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**OFFICE OF THE SUPERINTENDING ENGINEER (T&C)
MP POWER TRANSMISSION CO. LTD.NAGDA**

Reg. office:- Block no.2,Shakti Bhawan, Rampur Jabalpur: 482008



MPPTCL NAGDA




TENDER SPECIFICATION NO.

TS-08/2018

FOR

**OPERATION & MINOR MAINTENANCE
(INCLUDING WATCH & WARD) OF 220KV SUBSTATIONS RATLAM**

LAST DATE OF SALE : 04.09.2018
LAST DATE OF SUBMISSION : 05.09.2018
up to 1.30 PM
DUE DATE OF OPENING : 05.09.2018
at 02.30 PM


SUPERINTENDING ENGINEER (T&C)
M.P. POWER TRANS. CO. LTD. NAGDA

Cost of Tender Document: 5600.00+GST+150/- (Postal charges).

**OFFICE OF THE SUPERINTENDING ENGINEER
(TESTING & COMMUNICATION)
MP POWER TRANSMISSION CO. LTD, NAGDA**

**TENDER SPECIFICATION NO. TS-08/2018
FOR OPERATION & MINOR MAINTENANCE
(INCLUDING WATCH & WARD) AT
220 KV SUBSTATIONST RATLAM**

DUE DATE OF OPENING OF TENDER: 05.09.2018 (AT 2.30 PM)



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OFFICE OF SUPERINTENDING ENGINEER (T&C)**M. P. POWER TRANSMISSION CO. LTD.NAGDA**

Reg. Office.:- BLOCK NO. 4, SHAKTI BHAWAN, RAMPUR, JABALPUR (M.P.) 482008

TENDER NOTICE

PHONE: 07366-242574

E-mail:- setnagda@yahoo.com

TENDER SPECIFICATION NO. TS-08/2018**FOR****OPERATION & MINOR MAINTENANCE (INCLUDING WATCH & WARD) AT 220 KV SUBSTATIONS RATLAM**

Sealed tenders are invited from reputed, and EPF Account Holder contractors for Operation & Minor Maintenance (including watch & ward) AT 220 KV substations RATLAM:-

Sl. No.	NAME OF SUBSTATION	DISTRICT
1	220KV S/s RATLAM	RATLAM

2. **EMD REQUIREMENT:** The EMD is to be submitted according to number of Sub-stations offered by Bidder in the prescribed form stipulated in the relevant clause in the tender. The Earnest Money amount required is **Rs. 40,000/-**.

3. **QUALIFYING REQUIREMENT OF THE BIDDER:-**

- 3.1. **'A-Class' Electrical Contractor License** - The firm/individual bidder should have 'A-Class' Electrical Contractor License issued by Chief Electrical Inspector of Govt. of MP in his own name/in the name of firm.
- 3.2. **EPF A/c Number** - The firm/individual bidder should have an EPF A/c Number in his own name/in the name of firm issued by Regional Provident Fund Commissioner.
- 3.3. **GST Registration Certificate** - The firm/individual bidder should possess a valid "GST Registration Certificate" in his own name/in the name of firm.
- 3.4. **Income Tax Returns & PAN card** - Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2015-16, 2016-17 & 2017-18] and PAN card in the name of Firm/Contractor shall have to be submitted alongwith bid.
- 3.5. **Labour License** - The firm/individual bidder should possess a valid Labour License issued by Labour Department, GoMP to engage labour in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970". In case the aforesaid license is not available an undertaking shall have to be given regarding making the same available within 15 days time on receipt of Work Order.
- 3.6. **Qualification & Experience (In case of the Firms or individual bidder/ New bidder) –**
- (a) In case of firm/ individual bidder or new bidder, participating for the first time and having no past experience in their own name and who are having no requisite qualification and experience (given hereunder) required to carry-out the entrusted job, may also offer for Operation & Maintenance work of Sub-stations subject to condition that, they will engage one "**Supervisor**" (the details of which be given in **Schedule-6**) for monitoring all

Sub-stations having following educational qualification and experience. At the same time an experienced bidder/ firm [who have executed such work previously] having no qualification/ experience as given below will also have to engage one “**Supervisor**” with following qualification/ experience:-

- (i) Degree in Electrical Engineering with at least 2 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

OR

- (ii) Diploma in Electrical Engineering with 5 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

OR

- (iii) ITI (Govt. Recognized) certificate in Electrical trade with 10 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

In case of qualified Contractor [having qualifications/ experience given in clause 3.6(i) to (iii) above], the contractor may not be required to engage Supervisor. In case of experienced & qualified Contractor, the contractor himself else his Supervisor will visit the substation once every month & shall have to prepare a joint report with Substation in-Charge.

- (b) Apart from employing appropriate Supervisor (as indicated above), the contractor shall have to engage qualified & well experienced Shift In-Charge and Shift Assistant, Security Guard etc. The details of qualification & experience of these workers is given in the Tender Document, therefore bidders are requested to go-through the Tender Document carefully.

- 3.7 Performance of the Bidder** - For old bidders, “Performance Report” of the Bidder where he has executed similar type of job shall be observed & it should be “**Satisfactory**” in respect of all earlier and running contracts. The bidder shall have to submit details of experience alongwith documentary proof of satisfactory completion of work (Satisfactory Performance Report/ Work Completion Certificate). “Red marked- Deleted in future tenders”
- 3.8 Details of ongoing works** - Bidders who have executed similar types of jobs in past shall have to give details of ongoing works in **Schedule-5**. New bidders who have no past experience shall have to specifically indicates about this in prescribed Schedule-5.
- 3.9 Order of preference for the Sub-station** - The Substation, for which contractor will be awarded contracts for Operation & Maintenance (including Watch & Ward) work of EHV Substations, shall be decided considering his past performance and financial capacity on basis of Solvency Certificate submitted by them. Bidder shall invariably have to give their order of preference (in **Schedule-7**) for the Sub-station **Solvency Certificate** - All the bidders are required to furnish valid Solvency Certificate of Scheduled Bank in prescribed format (**Schedule-8**). Solvency shall be valid for a period of 3 months from the date of opening of tender. The firm should have valid solvency of **Rs. 5.00 Lakhs per substation** including ongoing similar works.
- 4 PURCHASE/DOWNLOADING OF TENDER**: The tender documents may be purchased from the office of Superintending Engineer (T&C) MPPTCL, Nagda on payment of **Rs. 5,600/- [including GST]** + (Postal Charges of Rs. 150/-, if required by post) payable by

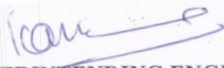
DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of "R.A.O. MPPTCL, Indore" payable at Jabalpur. The tender document is also available on MPPTCL's web site (www.mptransco.in) in a downloadable format. No fee for downloading of bid documents is required, however cost of Tender document mentioned above, i.e. **Rs. 5,600/-**, shall have to be compulsorily deposited by the Bidder, while submitting the bid. The Tender Document cost shall have to be deposited while purchasing the document in physical form in the office of Superintending Engineer (T&C) MPPTCL, Nagda (in the stipulated instrument to be drawn in favour of "R.A.O. MPPTCL, Indore" payable at Indore) **OR** the same shall have to be submitted along with tender form (in case if tender document is downloaded) failing which the offer(s) received from them will not be opened/accepted and shall be summarily rejected.

5 **DUE DATES:**

- a. Sale of documents - All working days during office working hours **up to 04.09.2018**
- b. Submission - On or before **1.30 PM** on **05.09.2018**
- c. Opening date - **2.30 PM** on **05.09.2018**

6 In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at specified timing.

7 For further details, please visit our web site, www.mptransco.


SUPERINTENDING ENGINEER (T&C)
M.P. POWER TRANS. CO. LTD. NAGDA

MP POWER TRANSMISSION CO. LTD.

TENDER SPECIFICATION NO. TS-08/2018

FOR OPERATION AND MINOR MAINTENANCE (INCLUDING WATCH & WARD) at
220 KV SUBSTATIONS RATLAM

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

Signature & Seal of issuing officer

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Power Transmission Co. Ltd. (herein after referred to as company) to test and supply the plant machinery and materials, delivery and execute and do the several works and things which are described or referred to in the enclosures and schedules to the specification No. **TS-08/2018** copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the Contractor in a thoroughly good and workmen like manner and to perform and observe the provisions and agreements or the part of the Contract contained in or reasonably to be inferred from the said Tender document for the sums and at the rates set out in schedules annexed hereto.

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

Dated this _____

Signature, Name & Seal of Bidder

SECTION-1

SPECIFICATION & SCOPE OF WORK

SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for Operation & minor Maintenance (including Watch & Ward) of EHV class Sub-stations, as per list enclosed. The details of work to be carried are as under:

1. OPERATION, MAINTAINING RECORDS & CHECKING:

- 1.1. Recording of panel meter readings at ½ **hourly** intervals and maintaining records in log book. The shift operator shall take specified reading at periodical intervals and record them in the log sheet like voltage load in Amps. Power Transformer's Temperature, tap positions, reading of 110V & 48V. Battery and battery chargers, SF6 gas pressure, Air Pressure of breaker and any other relevant data recording as specified by officers of Company from time to time.
- 1.2. Recording of reading of all the energy meters provided for the purpose of line loss/energy audit at 12.00 Hrs and 24.00 Hrs daily.
- 1.3. Recording of tripping of each breaker, relay indications, and other events occurred in the order of sequence correctly & neatly with time in hour and minutes in the log book.
- 1.4. Recording of all operations carried out daily, correctly, accurately & neatly in the log book with time in hour and minutes.
- 1.5. Recording of voltage, frequency and load in Amps of transformers & feeders at the **time of tripping** of transformer/ feeder.
- 1.6. Checking of the switch yard at regular intervals, recording & reporting of any unusual observations, defects, spark, loose bolts, nut etc. and informing the same to the concerned officer.
- 1.7. Checking and recording of the SF6 gas/air pressure, oil level of circuit breakers and leakages if any. In case of low pressure/leakages observed the same shall be reported to the Officer-in-Charge.
- 1.8. Checking & recording of oil level in the conservator, bushings and all other equipments provided with oil level indicators and also for oil leakages if any.
- 1.9. Checking & recording of usual internal noise. Any unusual sound in Power Transformer and leakage of oil if any may be intimated to concerned officer immediately.
- 1.10. Alarm bell test for annunciation at control board & trip circuit healthy may be checked in all panels.
- 1.11. Staff engaged by the contractor has to follow strictly the operating instructions given by the Officer-in-Charge to carry-out the operations like charging of circuit breakers (MOCB/ SF6/ VCB) and other equipments, renewal of fuses, issue of **permits**, shutdown/ line charging, **revision of relay settings etc.**
- 1.12. Staff shall have to observe all safety precautions and ensure safety of man, material and equipments during the contractual period. The major T&P & Safety appliances shall be provided by the Company. However, minor (T&P) required for day to day work shall be arranged by the Contractor.

- 1.13. Staff shall have to attend all emergencies that may arise during the contractual period, such as equipment failure, fire accidents and shall be responsible for all operations such as isolating the transformer and other equipment, use of fire extinguishers etc.
- 1.14. Staff shall have to attend all telephone calls and issue/ receive messages promptly and convey the same to concerned person / Officer-in-Charge. **The payment of telephone bills shall be made by the company and the amount of telephone bill will be deducted from the contractor's bill.**
- 1.15. Staff shall have to prepare daily reports in the prescribed proforma in duplicate and submit the same to the Officer-in-Charge. In addition to above, information in prescribed proforma on following points shall also be submitted to the concerned offices on regular basis:
 - i. Energy consumption of 33 KV transformer incomers.
 - ii. Energy input at EHV level.
 - iii. Energy in MWH supplied to DISCOM at 33 KV level.
 - iv. Tripping details.
 - v. Energy handled at various voltage levels.
 - vi. Feeder-wise monthly interruption & tripping statement.
 - vii. Reactive energy supplied to DISCOM at 33 KV level.
 - viii. Load flow data in transmission system.
 - ix. M.I.S. regulation (information related to power system).

2. MAINTENANCE WORK:

2.1. Control Room:

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

2.2. Switch Yard:-

Checking of fuses in marshalling box of power transformers and distribution box of station transformers, renewal of fuses if required in consultation with Officer-in-Charge.

- 2.3. Checking the condition of silica gel and recording of the same in the log book, reactivation/ replacement if required in consultation with Officer-in-Charge.
- 2.4. Checking & recording of radiator valves which should be in open position.
- 2.5. Checking healthiness of battery charger and cells of the battery set. Taking specific gravity, electrolyte level and cell voltage of pilot cell, DC earth leakage daily and all cell of battery set on weekly basis.
- 2.6. Watering of earth pits daily through available water source of Company.
- 2.7. Checking of the yards, lighting and replacement of defective bulb, tube-lights etc. The Contractor should maintain yard lighting and Control-Room lighting properly. Material such as Bulb, Tube-lights and other lighting fixtures etc shall be provided by the Company.

2.8. BATTERY SETS & BATTERY CHARGERS

- 2.8.1. Checking of battery surface joints and all connections, specific gravity and electrolyte level of the cells fortnightly.

- 2.8.2. The floating voltage of the charger across the battery should be noted at the charger end, as well as at the battery end and it should be ensured that the floating voltages is kept at 2.16 volt per cell stabilized within (+ / -) 1%.
- 2.8.3. The float charger has to be examined to check whether the same is working in 'Auto mode only which the (+ / -) 1% voltages stability across the battery can be guaranteed. If the float charger manufacturers have to be called, to set right the float charger for ensuring it's working in Auto mode.
- 2.8.4. Electrolyte specific gravities of a few chosen cells, have to be taken every day. 50% of the cells of the battery bank can be used as pilot cells for daily specific gravity measurements.
- 2.8.5. The cell containers, stands, insulators, connectors, vent plugs, terminals etc have to be cleaned every day.
- 2.8.6. In order to ensure that the full battery is available across the DC load terminals, it is necessary to Switch-off the float charger, for one-minute duration every-day, at a specific time to note the battery discharging through the load of the bus bar. This will also ensure that battery is healthy and that there is no open circuit anyway here.

3. MANPOWER FOR OPERATION WORK

- 3.1 Contractor shall provide one Shift Supervisor and one Shift Assistant in each shift (of 8 hours) round the clock at offered EHV S/s. The Shift Supervisor should have qualification of Diploma in Electrical Engineering / Electrical and Electronics Engineering or equivalent branch from a recognized Polytechnic with one year Experience in O&M of any EHV S/s. The Shift Assistant should have qualification of ITI in Electrical Trade (two year course) from Govt. Recognized Institute with 3 years Experience in O&M of any EHV S/s. The required experience certificate should have been issued by an Engineer/Officer of the rank of Executive Engineer of the power utility where the employee has worked on regular establishment or through contractor. The experience certificate issued by private contractor may be acceptable provided it is certified/ countersigned by an Engineer not below the rank of EE in the power utility, in which the person whose experience certificate is being issued has been working/ worked. In addition, the contractor shall provide two unskilled labours in "B" shift for the purpose of minor maintenance, general upkeep of substation, sweeping/ cleaning of the control & grass cutting/uprooting in switch yard etc. The unskilled labour shall carry out all the works in supervision of Shift Supervisor of "B" shift as per instructions or as directed by the in-Charge of Substations or his authorized person. Staff engaged for **Operation, Watch & Ward and General Upkeep** shall be entitled for one weekly off on any day decided by concerned Substation in-Charge.
- 3.2 Shift Supervisor shall be the Shift in-Charge and so shall be responsible for all Operational, Maintenance & Supervisory works and Shift Assistant will assist to Shift Supervisor and record the data in log sheet. The operating staff shall not leave Substation without a substitute deputed by Contractor. The contractor shall be responsible to ensure that proper arrangements of Shift Supervisor and Shift Assistant for shift duties are made and at no time the Substation be left unattended. The contractor's operating staff shall wear uniform (Grey pant & Shirt, black socks & black shoes) during duty hours compulsorily. Two sets of Torch, raincoats & Gumboots each shall be available in the control room for outdoor operations, which shall be provided by the Contractor.
- 3.3 All the operating Staffs to be engaged by the contractor for Operation & Maintenance work will have to undergo an induction training of 15 days. The training will be imparted by MPPTCL free of cost. The concerned Executive Engineer (Testing) will make all necessary arrangements for class room/ field training in the Division Office/ Testing Lab or in nearby EHV S/s. However, the cost of Transportation, salary of employees as per

minimum wages, TA/DA to the employee, cost of insurance etc. for the period shall be borne by the concerned contractor and shall not be payable by MPPTCL. The period of Training will not be counted in the contract period of 12 Months & so no payment would be made to the contractor for the above said period by MPPTCL. The employees will join for training after completion of contractual formalities by the contractor. After completion of Induction Training, the contractor will take over the S/s and depute the trained employees at respective S/s. The contractor will be responsible for the safety of the employees so deployed by him for training; hence employees shall be insured during training period in addition to contractual period as required in the main contract. He will be responsible & abide by all relevant terms stipulated in Tender/ Order for Training period also.

- 3.4 In case if the existing employees, deployed under previous contract at same location, are proposed to be deployed by the successful bidder in contract issued in the instant tender, than induction training of such shall not be required provided the Engineer-in-Charge is satisfied with their previous performance. In case employees having previous experience for O&M of other 220 KV S/s in MPPTCL, the induction training may be waved off by the concerned Engineer-In-Charge if he finds them competent to handle the work of instant tender. In this case certificate of experience/ performance issued/ countersigned by an Officer not below the rank of Executive Engineer is made available by the concerned deployed Employee/ contractor to the Engineer-In-Charge of the substation.

4. WATCH & WARD (SECURITY)

- 4.1. The contractor shall provide two unarmed uniformed Security Guard. Each in all the 3 Shift ("A", "B" & "C" shift Daily). Contractor shall be responsible for round the clock security of the equipments and other material kept within the Substation premises along with security of his own personnel. The contractor will have to engage guards through licensed security agency. The Security Guard should wear Uniform (Grey shirt & Black pant) with Cap, shoes, name plate, identification card & mono displaying "Security". The contractor should also provide sticks to unarmed guards, 2 Nos. torches, whistles & 2 Raincoats for watch & ward purpose. Guards should be of minimum 10th pass, having age not below 18 years and not above 55 years and should be healthy, physically fit and well behaved. The scope of duties of guard involves patrolling of the yard/substation premises round the clock, checking/ watching/ visitors, incoming /outgoing staff and vehicles for un-authorized entry/ exit of individuals and materials. Patrolling inside the substation will be done one by one. During patrolling by one guard the other guard will be at the main gate. A visitor's register has to be maintained by the guard as per format given by the Substation-in-Charge and will produce it to him on demand as and when required by the Substation-in-Charge. The guards will report to the concerned Substation-in-Charge regarding security issues of substation as and when required. The guards should be well behaved polite and should have clean habits and should not have any past criminal records. Persons engaged for the duty should be in concurrence with the concerned Engineer-in-Charge of the substation. The guards should not leave duty without handing over the charge to their reliever as per shift duty chart (got approved from (Substation-in-Charge) or in absence a suitable substitute deputed by the contractor. If on checking if any guard is found sleeping or non vigilant on duty then action will be taken against contractor. If any theft / malpractice are found to be occurred then total cost of theft, damage/ loss to the company may be recovered from the contractor.
- 4.2. Contractor shall be held responsible for any damage occurred due to mal-operation of equipment and shall make good the losses suffered by the Company.
- 4.3. The persons deputed as Shift in-Charge and Shift Assistants shall be well conversant with the operation of fire fighting equipments and the contractor shall keep the fire fighting

system intact and utilize whenever it is necessary. The refilling of fire extinguishers will be done by the Company whenever necessary.

- 4.4.** Operating personnel shall report to the concerned Officer-In- Charge, the important occurrences, breakdown and defects observed.
- 4.5.** The contractor shall have to ensure that no unauthorized person enters the premises. The contractor shall be responsible for any unauthorized entry of persons or unlawful act within the substation premises.
- 4.6.** The wireless and PLCC telephone communication system should entirely be utilized for Company's work only. If, it is observed that the same has been used for any other purposes, the recovery for such usage shall be made from the contractor. Any instructions / messages to the Substation shall be logged and followed strictly.
- 4.7.** The help of available operating staff has to be given by Contractor as and when required for any type of maintenance work.
- 4.8.** In case of Experienced Contractors, the Owner himself else his Supervisor will visit the substation at least once in a month & shall prepare a joint report with AE/JE posted at substation.
- 4.9.** The Shift Supervisor, present in the "B" Shift, will report daily at 9.00 AM about the important events/activities viz. Tripping, loading etc./major works taken up or happened within last 24 hrs. at his Substation to concerned Assistant/Junior Engineer."

SECTION-2

GENERAL TERMS & CONDITIONS

Envelope-4 : Price Bid:

The price bid for Ratlam substation in Schedule-4 shall be sealed & covered in separate envelopes (price bid) super-scribed with "Schedule-4 price bid for 220KV S/s Ratlam.

Envelope-5 : Outer Envelope

All four Envelopes as above shall be kept in outer envelope shall bear the following identification

" **Tender Specification No. TS-08/2018 for Operation and Minor Maintenance (including watch & ward) of EHV class 220 KV S/S**", due on 05.09.2018 1:30 PM (due date of opening).

The words "DO NOT OPEN BEFORE 05.09.2018 2:30 PM" (date of Bid opening) should also appear on it.

Further the Bidder is also required to indicate on the outer envelope following details:

"Offer may be Submitted for following Substations-

(Please write names of only those substations for which offer is submitted)

Sl. No.	NAME OF S/s	DISTRICT
1	220 KV S/S RATLAM	RATLAM

Envelope shall be prominently super-scribed with "**Tender Specification No. TS-08/2018 for Operation and Minor Maintenance (including watch & ward) of EHV class 220 KV S/S RATLAM**".

2. EARNEST MONEY

- 2.1.** The EMD is to be submitted according to number of sub stations offered by bidder. Therefore the Bidder shall deposit the Earnest Money amount @ ` **40,000/-**.
- 2.2.** The required earnest money in the proper form should be deposited by the bidders in a separate cover duly super-scribed "**Earnest money**" **alongwith tender specification No. and due date**. In case earnest money is deposited in cash, the same should be deposited with the Regional Accounts Officer MPPTCL, Jabalpur in which case the bidders should submit the money receipt in the office of the SUPERINTENDING ENGINEER (T&C), M.P. Power Trans. Co. Ltd, Nagda prior to the due date and time of tender opening. **The amount of earnest money required to be deposited as per Section-2.1**. Accordingly, Bidders have to furnish EMD for number of substations offered by them. The details of earnest money shall be indicated in **Schedule-1** and be kept in the same **Envelope-1** of earnest money (**Part-I**).
- 2.3.** The Bidders are permitted to quote for any number of *Substations from the list as per qualifying criteria and required to pay earnest money, as indicated in Clause No. 2.1. The price bids in Schedule-4 for substation shall be sealed & covered in separate envelop super-scribed with "Schedule-4 so on as the case may be. The individual price bids shall be put in Envelope-4*. Bidders shall invariably mention their order of preference in **Schedule-7 in Envelope-1**. In case the contractor fails to indicate the preference in his original offer, selection of preference of Substations shall be at the sole discretion of the MPPTCL authority.

- 2.4.** The earnest money can be deposited in one of the following forms only:

2.4.1. (i) Works in which total EMD amount (for the number of Substations participated by bidder) is less than` 2.00 Lakhs.

(a) In cash, which may be deposited with the Regional Accounts Officer MPPTCL, INDORE. It should however be carefully noted that Earnest Money Deposit more than Rs. 2.00 Lakhs in cash, shall not be accepted in any case.

OR

(b) By Bank Draft/Banker's cheque payable at Jabalpur which shall be drawn in favour of Regional Accounts Officer MPPTCL, INDORE.

2.4.2. In case of Bank Guarantee, the same should be issued by any of the Nationalized/ Scheduled Bank [other than Punjab National Bank] **strictly as per company's (MPPTCL) proforma enclosed.** The Bank Guarantee shall have to be kept valid for a period of at least 15 months which shall be extended suitably, if required by MPPTCL. It may please be noted that tender application accompanied with Bank Guarantee issued by Punjab National Bank shall not be entertained and summarily rejected.

2.4.3. **No offer will be accepted without Earnest Money Deposit.** If on opening of tender, it is revealed that EMD amount is inadequate or any other discrepancy is noticed, the tender shall be rejected and returned to the bidder."

2.5. It may please be noted that in no case whatsoever the condition of submitting the earnest money, will be waived or relaxed.

2.6. Tender covers will not be opened if on opening of the earnest money cover, it is revealed that the same is not furnished in proper form and in such cases, the tender covers will be returned un-opened.

2.6.1. In case, earnest money is deposited in cash with the Regional Accounts Officer, MPPTCL, INDORE the original money receipt be submitted in separate sealed cover on/or before due date of submission and specified time. In absence of original money receipt the EMD amount shall be treated as inadequate or not submitted alongwith bid and in such case the tender shall be rejected and returned to the bidder."

2.7. In case of non-receipt or delay in receipt of earnest money due to any reason or if the bidder fails to super-scribe on the envelope containing the tender, the details of earnest money deposited by him, the Company shall not accept any responsibility and the offer received shall be rejected.

2.8. If the bidder obtains the earnest money, bank draft etc prior to the due date but submits the same after the specified time, his tender will not be eligible for consideration even if the earnest money, bank draft etc has been delayed in post. Furnishing of bank draft number & date will not be considered adequate. It will therefore be observed that both earnest money as-well-as tender should be submitted before the specified time, otherwise tender will not be considered.

2.9. The offer shall be valid for a period of **Ninety Days** from the date of opening of price bids. The Company reserves the rights to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the "Letter of Intent" placed by the Company within the validity period. The earnest money deposit (EMD) will be refunded to the unsuccessful bidders.

3. **QUALIFYING REQUIREMENT OF THE BIDDER:-**

- 3.1. **'A-Class' Electrical Contractor License** - The firm/individual bidder should have 'A-Class' Electrical Contractor License issued by Chief Electrical Inspector of Govt. of MP in his own name/in the name of firm.
- 3.2. **EPF A/c Number** - The firm/individual bidder should have an EPF A/c Number in his own name/in the name of firm issued by Regional Provident Fund Commissioner.
- 3.3. **GST Registration Certificate** - The firm/individual bidder should possess a valid "Service Tax Registration Certificate" in his own name/in the name of firm.
- 3.4. **Income Tax Returns & PAN card** - Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2015-16, 2016-17 & 2017-18] and PAN card in the name of Firm/Contractor shall have to be submitted alongwith bid.
- 3.5. **Labour License** - The firm/individual bidder should possess a valid Labour License issued by Labour Department, GoMP to engage labour in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970". In case the aforesaid license is not available an undertaking shall have to be given regarding making the same available within 15 days time on receipt of Work Order.
- 3.6. **Qualification & Experience (In case of the Firms or individual bidder/ New bidder) –**

(a) In case of firm/ individual bidder or new bidder, participating for the first time and having no past experience in their own name and who are having no requisite qualification and experience (given hereunder) required to carry-out the entrusted job, may also offer for Operation & Maintenance work of Sub-stations subject to condition that, they will engage one "**Supervisor**" (the details of which be given in **Schedule-6**) for monitoring all Sub-stations having following educational qualification and experience. At the same time an experienced bidder/ firm [who have executed such work previously] having no qualification/ experience as given below will also have to engage one "**Supervisor**" with following qualification/ experience:-

(i) Degree in Electrical Engineering with at least 2 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

OR

(ii) Diploma in Electrical Engineering with 5 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

OR

(iii) ITI (Govt. Recognized) certificate in Electrical trade with 10 years experience in the Operation & maintenance of EHV grade Sub-stations of erstwhile MPSEB/ MPPTCL or Govt./ Public Undertaking-Power Utility. However, such bidder should have all other qualifying criteria as indicated in Para No. 3.1 to 3.5 above.

However in case of experienced & qualified Contractors the Owner himself else his Supervisor will visit the substation once every month & shall have to prepare a joint report with Substation in-Charge.

(b) Apart from employing appropriate Supervisor (as indicated above), the contractor shall have to engage qualified & well experienced Shift In-Charge and Shift Assistant, Security Guard etc. The details of qualification & experience of these workers is given in the Tender Document, therefore bidders are requested to go-through the Tender Document carefully.

- 3.7. **Performance of the Bidder** - For old bidders in MPPTCL, "Performance Report" of the Bidder where he has executed similar type of job shall be observed & it should be "**Satisfactory**" in respect of all earlier and running contracts. The bidder shall have to submit details of experience alongwith documentary proof of satisfactory completion of work (Satisfactory Performance Report/ Work Completion Certificate).
- 3.8. **Details of ongoing works** - Bidders who have executed similar types of jobs in past shall have to give details of ongoing works in **Schedule-5**. New bidders who have no past experience shall have to specifically indicate about this in prescribed Schedule-5.
- 3.9. **Order of preference for the Sub-station** - The Substation, for which contractor will be awarded contracts for Operation & Maintenance (including Watch & Ward) work of EHV Substations, shall be decided considering his past performance and financial capacity on basis of Solvency Certificate submitted by them. Bidder shall invariably have to give their order of preference (in **Schedule-7**) for the Sub-station for which they have submitted their bids.
- 3.10. **Solvency Certificate** - All the bidders are required to furnish valid Solvency Certificate of Scheduled Bank in prescribed format (**Schedule-8**). Solvency shall be valid for a period of 3 months from the date of opening of tender. The firm should have valid solvency of **Rs. 5.00 Lakhs** including ongoing similar works.
- 3.11. While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, purchaser will also take in to account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.
- 3.12. The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender.

4. TENDER PROCEDURE:-

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

Part - I Earnest Money (Envelope-1):

It shall contain Tender cost, EMD, **Schedule-1**, Tender form (in original/downloaded form) duly signed and **Schedule-7**. It shall invariably include related information on EMD as desired in the specification.

Part - II

(i) Qualifying Requirements (Envelope-2):

This part shall comprise all the documents relating to qualifying requirements and **Schedule-2, Schedule-5 & Schedule-6**. It shall invariably include related information as desired in the specification.

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

Part - III Price Bid (Envelope-4):

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

- 4.2 The Part-I & II of the tender shall be opened on due date as indicated in the tender notice in the chronological order. If Part-I "Earnest Money" & tender cost is found in order (adequate & in proper form), Part-II "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened. The Part-III "Price Bid" of such of

the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on the date & time which shall be intimated to all the participants separately. Price bid of the Bidders who do not qualify minimum qualifying requirements as per clause-3 and terms & conditions of specification shall be returned un-opened. The discretion in this respect shall entirely be with the Company (MPPTCL) and binding on all the bidders.

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

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

- 4.4 In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at the specified timings.
- 4.5 The bidder or his authorized representative (having documentary evidence for such representation) should be present at the time of opening of the bids, if they desire so. The proprietor or representative must carry proper ID cards and authorization letter (as the case may be) with their signature attested by authorized signatory of the firm/bidder.
- 4.6 The amount paid for purchasing of the tender document shall not be refunded under any circumstances whatsoever may be the reason.
- 4.7 The tenders of those bidders, who have neither purchased tender document nor submitted tender cost, shall not be considered.
- 4.8 Corrections/ changes made in the offer (bid) by the bidder shall bear the signature of the person signing the tender.

5 **MODIFICATION & WITHDRAWAL OF BIDS:**

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

6 **RATES:**

- 6.1 In “**Price Schedule**” **Schedule-4**, Part-A, the Labour cost {Min. wages, EPF & ESIC (if applicable) on wages at prevailing rates} for various categories involved for complete scope of work for respective Sub-station have been indicated. The Labour charges indicated in **Part-A** of **Schedule-4** are based on minimum wages declared by Labour Commissioner Govt. MP as on Dtd. **01.04.2018** for various categories. The cost mentioned in this part shall be revised on revision of the minimum wages by Labour Department Govt. of MP from time to time.
- 6.2 The bidders are required to quote their rates for **Service Charges only in the Part-B** of respective “Price Schedule” Schedule-4 in percentage. The percentage to be quoted by

the bidder should be up to one decimal digit. Any other digit will not be considered. The amount quoted by the bidder being a percentage of labour cost will also vary in accordance with variation in minimum labour cost during the currency of the contract.

6.3 The Service Charges shall include all the expenditures other than labour cost viz. insurance under Workman's Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc., various incidentals, overheads, administrative and supervision charges/ expenses etc. involved in the bidding and execution of the work as per scope of the tender, obtaining Insurance of his employees, for obtaining all required licenses/ permissions/ registration from appropriate Govt for executing the contract and charges and also the profit of the contractor. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 shall be payable to the L-1 bidder after successful award of contract. For obtaining the payment of total labour cost indicated in Part-A of the price schedule, the successful bidder shall have to submit proofs/ evidences regarding the payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the minimum wages the labour cost and Service Charges shall be revised accordingly on the basis of revised minimum wages and as per calculation.

7 DATE OF RECEIPT & OPENING OF TENDER:

7.1 Tender along with earnest money comprising Part-I, II & III kept in big envelope superscribed with tender no. & details in all envelopes etc. shall reach to the O/o SE (T&C), MPPTCL, NAGDA on or before schedule date & time.

7.2 It is the responsibility of the bidders to ensure that the tender complete in all respect alongwith the earnest money are delivered in the above office before the specified time. Any bid received after the due date of submission prescribed in Tender-Notice due to any reason whatsoever including postal delay shall be rejected and returned unopened to the Bidder.

7.3 Part- I & II of the tender shall be opened in the O/o SE (T&C), MPPTCL, Nagda on schedule date & time

7.4 The Part-III "Price Bid" of such of the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on a date & time which shall be intimated to all the participants separately.

8 EVALUATION :

8.1 The evaluation of lowest bidder will be done on the basis of the total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4.

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

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

- 8.2.2** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (8.2.1) above.
- 8.2.3** The correction made above will be binding on the bidders and deemed to be accepted by him.
- 8.2.4** In case of any ambiguity in the quoted rates MPPTCL, may interpret to its benefit. MPPTCL, also reserves its right to correct as given above or to reject such ambiguous/absurd offers without giving any reasons whatsoever.

4.10. Methodology to decide successful bidder in case of “TIE” rates - *In case it is found that there are more than one L-1 bidder for one or more than one work/substation, then selection of bidder shall be made as per the following methodology in sequential way:*

- Option (i)** *Taking discount percentage from all L-1 bidders in sealed envelopes. However, the final percentage arrived after discount shall in no case be less than the minimum percentage specified in the tender.*
- Option (ii)** *If no result is found in adopting Option (i), then by allotment on the basis of mutual consent.*
- Option (iii)** *If no result is found in adopting Option (i) and (ii), then the allotment of works by Lottery System.*
- Option (iv)** *Any other alternate depending upon the circumstance.*

- 8.3** *The decision in this regard will be taken by MPPTCL as per circumstances encountered at the time of finalization of tender.*
- 8.4** *The Successful Bidder, after receipt of order of the work, shall have to submit the permission of Chief Electrical inspector and Chief Engineer (Electrical Safety) Govt. of M.P. in order to carry out operation and maintenance (Including Watch and Ward) work of 220KV Substation Ratlam under Testing Dn. MPPTCL Ratlam.*

9 SUB-LETTING OF CONTRACT:

The work under the contract may not be sublet. The contractor shall not assign or sublet his contract or any part thereof to other agency unless specified.

10 NEGLIGENCE:

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

In case work is not performed by the contractor to the satisfaction of Engineer-in-Charge, the contract may be terminated & may take action pursuant to Clause-21, 26, 28.5 & 33 of Section-2 of this Tender Document (which-ever is applicable).

11 DEATH OR BANKRUPTCY OF CONTRACTOR-

In case, the contractor dies or commits 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 the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Company but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works provided that should the above option not been exercised, the contract may be terminated by the Company by notice in writing to the contractor and the power and provisions reserved to the Company on the taking over of the work out of the contractor's hands shall immediately become operative.

12 INSPECTION:

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

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

13 ENGINEER-IN-CHARGE's DECISION:

In respect of all matters which are left to the decision of the Engineer-in-Charge including the granting of or with-holding of certificates, the Engineer-in-Charge 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-in-Charge shall be subject to the right of arbitration reserved by these general conditions.

14 CONTRACTOR'S REPRESENTATIVE AND WORKMEN:

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

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

15 LIABILITY FOR ACCIDENTS AND DAMAGES:

The contractor shall be entirely responsible for all loss, damage or depreciation of sub-station equipment/any other material etc. caused due to their negligence during the contractual period, including extension period (if, any).

The contractor shall, during the execution of the work, properly protect the substation from all damages which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto. The accidents and injuries/ damages occasioned by the acts or omission of the contractor or his workmen and all losses and damages to the substation arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-in-Charge. The contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but not otherwise. The contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

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

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

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

16 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 as per law or otherwise from the contractor as an arrear of land revenue.

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 reasonable in the opinion of the Engineer in accordance with the contract, shall be issued within seven days if possible or within such time of the application for the same as is reasonably necessary for communication with the site.

18 RESPONSIBILITY OF CONTRACTOR (SECURITY AGENCY):

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

19 REGULATIONS OF LOCAL AUTHORITIES:

The Contractor shall through-out the continuance of the contract and in respect of all matters arising in the performance thereof comply all notices issued by Company (MPPTCL) & other Govt. authorities/ entity and obtain consents, approvals and permissions required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works.

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

20 ABANDONMENT OF CONTRACT:

Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for what-so-ever reasons, contractor wishes to discontinue the Operation & Maintenance (including Watch & Ward) of the Substations given to him, he must give a 30 (thirty) days notice to the Engineer-in-Charge conveying his intention. Engineer-in-Charge within 21 (twenty one) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. The contractor only after receipt of acceptance of notice shall discontinue Operation & Maintenance (including Watch & Ward) of the substation from the date of expiry of notice period. In such case action as per tender Clause No. 19, 21, 26, 28.5 & 33 of Section-2 (which-ever may be applicable), of this Tender Document shall be taken.

21 TERMINATION OF CONTRACT:

[i] In the event of breach of any of the terms of the order **or in the event of default in any other running contract of MPPTCL** by the contractor, the MPPTCL reserves the right to:-

- a. Cancel the contract without any liability on MPPTCL's side by giving 10 days notice to the contractor.

- b. Forfeit the security deposit i.e. 10% of the value of contract.
- c. Recover Penalty equal to one month charge.
- d. MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
- e. In the event of termination contract on the basis of un- satisfactory performance or any other reason, firm may also be debarred for appropriate period from the future business in the MPPTCL. The termination of the contract may precede or follow the debarment of the firm. However in interest of MPPTCL if the work is required to be continued, contract may not be terminated.

[ii] Notwithstanding above, the Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 30 days notice without any liability on MPPTCL's side.

22 ARBITRATION:

If at any time any question, dispute or difference what-so-ever 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 Chief Engineer (T&C), MPPTCL, Jabalpur or to any other person nominated by him on his behalf and his decision in writing shall be final and binding on the contractor / Engineer and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. Upon every or any such reference, the cost of an incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and shall direct by whom and in what manner the same shall be borne and paid.

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

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

23 PAYMENT:-

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

The contractor shall submit the bill on monthly basis in triplicate to the concerned Executive Engineer for arranging payment. The payment shall be made by concerned Regional Accounts Unit.

24 TAXES & DUTIES:

- 24.1 The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.
- 24.2 The payment/ deduction of various taxes duties shall be made as per prevailing rules and statutory requirement of this contract as given hereunder:-

[a] As per prevailing rule 100% GST at prevailing rates shall be payable by MPPTCL to the contractor if the GST is claimed in the Invoice/ Bill submitted by the contractor exactly in the format of MPPTCL with GST number. The responsibility of timely payment of GST shall lie on the contractor. In case of any changes in relevant GST/ Service Tax rules & rates the same shall be payable within contractual obligation period at prevailing rate and as per rule.

The deduction of income tax as per statutory requirement of this contract shall be made at the rate/ as per prevailing rule from bills to be submitted by the firm.

25 DISPUTES:-

- a) Manpower engaged by the contractor shall **NOT** have any legal right for engaging them in regular establishment of MPSEB/ MPPTCL during the contract or on expiry of contract. Further, such Operating Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.
- b) Contractor will have to execute an "Indemnity Bond" on Non-Judicial Stamp Paper of as per prevailing State Govt. Rules & rates duly giving an undertaking, thereby to indemnify in case of any loss to the Company resulting from their fault.
- c) Any disputes or differences arising out of this agreement shall be decided by Courts situated in the district where concerned T&C Circle H.Q. is located. No suit or other legal proceedings shall be instituted elsewhere.

26 PERFORMANCE:-

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

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

In case explanation furnished by the Contractor is not found to be tenable, then he will be liable for imposition of 2nd penalty to the extent of deduction of 50% of his total Monthly charges. In case of 2nd warning, MPPTCL, on receipt of explanation from the Contractor reserves the right to get the reasons for non-performance as also reasons furnished by the Contractor, examined by a Committee of three Senior Officers. **Concerned SE shall initiate the proposal to form a Committee.**

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

27 RIGHT TO REJECT OFFERS:-

Company reserves the right to reject any or all the bids received, without assigning any reasons what-so-ever and in the best interest of the organization Company, reserves the right to award the contract as it deems fit.

28 CONTRACT AGREEMENT, SECURITY DEPOSIT & INDEMNITY BOND:-

28.1 A formal agreement shall be entered on non judicial stamp paper (Stamp Duty as per prevailing State Govt. Rules & rates) between the contractor and M.P.P.T.C.L. within **10 days from the date of intimation, given by Engineer-in-Charge to take-over the substation**, for the due performance and observance of the terms and conditions of the contract for the entire contractual period.

28.2 As indicated above the successful bidder shall have to immediately take over the Substation/assigned work, after executing formal agreement and Indemnity Bond or as per instructions given by Engineer/ Officer-in-Charge of the Substation. Please note that if the Substation/assigned work is not taken over by the successful bidder then it will be treated as serious violation of the instructions and an attempt to hamper the services of Company and therefore such bidders shall not be considered eligible for participation in future tenders.

28.3 The successful bidders will be required to furnish security deposit @ 10% of value of contract. Out of which he/she will have to deposit @ 5% of the value of contract **in the form of "Pay Order or Demand Draft or Banker's Cheque** drawn in favour of Regional Account Officer MPPTCL **within 10 days from the date of intimation given by Engineer-in-Charge to take over the substation** (i.e. at the time of completion of contractual formalities). Remaining 5% security deposit shall be deducted in 12 equal installments from monthly bills of the contractor. The security deposit shall be returned to the successful bidders only after expiry of contractual period on faithful performance of the terms/condition of the order, after verifying the liabilities on satisfactory completion of contract and verification of deposition of EPF with concerned EPF authority and if there is no claim for recovery against the contractor. No interest will be payable on the security deposit.

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

28.5 The successful bidder will also submit an Indemnity Bond towards the safe custody of substation premises including various equipments, material, building etc. The proforma of Indemnity Bond would be furnished along with the order.

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

29 COMMENCEMENT, CONTRACTUAL PERIOD & EXTENSION ORDER:-

29.1 The initial contractual period of contract will be **one year w.e.f.** the date of taking over of the sub-station premises by the successful bidder after completing all contractual formalities as mentioned above. The date of taking over of Substation

shall be intimated by Engineer-in-Charge. Contractors are bound to take-over the Substation on or before the date given by Engineer-in-Charge.

- 29.2 If the performance of the successful bidder is found satisfactory then extension orders may be issued on year to year basis till completion of five years on the same, terms & conditions. In case of exigency or any other constraint, the period of contract can be further extended for six months beyond five years. The acceptance of extension is mandatory on the part of a bidder for him to be eligible in this tender, therefore no deviation [non-acceptance of extension] shall be considered, and the bid with such deviation shall be rejected.

30 INSURANCE :

- 30.1 The contractor shall, at all times during the tenure of this contract at his own expense, shall arrange insurance of the employees engaged by him from any of IRDA approved General Insurance Companies against, all liabilities under the Workman's Compensation Act in case of death or bodily injury, payable to any worker and damage to property of the third persons. In addition the contractor shall ensure his employees for additional Insurance under "Pradhan Mantri Jeevan Suraksha Yojna" & "Pradhan Mantri Jeevan Jyoti Yojna". Apart from this, insurance under ESIC is also mandatory if applicable to the area.
- 30.2 During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the company the receipt of such payment within seven days after the same shall have become due.

31 IMPLEMENTATION OF EMPLOYEE'S PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952 -

The provisions on Employees Provident Fund & Miscellaneous Provisions Act- 1952 are applicable in respect of employees engaged by the contractor. The following instructions are to be followed for statutory compliance of proper implementation of the EPF Act :-

- 31.1 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time. It is mandatory for the contractor to get allotted unique ID & passwords to each employees engaged by him on the work as per recent guidelines of EPF organization in this regard.
- 31.2 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-Charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.
- 31.3 The contractor shall be responsible for payment of wages to each worker employed by him/her as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance.

32 SUBMISSION OF DOCUMENTS ALONGWITH BILLS BY THE CONTRACTOR:

- 32.1 The contractor shall submit bills on monthly basis timely i.e.in first week of following month positively. It is mandatory on the part of contractor to furnish the following documents to the concerned EE (Testing) Division alongwith his first bill, who will verify the same and pass the same for payment:

- 32.1.1** List of employees (giving name and qualification) engaged by the contractor.
- 32.1.2** Attendance sheet of staff on duty during the month, verified by authorized representative of EE.
- 32.1.3** A copy of insurance policy covering all liabilities under the Workman's Compensation Act and if applicable ESIC payment and registration in ESIC showing the name of each employee.
- 32.1.4** Proof showing enrollment/registration of each employee in Pradhan Mantri Bima Suraksha Yojna & Pradhan Mantri Jeevan Jyoti Yojna. In case the Banker of the concerned employee declines to issue aforesaid insurance scheme then concerned EE may grant exemption from submission of this document on the basis of letter from bank/undertaking from the contractor. In such case the concerned E.E. will have to make separate correspondence with the Bank for issuing aforesaid insurances to the employees. E.E will have to ensure that other insurances as required as per contract have been taken
- 32.2** With first bill, the contractor is not required to submit any proofs/documents other than mentioned above, while for subsequent bills following documents in addition to proofs/documents mentioned above (if felt necessary by EE) would be required mandatorily.
- 32.2.1** Details of payment made to the staff and Proof (copy of Bank Account Statement of each employee) showing receipt of payment at the prevailing minimum wages for preceding month.
- 32.2.2** Documentary evidence of remittance of employees and self EPF contribution to EPF authority on monthly basis. The contractor shall submit photocopy of the Bank challan if deposited through bank (showing payment of EPF for preceding months in respect of all the employees made by him to EPF authorities as per. EPF Act) with monthly bill. However, original challan shall be submitted to concern Executive Engineer for verification. The concerned Executive Engineer shall verify photocopy with original and put a Mark as verified on the original challan accordingly along with signature/seal and return the same to the contractor. In addition to this, copy of ECR showing payment of EPF contribution for previous month may also be submitted to the Division office along with the bill.
- 32.3** The last and final bill should accompany all the proofs/ documents as indicated above. The contractor will have to make the payment to staff on prevailing minimum wages while the bills shall be passed on the basis of order rates however, he may claim the difference subsequently after revision of the order.
- 33 PENALTY**
- 33.1** In case of absence of any deployed employee, the contractor shall make arrangement of equivalent substitute for such absence period with concurrence of concerned EE (Testing). In case of failure to arrange suitable substitute, a penalty @ Rs. 200/- [with GST extra] per shift per employee shall be imposed in addition to deduction of minimum wages for such period. If any employee is not found suitable for the work, the contractor will have to replace the employee with suitable one, agreeable to concerned EE (Testing). In case of failure to depute suitable replacement, the work may not be carried out through such unsuitable employee and penalty/deduction shall be imposed/ affected as discussed earlier.
- 33.2** In case substation is found unattended (i.e. none of the operating staff of the contractor is present in the substation), then 20% of a monthly charge shall be recovered [with GST extra] as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited.
- 33.3** In case substation is found unattended (i.e. none of guards of the contractor is present in the substation), then 20% of a monthly charge shall be recovered [with GST extra] as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited.

33.4 It may please be noted that the deployed employee shall not be allowed to do any work other than stipulated in the tender. In case, in unfortunate event if the employee meets an accident while carrying out unauthorized work, the responsibility for same shall lie on the contractor. In case of any such accident, the contractor shall be liable to compensate the deceased or his family for Rs. 5 Lakhs in case of bodily injury resulting in disability [subject to change time to time as per relevant rules] or Rs. 10 Lakhs in case of death of the employee [subject to change time to time as per relevant rules]

34 **DUTY HOURS & WEEKLY OFF:**

The hours of work for the labourer/staff employed by the contractor shall be normally 8 hours (shift Hrs.) Each employee shall be allowed one weekly off as per "Shift Rota" therefore it is the responsibility of the contractor to arrange for reliever timely. The daily and weekly hours of work and over-time work will be regulated in accordance with the provisions of the Minimum Wages Act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the Engineer-in-Charge may allow for extended working hrs.

SECTION-3

SPECIAL TERMS & CONDITIONS

Section-3

SPECIAL TERMS AND CONDITIONS

- 1.1** The manpower to be engaged by the contractor for Operation & minor Maintenance work (including Watch & Ward) to be personally introduced to the EE, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, EE may ask the contractor to arrange police verification report. The persons approved by the EE will not be changed without permission of EE i.e. the removal/ deployment of persons will be done with consent of the EE. The authorization chart of staff engaged by the contractor for duty is to be displayed in the control room duly approved by EE & signed by contractor & his staff.
- The contractor will have to engage adequate number of qualified & experienced manpower as per tender specification for the work of Operation & minor Maintenance work (including Watch & Ward) commensurate with the technical nature and quantum of work. If staff employed at any stage is not found qualified, approved & adequate and that the contractor has not taken due action to employ the required staff in-spite of notice given to him in writing by the EE, the later shall have power to recover from any payment due to the contractor by way of penalty a sum equal to the estimated salary of the staff so less employed. The contractor's operating staff shall wear uniform during duty hours compulsorily.
- 1.2** The hours of work for the labourer/ staff employed by the contractor shall conform to the hours fixed as per Factory Act. Each employee shall be allowed one weekly off as per "Shift Rota" therefore it is the responsibility of the contractor to arrange for reliever timely. The daily and weekly hours of work and over-time work will be regulated in accordance with the provisions of the Minimum Wages Act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the Engineer in-Charge may allow for extended working hrs.
- 1.3** Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.4** The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-Charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.
- 1.5** The contractor shall be responsible for payment of wages to each worker employed by him as contract labour, in accordance with the provisions of the law.
- 1.6** The payment of minimum wages at prevailing rates has to be ensured by contractor through **Account Payee Cheque/ DD or by credit to worker's Bank Account by ECS only**. In any of the aforementioned cases where payment is credited to worker's bank account, necessary evidence (Statement of Account of the employee) shall be submitted by the contractor. **Cash payment is not permitted**. In case of default, action as per Law may be taken against the contractor.
- 3.1** The payment of minimum wages to the staff shall be made on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance. The contractor will have to submit proofs regarding payment

of statutory obligations [Minimum Wages, EPF, ESIC etc.] timely to concerned AE/ EE , otherwise the same may be taken for evaluating the performance.

- 1.7** In case the contractor fails to make payment of wages/ remittance of E.P.F. contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor, to the E.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debt payable by the contractor.
- 1.8** The Contractor shall obtain necessary license and competency certificate from the Electrical Inspectorate to handle the Sub-station equipment to the workers employed by him.
- 1.9** The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engage with any of the IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.
- 1.10** During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 1.11** In every case in which by virtue of the provision of Section 12, Subsection (i) of the Workmen's Compensation Act 1923 the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Company under section 12 subsection (ii) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company to the contractor whether this contract or otherwise. Company shall not be bound to contest any claim made against it under section 12, sub- section (i) of the said act, except on the written request of the contractor and upon his having given to the Company full security for all costs for which the Company might become liable in consequence of contesting such claim.
- 1.12** At the time of taking over of the EHV substation by the contractor, a list of each and every equipment, spares & fixtures etc. will be prepared jointly by the contractor and Engineer-in-Charge of Company and same shall be signed by both the parties. The date of commencement of contract shall be reckoned from date of handing over of EHV substation.
- 1.13** The EHV equipments and control room building having been handed over to contractor and other things connected there with shall remain at the risk and sole charge of the contractor till completion of contract period and till completion certificate has been obtained from Engineer in-Charge. Until such delivery of the EHV substation, the contractor shall at his own cost take all precautions necessary to keep all the equipments, material, building and other things connected there with from any loss or damage and in the event of the same or any part there of being lost or damage, he shall forthwith reinstate and make good such loss or damage at his own cost.
- 1.14** On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages

from any sums due or which may become due to the contractor by Company or otherwise howsoever.

- 1.15 No child labour should be employed by the Contractor.
- 1.16 The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the contractor and in such cases, the expenditure shall be recovered from the Contractor. The Contractor shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.
- 1.17 The Contractor shall not issue any "Line Clear Permit" without consent of the Company's officials. However, the shift personnel should give "Line Clear Permit" with consent of MPPTCL officer in the proper format whenever it is requisitioned by proper authority duly following all precautions for isolating the circuit such as tripping of the Breaker and opening of the Isolator and earthing of terminal equipments etc.
- 1.18 The period of the Contract shall be of **12 months** from the date of handing over of site. The Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 30 days notice without any liability on MPPTCL's side.
- 1.19 The concerned Superintending Engineer will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Contractor.
- 1.20 All works in substation under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection of the SE/ EE/ AE and his subordinates.
- 1.21 The materials like transformer oil, silica gel, SF6 Gas will be supplied by the Company without any extra cost. Available furniture will be issued to the Contractor without any extra cost.
- 1.22 Transport of staff will be arranged by the Contractor at his cost.
- 1.23 Printed stationery such as Log Sheet permit book etc. will be provided by the Company. Unprinted stationery will have to be arranged by the Contractor.
- 1.24 In case of any theft Contractor shall lodge the complaint with Police Department. However, contractor should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.
- 1.25 Control room building or any part of substation will not be allowed to contractor's staff for accommodation purpose. If found so, 10% of a monthly service charge may be recovered for each such default. However, allotment of residential quarters (if available) on minimum requirement basis, may be considered by MPPTCL, on payment of license fee and/or rental charges, other charges as per prevailing rules & electricity charges as per actual.

Schedule-2**SCHEDULE OF QUALIFYING REQUIREMENTS**
(TO BE KEPT IN ENVELOPE-2)

1	Whether a copy of "A" Class Electrical Contractor certificate issued by Govt. of M.P. is enclosed.	Yes / No
2	Whether a copy of Registration of EPF Code No. in the Name of Bidder/ Firm is enclosed.	Yes / No
3	Whether copy of Certificate of GST Registration No. in the Name of Bidder/ Firm is enclosed under Composite OR Non Composite Scheme [Please choose any one & quote the percentage	Yes / No
4	Whether a copy of valid license issued by Labour Department, GoMP to engage in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970".	Yes / No
5	Whether copy of PAN in the Name of Bidder/ Firm is enclosed.	Yes / No
6	Whether experience certificate for Operation & maintenance (including watch & ward) work of EHV Sub-station of the firm, is enclosed.	Yes / No
7	Whether proof of educational qualification, experience certificate & consent of the personnel (Supervisor) employed by the firm are enclosed.	Yes / No
8	Whether copy of Income Tax Returns for last 3 Income Tax Assessment years [i.e. 2015-16, 2016-17 & 2017-18] are enclosed	Yes / No
9	Whether valid Solvency certificate issued by a Scheduled Bank in prescribed format (Schedule-8) is enclosed	Yes / No
10	Whether a copy of details of ongoing works is enclosed	Yes / No

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

Place: _____

Date : _____

Signature,
Name & Seal of Bidder/ Tenderer

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

1	Whether the offer is valid for 90 days from the date of opening of price bid.	Yes / No
2	Please confirm that the quoted service charges are as per Clause 24 of Section-2 of tender specification. (Please note that price variation in quoted service charges shall not be applicable during contractual period & on account of addition/alteration of equipments & bays). However variation in "Basic Labour cost and service charge" shall be payable as per the clause mentioned above, on variation of minimum wages.	Yes / No
3	Please confirm that Service Tax is chargeable Extra at prevailing rates & rules.	Yes / No
4	Whether MPPTCL's Terms of Payment as per Clause No. 21 of Section-2 is agreeable. If no, please state conditions.	Yes / No
5	Whether agreeable to furnish Security Deposit @ 10% of ordered value for satisfactory execution of the order for entire contractual completion period (as per Clause No. 28.2 Section-2).	Yes / No
6	Please confirm that adequate, qualified & trained manpower shall be deployed by you.	Yes / No
7	Do you AGREE to our condition for deployment of staff, payment, etc. stipulated in this tender specification. Deviation if any may please be indicated here.	Yes / No
8	Please confirm whether you have noted our specific condition under Clause No. 7 of Section-II that no subletting of contract would be permitted under this Tender Specification unless specified.	Yes / No
9	Please confirm that the rates offered by you are not associated with any binding condition such as Advance Payment , exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc.	Yes / No
10	Whether you are agreeable all the terms & conditions stipulated in this Tender, if no, please clarify the same in Schedule of Departure/Deviation (Schedule-9).	Yes / No
11	Whether you are agreeable to completion period of 12 months against initial order and further extensions based on performance on year to year basis till completion of five years & further by six months in case of exigencies on the same, terms & conditions as per Clause 29, Section-2 of the Tender.	Yes / No

Note:

- (i) Strike out, whichever is not applicable.
- (ii) Separate sheets should be used, wherever necessary.
- (iii) The bidder is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the bidder.
- (iv) Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.
- (v) If Answer of Sr.No.10 is :- 1) **YES**: Please mention the same in Schedule of Departure/Deviation (**Schedule-9**).
2) **NO**: No Deviation should be mentioned clearly in (**Schedule-9**).
- (vi) Acceptance of extension at S/No. 11 of above Table is mandatory otherwise bid is liable for rejection.

Place : _____

Date : _____

Signature,

Name & Seal of Bidder/Tenderer

Schedule-4

SCHEDULE OF RATE FOR OPERATION & MINOR MAINTENANCE
(including Watch & Ward) of **RATLAM 220 KV S/s,**
(Price Bid)

PART- A : YEARLY VARIABLE LABOUR COST

Based On Minimum Wages w. e. f. 01.04.2018

(As per Labour Commissioner, Indore Letter No.1/11/A/V/2015/11492.741 dtd. 28.03.2018)

S/N	Description	Total Amount (in Rs.)
1	YEARLY WAGES OF LABOUR	
	(a) YEARLY WAGES OF SUPER SKILLED CATEGORY (Shift Supervisor) for providing one Shift Supervisor (each in all the 3 shifts of 8 hrs. each) including salary of reliever i.e. 365 days x 3 Labours = 1095 Man days (@ Rs. 418/- per manday)	4,57,710.00
	(b) YEARLY WAGES OF SKILLED CATEGORY (Shift Assistant) for providing one Shift Assistants (each in all the 3 shifts of 8 hrs. each) including salary of reliever i.e. 365 days x 3 Labours = 1095 Man days in a year @ Rs. 360/- per manday	4,02,960.00
	(c) YEARLY WAGES OF UN-SKILLED CATEGORY (Security Guards) for providing 2 Un-armed Security Guards round the clock (2 each in all the 3 shifts of 8 hrs. each) including salary of reliever i.e. 365 days x 6 Labours = 2190 Man days@ Rs. 282.00 per man day	6,17,580.00
	(d) YEARLY WAGES OF UN-SKILLED CATEGORY (Cleaning & Upkeep) Labour Charges for providing 2 Un-skilled labours in a month without reliever i.e. 26 x 2 = 52 man days in a month or 52 mandays x 12 months = 624 man days in one year @ Rs.282/- per manday	1,75,968.00
2	TOTAL YEARLY LABOUR CHARGES (WAGES) 1 [(a)+(b)]	16,54,218.00
3	EPF contribution (@13.00%) on Sr. No. 2	215048.34
4	ESIC contribution (@ 4.75%) on Sr. No. 2	78575.35
5	Total (in Rs.) (A)	19,47,842.00

PART- B : YEARLY SERVICE CHARGES TO BE QUOTED BY THE BIDDER

S/N	Particulars	Total Yearly amount (Part-A)	Percentage of amount in column 3 in one digit of decimal.
2	<u>YEARLY SERVICE CHARGES</u> [Variable]	19,47,842.00 % (in digits) (in words)

GST Extra @% on PART-A & PART-B both.

Evaluation of relative position of Bid – The evaluation of relative position of bidder i.e. L-1, L-2 & L-3 shall be decided on the basis of total cost of contract including GST [i.e. Part A+ Part B + Rates of Quoted GST]

- Note-**
- The Service Charges to be quoted by the bidders, should not be less than 5% of the amount mentioned in Column (3) as above, otherwise bid will be rejected. Further same can be quoted up-to one decimal place only
 - Please note that percentage quoted in the second digit of decimal will not be taken in to consideration. Accordingly if one bidder quotes say 5.11% and another bidder quotes 5.19% then both bidders will be considered to have quoted 5.1% and will be treated as equal for the purpose of comparison and also award of contract.
 - GST extra at prevailing rates on A and B, Rate to be filled in appropriate space by the bidder **mandatorily..**

Signature
Name & Seal of Bidder/Tenderer

Schedule-5**DETAILS OF ONGOING WORKS WITH THE FIRM**

(TO BE KEPT IN ENVELOPE-3)

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

(Signature, Name & seal of the Bidder)

Schedule-6

Details of Supervisor proposed to be engaged for Operation & Maintenance (including watch & ward) works of 220kv Substation Ratlam.

(If the bidder is not having requisite qualification and experience as stated in Para 3.5, then he shall also have to ensure that suitable person/ supervisor must be employed by him. The details of which must be given in this Schedule.)

(TO BE KEPT IN ENVELOPE - 2)

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

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

(Signature, Name & seal of the Bidder)

Schedule- 7

Name of the Bank
Address of the Bank

SOLVENCY CERTIFICATE
(To be kept in envelope-2)

No

Dated:

“This is to certify that to the best of our knowledge and information (Name & Address of Customer) is a Customer of our Bank, is respectable and can be considered as solvent up to a sum of `..... (` only). It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly as guarantor or otherwise. This certificate is issued at specific request of (name of customer).

This certificate shall be valid for one year from the date of issue.

FOR, (Name of the Bank)

AUTHORIZED SIGNATORY

Name :

Signature Code:

Reference No. :

Date:

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Schedule-8

SCHEDULE OF DEPARTURE / DEVIATION FROM SPECIFICATION (To be kept in envelope-3)

We have carefully gone through the Technical specification. We have satisfied ourselves and hereby confirm that our bid conforms strictly to the requirements of technical specification except for the deviations, which are given below:

Sl. No.	Descriptions & Clause No. of the specification & page number	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation.
1	2	3	4	5

Signature of Bidder :
Name & Seal of bidder :

Annexure-I**Instructions to the Tenderer
(Against Tender Specification No. TS-08/2018)**

1	Last Date of sale of tender -	04.09.2018
2	Due Date of Submission -	05.09.2018 upto 1:30 PM
3	Due Date of Opening -	05.09.2018 at 2.30 PM
4	Scope of work -	Operation & Minor Maintenance (including watch & ward) of 220 KV Sub-stations Ratlam.
5	Amount of earnest money -	The earnest Money is required to be submitted according to No. of S/s offered. Therefore the Bidder shall deposit the Earnest Money amount
6	List of documents (Xerox copy) to be submitted	
	<ol style="list-style-type: none"> 1. "A" Class Electrical License. 2. GST Registration No. 3. EPF No. 4. Labour Act License (issued by GoMP Labour Deptt.) 5. Proof of past experience. 6. Details of earnest money (Schedule-1). 7. Schedule of qualifying requirement (Schedule-2). 8. Schedule of Questionnaire (Schedule-3). 9. Schedule of Rate (Price Bid) (Schedule-4). 10. Details of ongoing works with the firm (Schedule-5). 11. Details in respect of Supervisor for (new bidder) (Schedule-6). 12. Valid Solvency certificate issued by scheduled bank in prescribed format (Schedule-7) 13. Income Tax Return for last three years & PAN Card. 14. Work Completion Certificate document. 15. Tender document complete duly signed by Bidder. 	
	Cost of Tender document	
7	<p>PURCHASE/ DOWNLOADING OF TENDER : The tender documents may be purchased from the O/o SE (T&C) NAGDA on payment of ` 5,600/- [including GST] + (Postal Charges of `150/- if required by post) payable by DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of R.A.O. MPPTCL, INDORE. The tender document is available on MPPTCL's web site in a downloadable format. No fee for downloading of bid documents is required, however cost of Tender document mentioned above, i.e. ` 5,600/- shall be compulsorily deposited by the firm/ Bidder, while submitting the bid. It is obligatory for the bidders to purchase tender document or tender document cost is to be submitted along with tender form (in case if tender document is downloaded) otherwise offer(s) received from them will not be opened/accepted.</p>	

Annexure-II

Proforma for Earnest Money Bank Guarantee

(To be executed on non-judicial stamp paper of value as per Govt. Rule affixing revenue stamp worth Rs. 1/-)

..... **Bank's Name and Address of Issuing Branch or Office**

Beneficiary: SUPERINTENDING ENGINEER (T&C) Madhya Pradesh Power Transmission Company Limited, NAGDA.

Bank Guarantee No date Amount Rs.

We have been informed that name of the Bidder..... (hereinafter called "the Bidder") has submitted to you its offer dated (hereinafter called "the offer") for operation & minor maintenance (including watch & ward) of 220 kV substation Ratlam under Tender Specification No. TS-08/2018.

Furthermore, we understand that, according to your conditions, offers must be supported by an EMD Bank guarantee.

At the request of the Bidder, we**name of Bank**..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of**amount in figures**..... (**amount in words**.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the tender conditions, because the Bidder:

(a) has withdrawn its offer during the period of validity specified by the Bidder in his offer; or

(b) having been notified of the acceptance of its offer by the Purchaser during the period of validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Tender Specification No. **TS- 08/2018.**

(C) Having been notified of the acceptance of its offer by the purchase during the period of validity, (i) fails or refuses to execute the contract Agreement, or (ii) fails or refuses to furnish the performance Security, in accordance with the Tender Specification No. **TS- 08/2018.**

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) Fifteen months from date of opening of Bidder's offer.

Consequently, any demand for payment under this guarantee our must be received by us at the office on or before that date.

.....**Bank's seal and authorized signature(s)**.....

Note: All italicized text is for use in preparing this form and shall be deleted from the final document.