPPTCL based on which, if required, necessary rectification and arithmetical correction shall be carried out by MPPTCL and applicable tax shall be added to the total price for the purpose of evaluation of the offers. The rate and amount so ascertained by the MPPTCL shall prevail.
- 1.23** MPPTCL will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid. All the correspondences will be done with L-1 bidder only in normal case, however if the situations arise correspondence can be made to L-2, L-3.... subsequently.
- 1.24** Prior to the expiration of the period of bid validity, MPPTCL will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

SECTION-II

GENERAL CONDITIONS OF CONTRACTS FOR PAINTING WORK OF TOWER STRUCTURES ON LABOUR CONTRACT

1. DEFINITION OF TERMS
2. CONTRACTOR TO INFORM HIMSELF FULLY
3. CONTRACT, AGREEMENT AND SECURITY DEPOSIT
4. SUB-LETTING OF CONTRACT
5. PATENT RIGHTS
6. FENCING AND LIGHTING
7. POWER TO VARY OR OMIT WORKS
8. NEGLIGENCE
9. DEATH BANKRUPTCY ETC.
10. INSPECTION
11. WORK ON SITE
12. ENGINEER'S SUPERVISION
13. ENGINEER'S DECISIONS
14. REPLACEMENT OF DEFECTIVE WORK
15. DEDUCTIONS FROM CONTRACT PRICE
16. TERMS OF PAYMENT
17. CERTIFICATE OF ENGINEER
18. CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR
19. TERMINATION OF CONTRACT
20. REJECTION OF DEFECTIVE PLANT
21. TAKING OVER
22. RESPONSIBILITY OF CONTRACTOR
23. EXTENSION OF TIME FOR COMPLETION
24. DAMAGES FOR DELAY IN COMPLETION
25. TESTS ON COMPLETION
26. REGULATIONS OF LOCAL AUTHORITIES
27. ARBITRATION
28. CONTRACT
29. HEADINGS

SECTION-II

GENERAL CONDITIONS OF CONTRACTS FOR PAINTING WORK OF TOWER STRUCTURES ON LABOUR CONTRACT

1. DEFINITION OF TERMS

In construing these general conditions and the annexed specification, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction:-

(i) The 'Company' shall mean the Madhya Pradesh Power Transmission Company, Ltd., Jabalpur and include his successor in office and permitted assigns/authorized representative.

(ii) The 'Contractor' shall mean the tenderer whose tendershall be accepted by the Company and shall include the tenderer, heirs, executors, administrators, representative and assigns.

(iii) The 'sub-contractor' shall mean the person names in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the engineers and the heirs, executors, administrators, representative and assigns of such person.

(iv) The 'Engineer' shall mean the S.E. (EHT-M)Circle , MPPTCL, Pologround, Indore or such other officer as may be duly authorized and appointed in writing by the Company to act as Engineer for the purpose of the contract. In cases where no such Engineer has been so appointed, the word "Engineer" shall mean the Company or his duly authorized representatives.

(v) Plant, work or works shall mean and include plant and materials to be provided and work to be done by the contractor under the contract.

(vi) The 'contract' shall mean and include the general conditions, specification, schedules, drawings, form of tender, covering letters schedule of prices or the final general condition, any specialconditions applying the particulars contract specification, and drawings and the agreement to be entered into under clause 3 of these general conditions.

(vii) The 'Specification' shall mean the specification annexed to these general conditions and the schedules there to (if any).

(viii) The 'Site' shall mean the site of the proposed plant/line/sub-station where work is to be executed under the contract.

(ix) 'Test of Completion' shall mean such tests as prescribed by the specification to be made by the contractor before the work is taken over by the Company.

x) 'Commercial Use' shall mean that use of the work which the contract contemplates or of which it is to be commercially capable.

(xi) 'Month' shall mean calendar month.

(xii) 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.

(xiii) 'Line' shall mean transmission line.

(xiv) 'Approved' or 'To approval' shall mean as approved by or approval of the Engineer or Company

(xv) Words importing, persons shall include firms, companies, corporations, and other bodies whether incorporated or not.

(xvi) Words importing the singular only shall also include the plural and vice versa when the context requires.

2. CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the general conditions of specification, schedules and drawings. If he shall have any doubt as to the meaning of any portion of these general conditions or of the specification he shall before signing the contract set forth the particulars thereof, and submit them to the Engineer in writing, in order that such doubt may be removed.

3. CONTRACT, AGREEMENT AND SECURITY DEPOSIT:

3.1 A formal agreement shall be entered into between the contractor and the Company within 15 days from the date of issue of order for the due performance and observance of the terms and conditions of the contract.

3.2 On acceptance of offer, the successful tenderer will have to deposit the required amount of security deposit in the form of cash or in form of the pay order, demand draft or bank draft in favours of Regional Accounts Officer, MPPTCL, Indore. The amount of security deposit shall be as under:-

	Initial security	Deduction from	Total security
Deposit running bills deposit			
For the work contract	2%	8%	10%

Alternatively,

Security deposit may also be submitted in the form of bank guarantee/Banker's Cheque /Demand Draft of the amount equal to 10% of the cost of work within 28 days of contract agreement, if the bidder so desires.

3.3 The earnest money amount deposited in the form of cash or D.D. shall be retained towards initial security deposit and tenderer will have to give balance amount of initial security deposit. No interest will be allowed on cash deposit. The security deposit shall be returned to the successful tenderer only after faithful performance of terms and conditions of order and if there are no claims for recovery against the tenderer, only after expiry of the guarantee period, if any.

3.4 If successful tenderer fails to enter into formal agreement as per clause 3.1 and deposit the security deposit as per clause no. 3.2 and 3.3 within 15 days from the date of receipt of order, the MPPTCL shall have the option to cancel the contract and forfeit the earnest money deposit.

4. SUB-LETTING OF CONTRACT:

It is not expected that the work under the contract will be sub-letted. The contractor shall not, without the consent in writing of the Engineer or Company, which shall not be unreasonably withheld, assign or sub-let his contract, or any substantial part thereof, other than for minor part or for any part of the work. Contractor shall submit the information about the sub-contractor if any to whom the contractor intends to sub-contract, part of the work and extent of such work. Prior sanction of the Company shall be obtained in subletting of contract. Approval from the Company contracting/subletting part of the work shall not relieve contractor from any of his obligation or responsibility under this contract.

5. PATENT RIGHTS:

The Company has complete rights over the design and drawings of towers and foundations work and is their sole proprietor. The contractor shall not copy or use these for any purpose other than work for which the work contract is awarded to him by the Company.

6. FENCING AND LIGHTING:

The contractor shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of innocent property and of the public.

7. POWER TO VARY OR OMIT WORKS :

No alternations, amendments, omissions, additions, extensions or variations of the work (hereinafter referred to as "variations") under the contract as shown by the contract drawings on the specification shall be made by the contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the contractor to make such variations without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions, as far as applicable as though the said variations occurred in the specification. If any suggested variations would in the opinion of the contractor, if carried out prevent him fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions, the contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any occasioned by any such variations, shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the schedules of prices so far as the same may be applicable, and where the rates are not contained in the said schedules, or are not possible, they shall be settled by the Engineer and contractor jointly. But the Company shall not become liable for the payment of any charge in respect of any variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly and in cases where goods or materials are already prepared or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer.

Provided however, that no variations which involves an increase of the total price payable hereunder be more than 20 percent shall be made without the previous consent in writing of the contractor.

In any case in which the contractor has received instructions from the Engineer as to carry out the work which either then or later will, in the opinion of the contractor, involve a claim for additional payment the contractor, shall as soon as reasonably possible after the receipt of the instructions aforesaid, advise the Engineer to that effect.

8. 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 seven days notice in writing, to the contractor to make good the failure, neglect, or contravention complained of and 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, or provide any other materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackle, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the contractor over the same and the Company shall be entitled to retain and apply and 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 completed by the contractor within the completion period or extended period if any, or any failure to complete the work or neglect the work etc. noticed, Company may at its option can get the work done through some other agency at the cost and risk of the contractor or complete the balance work done departmentally and recover the expenditure so incurred from the contractor or terminate the order without any liability on company side.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor may be sold by the Company and proceeds applied towards the payment of such difference and the cost of any incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer but when all expenses cost and charges incurred in the completion of the work are paid by the contractor all such materials, tools, construction plant or other things remaining unsold shall be removed by the contractor.

9. 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, the period of the option under this clause shall be fourteen days only, provided that should be above option not be exercised, the contract may be terminated by the Company by notice in writing to the contractor, and the same power and provisions reserved to the Company in the last preceding clause on the taking 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 contractor's premises or works, and shall have the power at all reasonable times, to inspect and examine the materials and workmanship of the work during execution of work thereof for which all reasonable necessary assistance shall be rendered by the contractor without any extra commitment.

The Engineer shall on giving seven days notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of the work or workmanship the subject of any of the said grounds of objection, which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever. Such notice shall be sent to the contractor within reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer.

11. WORK ON SITE:

In case of day to day problem if faced for execution of work covered in scope of this tender free access to the site and other local problem the same would be solved by the contractor. However, the company would extend necessary co-operation/assistance in this respect. The necessary road permits required for transportation of men/material would be arranged by the contractor at his own cost.

In the execution of the work, no persons other than the contractor, or his duly appointed representatives, approved sub-contractors and workmen shall be allowed to do works on the site except by the special permission, in writing of the Engineer or his representative. The access to the works at all times shall be accorded to the Engineer and his representative and other authorized officials or representatives of the Company

Nevertheless, the contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer and afford them every facility for the executions of their several works, simultaneously with his own. The contractor shall provide all the skilled and unskilled labour necessary for the work included in the contract.

12. ENGINEER'S SUPERVISION:

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer.

13. ENGINEER'S DECISIONS:

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.

14. REPLACEMENT OF DEFECTIVE WORK:

If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work, the contractor on receiving details of such defects or deficiency shall at his own expenses execute the work within seven days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and in case the contractor shall fail to do the company may on giving the contractor seven days notice in writing of his intention so to do, proceed to remove the work provided that nothing in this clause shall be deemed to deprive the company of or effect any right under the contract which he may otherwise have in respect of such defects or deficiencies.

15. 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.

16. TERMS OF PAYMENT:

The terms of payment has been stipulated in clause 3.10 of section-III of tender specification.

17. 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 in the reasonable opinion of the Engineer in accordance with the contract, shall be issued by the engineer within reasonable time.

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.

18. CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR

No certificate of the Engineer on account, nor any sum paid on account by the Company nor any extension of time for the execution of the works by the contractor under prejudice the rights of the Company against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the work done and no certificate shall or liability in the Company to pay for alterations, amendments, variations or additional work not ordered in writing by the Engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not or of any sum against the payment of which he is bound to indemnify the Company nor shall any such certificate nor the acceptance by him of any such paid on account of otherwise affect or prejudice the rights of the contractor against the Company.

19. TERMINATION OF CONTRACT

The Company (hereinafter referred to as Owner) reserves the right to terminate the contract either in part or in full due to any of following reasons:-

- i) Non-availability of funding as expected at the time of tendering or subsequent withdrawal of funding by the financial institution(s);
- ii) Major changes in scope of work resulting possible increase of contract value by 25% or more.
- iii) The successful bidder does not take over the site and commence the work within one month from the date of award of contract.

The Owner shall in such an event give (fifteen) 15 days notice in writing to the contractor of his intention to do so. If such a termination of contract is done before commencement of work, the owner shall not be liable to pay any compensation whatsoever to the Contractor. However, in case of termination of contract after commencement of work, the Contractor shall be paid only the charges at accepted rates given in contract for actual work done and no other compensation shall be payable by the owner.

The owner also reserves the right to terminate the contract either in part or in full due to reasons mentioned under clause entitled NEGLIGENCE. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his intention to do so. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contract to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection and disposition of the Works acquired under the contract by the Owner.

In the event of such termination, after commencement of work, the Contractor shall be paid only the charges at accepted rate given in contract for actual work done and no other compensation shall be payable by the owner.

20. REJECTION OF DEFECTIVE WORK:

If the complete work or any portion thereof before it is taken over under clause of this specification be defective, or fails to fulfill the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defective work good, or later the same to make it comply with the requirements of the contract. Should he fails to do so within a reasonable time, the Company may reject and replace at

the cost of the contractor, the whole or any portion of the work as the case may be, which is defective or fails to fulfill the requirements of the contract, such replacement shall be carried out by the Company within a reasonable time, and at a reasonable price and where reasonably possible, to the same specification and under competitive conditions. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the Company of the extra cost, if any, of such replacement delivered and/or erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Company under the provisions above mentioned for such replacement and the contract price for the work so replaced and the replacement of any sum paid by the Company to the contractor in respect of such defective work should the Company not so replace the rejected plant within a reasonable time the contractor's full and extreme liability under this clause shall be satisfied by the repayment of all money paid by the Company to him in respect of such plant.

21. TAKING OVER:

The work shall be accepted and taken over when it has been satisfactorily completed in all respect Engineer shall forthwith issue a taken over certificate.

22. 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. 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 and the contractor will have to rectify the same at rate indicated in the order for carrying out such work without extension of time.

23. EXTENSION OF TIME FOR COMPLETION:

The time for completion starts from handing over of site after receipt of the order by the contractor, together with necessary information and drawings to enable the work to be put in hand. If the work delayed at any time during the term or extended terms of this contract by strikes, lockouts, fire, accident or any cause whatsoever beyond the control of the contractor a reasonable extension of time shall be granted as may be mutually agreed upon. The request for such extension should be made in writing to the Company immediately after the occurrence along with the cause of delay supported by documentary proofs. In absence of such details, the case for extension in completion period shall not be considered.

24. DAMAGES FOR DELAY IN COMPLETION:

If the contractor fails to complete the works or any part of works in the contract within the time therein specified or any extension of such time granted hereunder, then and in any such event the Company may in its discretion deduct compensation at the rate of one percent (1%) per week or part thereof on the value of the unexecuted portion of work but shall not in any case exceed 10 (ten) percent of the contract value.

25. TESTS ON COMPLETION:

Wherever possible, all tests shall be carried out in presence of the contractor's representative within one month of the completion of work. Should the results of these tests not come within the margin specified, due to defective workmanship of executed works the tests shall, if required, be repeated within one month from the date the work is ready for retests and the contractor shall repay to the Company all reasonable expenses to which it may be put by such tests.

26. 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, way leaves, approvals and permissions required in connection with the regulations and byelaws of the local or other authority which shall be applicable to the works. However the contractor shall obtain all necessary licenses/permissions as per Central/ State/ Local statutory bodies at his cost.

All works shall be executed in accordance with Indian Electricity Act-1910/ Electricity Act-2003, Indian Electricity Rules-1956/CEA (measures relating to safety and electricity supply) Regulation-2010 with any amendments or revision 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 Electricity Installation work in the region before commencing the work.

27. 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 CE(EHT-M&I), MPPTCL, Jabalpur or to any other person nominated by him in 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. The Courts of Jabalpur shall have exclusive jurisdiction in all matters of disputes.

28. CONTRACT:

The contract shall in all respects be construed and operated as a contract as defined in the Indian Contract Act, 1972 and all payments thereunder shall be made in rupees unless otherwise specified.

29. HEADINGS

The subject heading of any clause hereof shall not in any manner whatsoever, affect the interpretation of such clause.

SECTION -III

COMMERCIAL TERMS AND CONDITIONS OF PAINTING WORK ON TOWER STRUCTURES OF EHV LINES

- 3.01 Scope
- 3.02 General condition of contract
- 3.03 Price and quantities
- 3.04 Rates
- 3.05 Idling charges
- 3.06 Payment procedure
- 3.07 Completeness of tender
- 3.08 Compliance with regulations
- 3.09 Tax and duties
- 3.10 Terms of payments
- 3.11 Due Date of payments
- 3.12 Employment of labour
- 3.13 Progress report
- 3.14 Past experience and technical/financial resources
- 3.15 Responsibility for obtaining information and taking action in time
- 3.16 Permits and priorities
- 3.17 Use of private road/approach road to site
- 3.18 Material to be arranged by the Company
- 3.19 Tools & plants to be arranged by the contractor
- 3.20 Transportation of material
- 3.21 Storage of materials:
- 3.22 Departmental stores & Distribution of material
- 3.23 Insurance for transport, storage & workman
- 3.24 Extra works
- 3.25 Acceptance of offer
- 3.26 Completion period
- 3.27 Spilling of order
- 3.28 Schedule and Annexures
- 3.29 Departure from specification
- 3.30 Questionnaire
- 3.31 Check list

SECTION-III

COMMERCIAL TERMS AND CONDITIONS FOR PAINTING WORK OF TOWER STRUCTURES OF EHV LINES

3.01 SCOPE:

This specification provides for Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap to Bamniya traction line under EHT-Maint. Dn. Ratlam on labour contract basis. The work includes taking delivery of the required Red oxide and Aluminium paint from the specified stores, safe transportation of material from specified store to line location and their applications (painting). The work involves Surface cleaning of rusted steel parts of tower structures, Surface painting of tower structures with single coat of red-oxide paint and Surface painting of tower structure with single coat of aluminium paint.

3.02 THE CONDITIONS OF CONTRACT:

All works covered under this specification will be carried-out in accordance with the relevant section of the tender specification with such modification as are applicable to the respective types of works covered in the specification.

3.03 PRICES AND QUANTITIES:

3.03.01 The estimated scope of work has been indicated in Schedule-1. The rates are to be quoted for each item separately.

3.03.02 Contractor shall furnish unit rate as required in Schedule-1 (enclosed). The quoted unit price by the contractor shall include salaries of skilled, semi-skilled and un-skilled labourers, Technical staff and storekeeper, watch & ward, the cost of all the required tools and tackles and various consumable items etc. necessary to carry-out the work.

3.03.03 Contract price shall also include all traveling expenses to and from the site, allowances, living expenses, wages, salaries, overtime, benefits and all compensations for his skilled and unskilled workmen, supervisors, engineers, clerical staff, watch and ward staff, storekeepers etc. Insurance carried by contractor for his workers, workmen's compensation, third party liability and any other insurance required by the specification, cost of all licenses and permits, loading, transport and unloading of all his material, tools and tackles, instruments and construction aids to and from the site, cost of providing office, tools room, quarters, canteen, workshops and all facilities at site as may be required, under the contract and satisfactorily executing the complete work under the contract.

3.03.04. The quantity indicated in Schedule-1 are tentative only and unit rate shall apply to actual quantity measured for complete work in accordance with the specification. The contractor is entitled for payment on the basis of actual work done. In the event of reduction in scope of work than given in the order, no compensation etc. is payable by the Company.

3.04 RATES :

The quoted rates for the work covered against the above tender shall be FIRM and no increase on these rates shall be allowed under any circumstances. If contractor quotes the rates for part work the tender will not be acceptable .

3.05 IDLING CHARGES:

No idling charges shall be payable by the Company for any reason whatsoever for stoppage of work. This may please be noted.

3.06 PAYMENT PROCEDURE:

- 3.06.01 Payment will be made against bills for Rs. 50,000/- and above except for the final bill for works completed as certified by Engineer as per terms laid down in clause for terms of payment. Each category of the work shall be completed for the purpose of payment part payment will not be made even if break up rates are available for particular category of work. Hence, bill shall be preferred for completed portion of work as under: -
- i) Surface cleaning of rusted steel parts of tower structures (tonnage wise)
 - ii) Surface painting of tower structures with single coat of red-oxide paint (tonnage wise)
 - iii) Surface painting of tower structure with single coat of aluminium paint (tonnage wise)
- 3.06.02 The contractor shall under take execution of each works under items indicated in Annexure-I in different phases in sequence of the item serial no. that is first of all work at serial No. 1 shall be under taken for selected section of the line having not less than 20 nos. of towers and after carrying out it, inspections for certifying the completeness of work by concerned Executive Engineer, EHT-M. Dn. or AE in charge, work mentioned at serial No. 2 will be under taken for completion above mentioned section. Similarly after completion of work mentioned at serial No. 2 in above stated fashion in phases in particulars section of line and upon completion of inspection of concerned Engineer In Charge to certify the work execution in above section of line, the work mentioned at serial No. 3 shall be under taken in particular section. The above process shall be repeated for balance towers to complete in various section taken up in phases to complete the overall work within the time mentioned in Annexure-II.

3.07 COMPLETENESS OF TENDER:

Each section of the tender should be complete and include all associated works not specifically mentioned in the schedule/specification etc, but essential for completeness of the work. The contractor shall not be eligible for any extra charges in respect of such minor works though not specifically included in the tender or contract schedule.

3.08 COMPLIANCE WITH REGULATIONS:

Unless otherwise specified, all works shall be carried out in accordance with the Indian Electricity Act-1910/ Electricity Act-2003, Indian Electricity Rules-1956/CEA (measures relating to safety and electricity supply) Regulation-2010 with any amendments or revision thereof which may be issued during the currency of the contract and the requirement of any other Regulations and Acts in India (including local statutory bodies) Which the Company may be subjected to.

3.09 TAXES AND DUTIES:

All taxes and duties, royalties, octroi, levy etc. applicable as per statutory requirement on such contracts shall be borne by the contractor.

- (i) The deduction of Income Tax as per statutory requirement of this contract shall be made from R.A. bills.
- (ii) Every employee shall have to be enrolled for the membership of employees provident fund in accordance of the provision 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. The contractor shall be responsible for deduction towards EPF contribution from workers and remittance to EPF authorities together with an equal amount contribution by himself.
- (iii) As provision of GST Act, GST shall be applicable as per prevailing rules and rates with effect from 01.07.2017 and also as per circular No. CFO/Transco/Tax/GST-3/52 dtd. 15.07.17 issued by the CFO, MPPTCL, Jabalpur. MPPTCL would not bear any responsibility for initial payment of GST to concerned department. It would be the responsibility of the bidder to ensure payment of GST based on prevailing regulation to concerned authority within stipulated time. In case if prevailing regulations require payment of a portion of GST directly by MPPTCL, the same will be paid by MPPTCL, on the basis of amount indicated by the

contractor in the RA bill. The bidders are required to quote GST in his RA bill as per prevailing rules supported by GST registration certificate.

- (iv) The provision of GST provides anti-profiteering i.e. in case it is found that input tax credit has been availed and not passed on to MPPTCL, then the firm will be open for legal action in accordance to provision of section 171 of CGST Act-2017.
- (v) An undertaking shall be submitted by you that the firm has not opted for composition scheme under GST. As the firms covered under composition scheme can not bill GST to others.

3.10 TERMS OF PAYMENTS:

Subject to any deduction which the Company may be authorized to make under the contract, the contractor shall, as certificate of the Engineer, be entitled for payments as follows:-

- (i) 100% payment shall be made for the value of work done on receipt of invoices supported by the certificate of engineer of having done such works.
- (ii) The contractor shall be permitted to submit maximum one running bill in a month of minimum of Rs. 50,000/- and above except for the final bill.

3.11 DUE DATES OF PAYMENTS:

Payment of RA bill (s) shall be made on completion of 30 days period from the date of submission of RA Bill/invoices in the office of concerned EHT-Maintenance, Division complete in all respect (duly mentioning registration number of GST) for the amount due together with necessary documents. The RA bill(s) for an amount above 2.5 lac duly passed by concerned Regional Accounts Officer shall be forwarded by concerned Executive Engineer (EHT-Maintenance) Dn. for arranging payment. If amount of RA bill(s) is up to 2.5lac, the payment shall be made through concerned Regional Accounts Office.

However, in any case, for delay in payment the Company shall not be Liable for any interest.

3.12 EMPLOYMENT OF LABOUR:

The contractor shall employ the necessary daily wages workers on their own resources.

Payments to daily wages workers shall be made by the contractor in accordance with minimum wages prescribed by the State Govt. and ensure E.P.F. deduction according to the E.P.F. Act, 1952 with latest amendment in presence of Company's representative not below the rank of Assistant Engineer. Every employee shall have to be enrolled for membership of E.P.F. from the date of his joining i.e. deduction towards EPF or to be effected from the first day of employment. The contractor shall have to maintain paid muster roll and obtain a certificate from the Company's representative regarding minimum wages, EPF deductions and payment made in his presence. The paid muster roll shall be produced for inspection of Govt. Inspector or Company 's officer as and when called for.

3.13 PROGRESS REPORT:

3.13.01 The time and date of completion of work as stipulated in the relevant clause and accepted by the tenderer shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to. The time for completion of the works shall be reckoned from the date of handing over of site.

3.13.02 The progress reports shall be submitted by the Contractor weekly or as directed by the Company.

3.13.03 Besides above, a periodical review meeting between Contractor and Company shall be held to analyze the scheduled and actual progress, targets for the next period and to sort out bottlenecks, if required to maintain pace of the work. The Contractor will attend the above meetings along

with necessary information. Thus, material shall be issued in phased manner and commensurate with the progress of work of painting.

3.13.04 Please note that during execution of work, if it is observed that contractor is not maintaining the pace of work then the Company shall serve 15 days' notice to the contractor to make up the short-fall in progress of works. On expiry of notice period, if it is found that the short-fall has not been made up, then the Company shall have the right to terminate the contract forthwith for balance work and get the same executed at the risk and cost of the contractor through other agency/ departmentally and recover the expenditure so incurred from him.

3.14 PAST EXPERIENCE AND TECHNICAL /FINANCIAL RESOURCES:

Past experience of the tenderer for transmission lines as indicated in clause 1.06 in Section-I is absolutely essential, and will be taken into account while deciding the tender. The tenderer shall give a list of works carried-out by him in the past in relevant schedules along with documentary evidence in support of firm's turn-overs.

3.15 RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME:

Whenever any information or clarifications in respect of work have to be obtained from various authorities, the contractor shall be responsible for taking action well in time so that there are no delays on this account. The completion period offered in the tender shall be deemed to include the time taken for such incidental works. Requests for extension of the completion dates on such grounds will not be entertained.

3.16 PERMITS AND PRIORITIES:

3.16.01 Necessary permits, if any, required for the execution of the contract shall be arranged by the contractor himself. The contractor shall obtain the necessary license/ permission as per central/State/Local statutory Bodies at his cost.

3.16.02 The Company may, however, furnish to the contractor such certificates as maybe required for the necessary permits/priorities for the execution of works, if Company considers the demand justified.

3.16.03 The Company will, however, not be responsible for the delay in execution of contract, if permits/priorities are not granted in-time.

3.17 USE OF PRIVATE ROADS/APPROACH ROAD TO SITE:

3.17.01 The contractor shall obtain necessary permission for use of private/ forest/ canal service roads for transport of materials and construction personnel etc. In case of difficulty the Company will provide necessary help for the same, wherever possible under the rule. Any charges levied by the concerned authorities for use of such roads etc. shall be borne by the contractor.

3.17.02 During the painting work, if approach roads are required to be constructed for reaching the work sites for transportation of man/materials or head loading of materials for reaching site are required, the cost of construction of such approach roads/head loading any other expenses incurred in obtaining clearance/ permission shall be borne by the contractor.

3.18 MATERIALS TO BE ARRANGED BY THE COMPANY

3.18.01 Company will supply to the contractor following materials for the work to be carried out against the above tender:

MATERIALS	QTY.WITH WASTAGE
1. Red Oxide	Actual + No Extra
2. Aluminium Paint	Actual + No Extra

3.18.02 EMPTY PAINT DRUMS AND RECOVERIES FOR NON-RETURN OF THE SAME.

The Empty drums of red-oxide and aluminium paint shall be returned to site store of concerned AE, TLM at their own cost. Please note that if the tenderer does not return the same the cost of empty drums as deemed fit and reasonable (not less than Rs. 60/- each drum) will be recovered from them.

3.18.03 The contractor should render full accounts of material issued to him and return all balance materials over and above actually used on the line within reasonable time of the completion of contract to the Company's store at their own cost. However, should the necessity arise to deliver these items to contractor in excess of the permissible wastage or in case of non-return of materials above the permissible wastage, procurement cost prevailing at the time of painting (in case of non-return of materials, the cost prevailing as on the date of recovery) shall be recovered from the contractor.

3.18.04 The contractor will return all the balance materials including wastage, if any, available to the Company's store at their own cost.

3.19 TOOLS AND PLANTS TO BE ARRANGED BY THE CONTRACTOR:

The contractor shall be required to provide at his own expenses all necessary tools & plants for carrying out execution of the work i.e. surface cleaning and painting of tower structure with red-oxide and aluminium paint and refixing of anti-climbing devices, number plate and danger board which will be removed during painting. The contractor will have to arrange at own cost all tools & equipments. Similarly contractor will arrange at his cost all machinery and vehicles (light and heavy) such as Jeep, Tractors etc. The contractor shall have to arrange transportation of materials from Company's stores to work site at his cost. Vehicles for the work and transportation such as trucks, tractors and T&P required for execution shall have to be arranged by the contractor. PLEASE NOTE THAT TRUCKS, TRACTORS ETC. SHALL NOT BE GIVEN ON HIRE, UNDER ANY CIRCUMSTANCES.

3.20 TRANSPORTATION OF MATERIAL:

3.20.01 The contractor shall be responsible for loading the material, transporting them to different stores established by him or to the site of work including unloading, stacking/storing etc. without any extra charges from the Company.

3.20.02 The contractor shall be responsible for the proper handling, storage and proper maintenance of the materials received by him from the date of their receipt till the end of completion of work & taken over of the line by the Company and balance materials are duly returned to the stores.

3.21 STORAGE OF MATERIALS:

3.21.01 The contractor shall be required to set up stores at suitable place(s) along the route of the line to store the material

3.21.02 The contractor shall make arrangement to take delivery of all the materials and store them properly.

3.21.03 Yards and stores for stocking provided by the contractor shall be opened for inspection by the Company's staff as and when desired.

3.21.04 The cost of handling and storage shall be included in the quoted prices and no extra charges towards loading, transportation, unloading and storages etc. shall be payable.

3.22 DEPARTMENTAL STORES AND DISTRIBUTION OF MATERIAL:

3.22.01 The materials will be issued to the contractor from nearest transmission store/AE TLM store.

3.22.02 The contractor shall intimate the Company, the quantity which he proposes to receive from above store. This information should be submitted sufficiently in advance (at least two week) so that the materials could be arranged accordingly. In case of any difficulty in availability of materials, the matter should be referred to the order placing authority of the Company.

3.22.03 The contractor shall be responsible for the proper handling and maintenance of the materials received by him from the date of their receipt till the end of completion of work and handing over of the line to the Company.

3.23 INSURANCE FOR TRANSPORT, STORAGE & WORKMEN:

3.23.01 As per guidelines given by MP Human Rights Commission, the contractor shall have to compulsorily insure their labours/workers engaged for the work covered in the tender under PRADHAN MANTRI SURAKSHA BIMA YOJNA & PRADHAN MANTRI JEEVAN JYOTI BIMA YOJNA so that, they /their legal heirs can be benefited under this insurance scheme in case of accident, if occurs during the execution of work. The contractor shall have to produce relevant documents in respect of insurance having made to concerned EE and AE.

3.23.02 The contractor shall have to arrange insurance cover for material, when material will be issued for which cost of material shall be given by the Engineer in charge at the time of release of material. In case contractor fails to submit insurance cover, they will be solely responsible for any theft and damage to the material . All costs on account of Insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. The contractor shall cover insurance with Indian Insurance Companies only.

3.23.03 The contractor shall inspect all the material received at destination store and furnish a loss/damage report to the Company within a week of receipt of material at site and provide all required assistance to the Company's representative in this regard. In case of loss to Company due to delays in submitting the loss/damages report by contractor, the Company will be within its right to deduct such losses from the contractor's progressive payments. The contractor shall take all the necessary precautions for safe transportation of materials and for safe custody of materials during storage-cum painting. All liability arising out of loss or damage to any material or equipment, after it has been handed over to the contractor and up to the time the said material or equipment is handed over back to the Company after painting work, shall be that of the contractor. The Company shall be entitled to recover such sum from the payments due to the contractor as are required to make good the loss or damage caused during the period mentioned above.

3.23.04 Contractor shall promptly report in writing to Company all cases of accidents and damages however caused and wherever occurring during execution of the contract and shall make adequate arrangements to render all possible aids to the victims of all such accidents and damages.

3.23.05 Company shall have full power and right at his discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or the rated, as it may consider necessary or desirable and shall be entitled to recover from contractor all sums of money including the amount of damages and compensation and all legal costs charges and expenses in connection with any compromise or award which shall not be called in to question by contractor and shall be final and binding upon him.

3.23.06 Contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works completed and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

3.23.07 The Contractor shall, however, take by himself insurance policy as required under workmen's compensation act, common law or any other status enforce in respect of workers/employees of the contractors execute the works on behalf of the contractor. This will be deemed to be included in the award and contract price. The contractor shall indemnify the Company against any claims which may be made under the workmen's compensation act 1923 or any statutory modification or otherwise for or any damages or compensation payable in consequence of any

accident or injury sustained by any workman or other person(s) by amount of compensation so paid and without prejudice to the right of the Company under sub-section 12 of the said act. The Company shall be at liberty to recover such amount or any part thereof by deducting it from security deposit or from any sum due by the Company to contractor whether under contract or otherwise. The Company shall not be bound to consider any claim made against it under section 12 sub-section (i) of said act, except upon written request of contract and upon his giving the Company full security for all costs for which the Company might become liable in consequence of contesting such claims.

3.23.08 Contractor shall ensure compliance with all status, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act-1923, payment of wages Act-1948, Employees State Insurance Act, Employees Provident Fund Act, etc, and any and all statutory modifications thereof in connection with employees engaged by him or his sub-contractors in the work.

3.23.09 Contractor shall conform to the provisions of Indian Factory Rules, Indian Electricity Act and any other acts of legislature relating to the work and to the regulations and bylaws of any authority and of water, lighting and other companies and / or authorities with whose systems the Plant / Structures is proposed to be connected and shall, before making any variations from the Drawings or Specification that may be necessitated by so conforming, give to Company written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon.

3.23.10 Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-laws to be given to any authority or to any Public Officer and pay all fees that may be properly chargeable in respect of the works and lodge the receipts with Company. Obtaining all permits and licenses required thereupon is the responsibility of contractor.

3.23.11 The contractor shall be responsible for safety of his or his sub-contractors property / manpower, any loss or damage injury etc. For any reasons whatsoever, the same is not the responsibility of the Company.

3.24 EXTRA WORKS:

The rates for work not included in the schedule will be decided upon, when any necessity arises during the execution of the work, by negotiations between the Company and the contractor. The contractor shall perform the work on the terms & conditions as mutually agreed upon.

3.25 ACCEPTANCE OF OFFER:

The Company will communicate acceptance of offer to the successful tenderer through a letter of intent in mail and by registered post and this will be followed by a detailed order or formal contract which will be binding on the contractor.

3.26 COMPLETION PERIOD:

3.26.01 The entire work covered in this specification has to be completed within period as detailed in Annexure-II (instruction to the contractor) of the specification.

3.26.02 The contractor shall take over the site within seven days after completion of formalities unless notified otherwise by this office / Engineer-In-charge and complete the work as per completion schedule mentioned in Annexure-II.

3.26.03 The tenderer shall specifically guarantee completion of the work within stipulated period. The time and the date of completion of work as stipulated and accepted by the tenderer shall be deemed to be the essence of the contract.

3.26.04 The contractor shall organize the field and commence the work in full swing soon after the award of contract, so as to achieve completion of work within targeted schedule.

3.27 SPLITTING OF ORDER:

The Company reserves the right to accept all or any portion of tenders and split-up the work among more than one contractor, if company so desired looking to urgency of work.

3.28 SCHEDULES AND ANNEXURES:

- i) Annexures giving details of various items are enclosed at the end of specification. Tenderers should consult these annexures before filling the tender.
- ii) Schedules are also enclosed in the specification. Tenderers are required to go through the complete specification and consult explanatory notes, before filling in various schedules.
- iii) All the schedules shall be filled in by the tenderers and complete information shall be supplied. Incomplete schedules may take his tender liable for rejection.
- iv) The tenderer may note that the quantities indicated in Schedule-I are provisional and will vary during actual excavation of work.

3.29 DEPARTURE FROM SPECIFICATION:

No deviation/ departure from the tender specification in any respect are allowed. In questionnaire (schedule-2, item No.13), tenderer must confirm that the all terms & conditions of this tender specification are agreeable to them in toto. In case of any departure the price-bid will not be opened and will be returned unopened.

3.30 QUESTIONNAIRE:

The questionnaire (schedule-2) enclosed herewith contain a set of questions and tenderer is requested to answer each and every question clearly and without ambiguity.

3.31 CHECK LIST:

The check list in respect of various schedules etc. required to be submitted by the tenderer without which the tender will be considered incomplete and liable for rejection. The tenderer should submit all schedules duly filled-in alongwith their offer.

SECTION -IV

TECHNICAL PARTICULARS & TECHNICAL CONDITIONS

- 4.01 Scope
- 4.02 Surface cleaning / red oxide painting / aluminium painting
- 4.03 Materials
- 4.04 Quantum of work
- 4.05 Cleaning and painting of tower structure
- 4.06 Safety precaution to be observed while execution of work

SECTION - IV

TECHNICAL PARTICULARS & TECHNICAL CONDITIONS

4.01 SCOPE

The contractor is required to carry-out surface cleaning and painting of the transmission lines tower structures specified which involves surface cleaning and painting of tower structures with single coat of red oxide and Aluminium painting.

4.02 SURFACE CLEANING / RED OXIDE PAINTING / ALUMINIUM PAINTING

The rust of tower structure shall be removed by steel wire mess / chiseling / light hammering. Then rust and dust shall be removed totally from the tower structure by rubbing using jute bags. Only after inspection by concerned Engineer in Charge to his satisfaction about completion of above work the contractor shall carry out the red oxide painting work of the tower structure. Similarly after completion of red oxide painting work to concerned Engineer's entire satisfaction and then contractor shall carry out Aluminium painting work on the tower structure. It will also be ensured by the contractor that above job work in sequence shall be completed for specified section of the line containing not less than 20Nos.Towerstructures. For recording the inspection report of Engineer in Charge a register will be maintained at site by the contractor.

4.03 MATERIALS

Red Oxide, thinner & Aluminium Paint shall be supplied by the company for work.

4.04 QUANTUM OF WORK

The quantities indicated in Annexure-I are based on tentative weight of towers of the line.

4.05 CLEANING AND PAINTING OF TOWER STRUCTURE

The tower will be painted with one coat of Red oxide paint and one coat of Aluminium paint after due cleaning of rusted tower parts.

The consumption of paint for painting of towers with one coat of Red Oxide paint and Aluminium paint shall be as given below: -

- a) Red Oxide @ 4Ltrs per MT. of tower weight
- b) Aluminium Paint @ 3.5 Ltrs per MT of tower weight

The paint to be applied on tower structures shall not be thin and it should be uniformly mixed with thinner. The painting will be done through brush in such a manner that paint should be uniformly spread on all the tower parts and shall not be blusterous. No parts of the tower member shall remains unpainted except tower parts of half cross arm which accommodate live power conductors and therefore, in any case shall not painted or cleaned by the contractor. The contractor shall not allow his workmen to approach to that portion of cross arm of tower structure. Single coat Red Oxide paint will be applied first after due surface cleaning of rust. After complete drying of Red Oxide paint one coat of Aluminium paint will be applied.

4.06 **SAFETY PRECAUTION TO BE OBSERVED WHILE EXECUTION OF WORK**

The specified job work under this tender will have to be executed on tower structures body only. The tower parts of half cross arm accommodate live EHV line power conductor and its accessories and therefore contractor shall instruct their employee/labour working on tower structures to remain within tower structure body and up to safe distance of cross arm only and maintain safe distance with live EHV line power conductor as per provisions of Indian Electricity Rules-1956/CEA (measures relating to safety and electricity supply) Regulation-2010 to avoid any electrical accident. The contractor shall follow every precaution to keep their men away from live portion of cross arm of tower structure adjacent to EHV line power conductors.

ANNEXURE-I**TENDER SPECIFICATION No. TMI-02/2018-19 DATED 16.08.18**
DUE DATE 15.09.18

Sr. No.	Particulars	Unit	Quantity (Tentative)
1	Surface Cleaning of Tower Structures (LABOUR CHARGES ONLY)	MT	678.937MT
2	Single coat of Red Oxide Painting (LABOUR CHARGES ONLY)	MT	678.937MT
3	Single coat of Aluminium Painting (LABOUR CHARGES ONLY)	MT	678.937MT

NOTE:

The tentative scope of work indicated above is for surface cleaning, Red Oxide Painting, Aluminium Painting. If shut down available then full cross arm will be painted and remaining half cross arm weight will be added, otherwise only half cross arm painting will be carried out.

Details of line for which tower structures are to be painted

S.No	Name of line	No. of tower	Weight of Tower Excluding Half cross arms (in MT)
01.	132 kV Ratlam-Meghnagar line Tap to Bamniya traction line excluding railway crossing loc. No. 7 and 8	269	678.937
	TOTAL	269	678.937
	Total wt. for painting		678.937MT

INSTRUCTIONS TO THE TENDERER

(TENDER SPECIFICATION NO. TMI - 02/2018-19 DATED 16.08.18)

1	Due date of opening	:	15.09.18 at 4.00 PM
2	Scope of work	:	Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap to Bamniya traction line under EHT-Maint. Dn. Ratlam on labour contract basis.
3	Amount of earnest money (which is required to be deposited by the contractor along with tender)	:	Rs.8147/- (Rupees Eight Thousand One Hundred Forty Seven only)
4	Supply of the materials by the Company:-	:	The Red Oxide, Aluminium Paint shall be issued from nearest store of concerned AE TLM MPPTCL.
5	Completion period –	:	The entire work covered in the specification has to be completed within a period of 60 days (excluding rainy season) from the date of handingover of site.

SCHEDULE-1
PRICE SCHEDULE

Tender No. TMI-02/2018-19 dtd. 16.08.18 for Surface cleaning and Painting work of tower structures (about 678.937 MT) of 132 kV Ratlam-Meghnagar line Tap to Bamniya traction line under EHT-Maint. Dn. Ratlam on labour contract basis.

Name of the Bidder:- _____

Applicable IGST in % :- _____

Applicable CGST in % (if IGST is not applicable):- _____

Applicable SGST in % (if IGST is not applicable):- _____

S. No.	Particulars	HSN/ SAC code	Unit	Quantity	Unit Rate without taxes & duties (Considering input tax credit/rebate) (in Rs.)	Amount (in Rs.)
1	2.	3.	4.	5.	6.	7=6X5
1	Surface Cleaning of Tower Structures		MT	678.937		
2	Painting of tower structure with single coat of Red Oxide Paint		MT	678.937		
3	Painting of tower structure with Single coat of Aluminium Painting		MT	678.937		
4	Total financial commitment without taxes & duties in Rs.					

In words (Rs. _____)

Date

Place:

Signature :

Name :

Status :

Seal of the tenderer :

SCHEDULE-2

QUESTIONNAIRE

The tenderer may please note that submission of this Questionnaire duly and properly filled-in is essential. While filling in entries against the questions given below, no reference should be made to comments entered elsewhere in the tender. All queries should be answered and these answers should be complete in themselves. Please note that none of the column should be left blank and clear reply against all columns should be furnished. In case this is not done the offer will be liable for rejection.

S. No.	Particulars	Answers
1	Name and address of tenderer.	
2	Communication	Phone (O) Phone (R) Mobile FAX No.
3	(i) Whether you are State/Central Undertaking/Unit with 100% Government share.(Yes/No) (ii) If yes whether documentary evidence in support of the above has been enclosed. (In absence of documentary evidence your claim to be State/ Central Govt. Undertaking shall be ignored).	
4	What is the validity period of your offer (the offer should be valid for a minimum period of 6 months).	
5	Whether the required Earnest Money has been furnished by you (Yes/No). If yes, (i) In which form. (ii) Amount of Earnest Money furnished.	
6	Whether agreeable to penalty clause 24, section II (Yes/No)	
7	Whether agreeable to terms of payment clause 3.10, section-III(Yes/No)	
8	Please indicate validity period of 'A' class electrical contractor's license	
9	Whether any rebate has been offered (Yes/No) i) If yes, how much?	
10	Whether agreeable to the completion period as specified in Annexure-II (Yes/No)	

S. No.	Particulars	Answers
11	Whether agreeable to furnish security deposit in the form as indicated in the tender clause-3, section-II (Yes/No)	
12	Whether agreeable to FIRM prices for tendered work (Yes/No)	
13	Please refer to clause-3.29 (section-III) Whether same is acceptable to you, (please note if your answer is no, your price - bid will not be opened and will be returned unopened)	
14	Whether a list of orders executed by you enclosed with full particulars of nature of work done (Yes/No)	
15	Whether certificate of competent authority as a proof of having successfully completed orders has been furnished (Yes/No).	
16	Have you furnished photo copy of the Registration number of GST allotted to you in respect of EHV works?	
17	Have you furnished the power of attorney in respect of the person signing the tender on behalf of tender	
18	(i) Whether your firm is partnership firm (Yes/No) (ii) If so, indicate the name(s), complete address and designation of all partners	
19	Whether profit and loss account and audited financial statements of accounts (by Chartered Accountant) for the last 3 years have been furnished by you (Yes/No)	
20	Whether you agree to clause for arranging T&P and vehicles (Yes/No)	
21	Whether you agree to clause No. 3.23.01 of section-III regarding insurance of labours/workers under PRADHAN MANTRI SURAKSHA BIMA YOJNA & PRADHAN MANTRI JEEVAN JYOTI BIMA YOJNA (Yes/No).	
22	Whether photo copy of `A' class electrical contractor license (duly revalidated) has been furnished (Yes/No).	

S. No.	Particulars	Answers
23	Please clarify your stand on GST: i). Whether applicable on this tender (Yes/No) ii). If applicable, please indicate the rate and whether inclusive or exclusive:	
24	Whether check-list has been enclosed (Yes/No).	

DATE :

PLACE :

Signature :

Name :

Status :

Seal of the:

Tendering Co. /Firm:

NOTE:-(i) The tenderer may use above questionnaire sheets in original for furnishing reply along with his offer. However, if separate sheets are used for this questionnaire it may please be ensured that the serial order and language of questions is maintained.

(ii) The tenderer shall necessarily depute the authorized representative who should be present on due date and time of opening of tender. This representative should be authorized signatory of tenderer and should furnish reply on tenderer firm's letter head in case of clarification, if any, sought on the offer after tender opening, if requested. The offer shall be rejected in case the aforesaid instructions are not complied.

SCHEDULE-3A

LIST OF PAST EHV LINE WORKS

S. No.	Particulars	
1	Name of the line indicating voltage class	
2	Single/double or Single Ckt.	
3	Name and address of the order placing authority	
4	Order No. & date.	
5	Value of the order.	
6	Length of the line.	
7	Completion period.	
8	Actual completion period.(indicate month & year)	
9	Scope of the work and activities completed. Excavation & stub setting (full/part) i) Tower erection (full/part) ii) Stringing (full/part) i) Structures painting ii) Replacement of disc insulators iii) Restringing / stringing of conductor iv) Restringing / stringing of Earth wire v) Other works	
10	Total work actually executed. i) Excavation & stub setting (full/part) ii) Tower erection (full/part) iii) Stringing (full/part) vi) Structures painting vii) Replacement of disc insulators viii) Restringing / stringing of conductor ix) Restringing / stringing of Earth wire x) Other works	
11	Remarks.	

Date:

Signature :

Name :

Status :

Seal of the Tendering Co.:

Note: -

i) The list of past works executed during last three (3) years needs to be given.

ii) In case of experience as a sub-contractor reference at Sr. no.3 & 4 shall be given in respect of order placed by electricity utility on the main contractor. In bracket against these serial numbers reference of the main contractor's order on sub-contractor may be indicated and the quantum of the Sr. No: 9 shall be for the work actually ordered /executed by the sub- contractor may be indicated.

DETAILS OF EHV TRANSMISSION LINE WORKS WHICH ARE UNDER EXECUTION

SCHEDULE –3B

S N	Name of EHV 220/132kV DCSS/ DCDS line	Name of order placing authority	Order No. & Date	Contract value (Rs. in lac)	Completion period as per order	Dt. of commenc- ement of work	Provision as per order			Completed so far			Value of balance work (Rs. in lac)	Rem- arks
							Stubs setting	Tower Erection	Stringing	Stub setting	Tower Erection	Stringing		

Note: - Similar details in respect of the works (which are under execution) other than EHV transmission lines may also be furnished mentioning the value of balance works to be completed.

Date

Signature :
Name :
Status :
Seal of the tendering Co. /Firm:

SCHEDULE-4

CHECK-LIST

Sr. No.	Item	Reference	Declaration (strick-out whichever is not applicable)
1	Earnest Money Enclosed	-	Yes / No
2	Tender-form duly signed		Yes / No
3	Offer form	Schedule-1	Yes / No
4	Questionnaire enclosed duly filled-in.	Schedule-2	Yes / No
5	Tenderer`s experience/ list of past experience data enclosed.	Schedule-3A	Yes / No
6	Details of EHV transmission lines which are under execution	Schedule-3B	Yes / No

Signature :

Name :

Status :

Seal of the:

tendering Co. /Firm :