

☎:07574 – 255488

OFFICE OF THE EXECUTIVE ENGINEER
(TESTING DIVISION)
MP POWER TRANSMISSION CO. LTD. RASULIA, HOSHANGABAD
Regd Office:- Block no.2,Shakti Bhawan , Rampur Jabalpur: 482008



TENDER SPECIFICATION NO. TS-131 / 2018

ANNUAL CONTRACT FOR MAINTAINING GRASS FREE AREA BY REMOVAL OF GRASS
SHRUBS & BUSHES ETC. AT 132 KV S/S MPPTCL SEMRIHARCHAND UNDER TESTING
DIVISION MPPTCL HOSHANGABAD.

LAST DATE OF SALE (UP TO) 17.09.2018 (ON ALL WORKING DAYS/HRS.)

LAST DATE OF SUBMISSION : 18.09.2018 UPTO 15:00 HRS

DUE DATE OF OPENING : 18.09.2018 AT 16.00 HRS

EXECUTIVE ENGINEER
(TESTING DIVISION)
MP POWER TRANSMISSION CO. LTD. HOSHANGABAD

Price: **Rs.560/- (including GST) + 150/-** (Postal charges, If required by post).

**OFFICE OF THE EXECUTIVE ENGINEER
(TESTING DIVISION)
M.P. POWER TRANSMISSION CO. LTD. HOSHANGABAD**

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**M.P.POWER TRANSMISSION COMPANY LIMITED:
TESTING DIVISION
RASULIA, HOSHANGABAD
Regd Office:- Block no.2,Shakti Bhavan , Rampur Jabalpur: 482008**

TENDER NOTICE

PHONE: 07574-255488

Sealed tenders are invited against Tender Specification No.TS-131/2018

ANNUAL CONTRACT FOR MAINTAINING GRASS FREE AREA BY REMOVAL OF GRASS
SHRUBS & BUSHES ETC. AT 132 KV S/S MPPTCL SEMRIHARCHAND UNDER TESTING
DIVISION MPPTCL HOSHANGABAD.

COST OF TENDER DOCUMENTS: Rs. 560/- (including GST) + Postal Charges Rs. 150/-

For one set of tender. If required by post.

QUALIFYING REQUIREMENTS:

(i) A bidder should have PAN number, GST Registration, in the name of firm/ proprietor from competent authority and adequate experience of above work in MPPTCL or any other Govt/Semi-Govt/Govt-undertaking/Organisation/Corporations/Companies etc.

(ii) The company reserves the right to ignore such offers having record of inadequate financial capacity or large unexecuted past works or where unjustified and substantial delay occurred in execution of past works.

(iii) While deciding award of contract against any tender apart from the prices quoted and compliance to terms and conditions of the tender specifications, MPPTCL will also take into 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.

PURCHASE OF TENDER DOCUMENTS:

The tender documents can be obtained from the office of the undersigned on payment by sending DEMAND DRAFT/Banker's Cheque only drawn in favour of **R.A.O, MPPTCL, BHOPAL**, payable at Bhopal. The tender documents shall be issued on any working day during office hours up to **17.09.2018** (last date of sale). It is obligatory for the bidders to purchase tender specification otherwise offer(s) received from them will not be opened / accepted.

TENDER RECEIPT AND OPENING: The offers against above tender should reach this office not later than **15:00 HRS on 18.09.2018** which shall be opened on the same day at **16.00 HRS**.

SAVE ELECTRICITY

**EXECUTIVE ENGINEER
(TESTING DIVISION)
MPPTCL : HOSHANGABAD**

TENDER FORM

TENDER SPECIFICATION NO.TS-131/2018

ANNUAL CONTRACT FOR MAINTAINING GRASS FREE AREA BY REMOVAL OF GRASS
SHRUBS & BUSHES ETC. AT 132 KV S/S MPPTCL SEMRIHARCHAND UNDER TESTING
DIVISION MPPTCL HOSHANGABAD.

Tender document Sl. No. _____ TS-108 / 2018 _____

Issued to Mr. _____

Cost of Tender document Rs. 560.00 Only -----

Received vide DD/BC No. _____ Dt. _____

Drawn on Bank _____

**Signature & Seal of
Issuing officer.**

**MADHYA PRADESH POWER TRANSMISSION CO. LTD.
HOSHANGABAD M.P. (INDIA)**

Regd Office:- Block no.2, Shakti Bhavan , Rampur Jabalpur: 482008

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the **M.P. POWER TRANSMISSION COMPANY LIMITED (hereinafter referred to as 'Company')** to test and supply the plant, machinery and materials, deliver and execute and do the several works and things which are described or referred to in the enclosures and schedules to the specification copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the Contractor in a thoroughly good and workman like manner and to perform and observe the provisions and agreements or the part of the Contract contained in or reasonably to be inferred from the said tender documents for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that (i) Questionnaire for Commercial terms and conditions (ii) Questionnaire for technical specification of equipments/ material and (iii) All other conditions- wherever described in the tender document have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous, the Company will have the right to take the same to be advantageous for the Company. Company's decision in this regard will be final. The tenderer will have no right to furnish any technical or commercial clarifications after opening of the bid, which may in any way alter the offered prices.

Signed this -----day of -----2018.

**Bidders Signature
with Seal of the Company:
Bidders Address:**

(Note: This form must be returned at the time of submitting tender form duly signed on each page of tender documents).

TENDER CONDITIONS & INSTRUCTIONS TO TENDERER

SECTION-I

Clause No.	TITLE
1.03	Earnest Money
1.04	Tender Procedure
1.05	Qualifying Requirements
1.20	Due date for receipt and opening of tender.

SECTION-I

"TENDER CONDITIONS AND INSTRUCTIONS TO TENDERERS"

1.01 Tender complete with all prescribed particulars, schedules and tender forms duly filled- in, enclosed in sealed cover and addressed to the Executive Engineer (Testing Division) , M.P. Power Transmission Company Ltd, Hoshangabad - 461001 shall be delivered in this office on or before the due date and within specified timings as per the tender notice.

1.02 The tender should be submitted in four envelopes as under :-

- Envelope-1** : Earnest Money (Part-I)
shall be kept in this envelope
- Envelope-2** : Qualifying requirement (Part-II)
Details relating to qualifying requirement along with **Schedule-2** shall be kept in this envelope.
- Envelope-3** : Technical & Commercial conditions (Part-III)
shall be kept in this envelope.
- Envelope-4** : Price-bid (Part-IV)
Schedule-3 shall be kept in this envelope.

These envelopes shall further be placed in a separate cover. The tender cover and each envelope shall be prominently super scribed as "Tender Specification **No. TS-131 / 2018**
ANNUAL CONTRACT FOR MAINTAINING GRASS FREE AREA BY REMOVAL OF GRASS
SHRUBS & BUSHES ETC. AT 132 KV S/S MPPTCL SEMRIHARCHAND UNDER TESTING
DIVISION MPPTCL HOSHANGABAD.

1.03 EARNEST MONEY

The Bidder shall deposit the Earnest Money of **Rs. 7000/-(Rs. Seven Thousand only)**.

1.03.1 The required earnest money in the proper form should be deposited by the bidders in a separate cover (envelope-1) duly super scribed "Earnest money against Tender enquiry specification **TS-131/2018** due on **"18.09.2018."**

1.03.2 The earnest money can be deposited in following forms only:
(a) By Bank Draft/Banker's cheque payable at Bhopal which shall be drawn in favour of **Regional Accounts Officer, MPPTCL, Bhopal**

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

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

1.03.4 Price bid 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 enquiry covers will be returned un-opened.

1.03.5 If, Earnest money amount is not submitted or the same is in- adequate than the required for corresponding value of the offer, the offer shall be summarily rejected and shall not be read out.

1.03.6 If the bidder obtains the earnest money, bank draft etc. prior to the due date but submits the same after the specified time, his offer will not be eligible for consideration even if the earnest money, bank draft etc. has been delayed in post. The furnishing of bank draft No. &

date will not be considered adequate. It will therefore be observed that both earnest money as-well-as offers should be submitted before the specified time, otherwise offer will not be considered.

1.03.7 The offer shall be valid for a period of **Five Months** from the date of opening. The Company reserves the rights to forfeit the earnest money in case offer is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period. The earnest money deposit will be refunded to the unsuccessful bidders.

1.04 TENDER PROCEDURE :

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

- Part-I Earnest Money
(Envelope-I)
- Part-II Qualifying Requirement
(Envelope-II)
- Part-III Technical & Commercial Conditions.
(Envelope-III)

It should contain tender form and shall comprise all sections except schedule-3 (schedule of quoted rate) and will invariably include information as sought in the specification.

Part-IV Price Bid - This part shall comprise the schedule of quoted price '**Schedule-3**' and any other relevant information which the tenderer may deem fit and may affect the financial commitment.

The Part-I, II and III of the tender shall be opened on due date (indicated in the tender notice) in the chronological order. If Part-I "Earnest Money" is found satisfactory, Part-II "Qualifying Requirement" of the tender shall be opened. If part-II "Qualifying Requirement" is found satisfactory, Part-III "Technical & Commercial Conditions" of the tender shall be opened. However, in case of any dispute regarding Part-II, if instantaneous decision can not be taken, Part-III of the tender shall be provisionally opened on the same day. Consequent upon the final decision in this regard, the Part-IV 'Price bid' of such of the tenderers as found technically acceptable and who accept all our commercial terms & conditions as per the tender, shall be opened on a date & time which shall be intimated to all the participants separately. Price-bid of the tenderers who do not qualify terms & conditions in regard to experience shall be returned unopened. The opening date of the tender could, however, be extended at the discretion of the Company and will be duly notified to the concerned. The discretion in this respect shall entirely be with the Company and binding on all the tenderers.

1.05 QUALIFYING REQUIREMENT :

1.05.01 The tenders are invited from reputed parties only having adequate experience in the arresting oil leakage in Transformer & Reactors by applying cold welding compound epoxy putty, should have financial and technical resources and infrastructure backed with qualified agencies to execute the work properly and expeditiously within specified time frame. The evidence shall consist of written details of capacities and present commitments (excluding the work under this specification) of the Bidder and shall be mentioned in **Schedule-2** (Details of past experience work).

1.05.02 (i) A bidder should have PAN number, Goods & GST Registration No in the name of firm / proprietor from competent authority and adequate experience of above work in MPPTCL or any other Govt / Semi – Govt / Govt - undertaking/Organisation/Corporations/Companies... etc.

1.05.03 The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past works or where unjustified and substantial delay has already occurred in execution of past works.

1.05.04 While deciding award of contract against any tender apart from the prices quoted and compliance to terms and conditions of the tender specifications, MPPTCL will also take into 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.

1.05.05 The experience of the bidder, who has worked as a sub-contractor to the main contractor will also be considered provided the experience certificate is issued by the ordering authority/ supervising authority of the competent level (under whose jurisdiction the work had been carried out) of the power utility of the main contractor. The certificate from the main contractor or copy of the order placed on the main contractor will not be considered. This may please be specifically noted. **It is reiterated that experience certificate in respect of sub-contractor shall be valid only if the same is issued by the order placing authority/ supervising authority of power utility for whom the work had been executed.**

1.05.06 The bidder shall submit the required details in Part-II of the tender in respect of the above requirement with the documentary evidence. The bidder shall indicate clearly order-wise list of works completed with quantum of each type of work done so far. If against some order, work is yet to be completed the present position of work shall be indicated. **This may please be noted that bidders who do not submit the photo copies of orders executed by them in past (in support of past experience) may not be considered.**

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

In any case, the tender form bearing the seal of this office should be filled in and submitted in original. The tender should be complete with all schedules attached to the specification including the questionnaire etc.

1.07 The tenderer is requested to go through the specification, schedules, notes and all enclosures carefully. Doubts, if any, should be got clarified well in time by writing to the Executive Engineer (Testing Division), MPPTCL, Hoshangabad. Responsibility of submitting the tender in time shall rest with the bidders.

1.08 The Company reserves the right to the following:

- (i) To reject any or all tenders or to accept any tender considered advantageous to the Company whether it is the lowest tender or not and
- (ii) To split the quantities against the tender on more than one form for the same items/works. No reasons will be assigned by the Company for above and it will be binding on the bidders.

1.09 Tender will not be considered unless it is accompanied by the income tax payment certificate in the form prescribed for the purpose by the Income Tax Deptt.

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

1.11 When tenders are delivered by special messenger, they should be deposited in the tender box kept in the Office of the Executive Engineer (Testing Division), MPPTCL, Hoshangabad on working days. Nobody is authorized to receive or grant receipt for tender delivered by hand.

1.12 Telegraphic offers will not be considered. Tender received after specified hours and date will not be considered and will be returned unopened.

1.13 The Company will not be responsible for the postal delay in delivery of the tender.

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

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

1.16 The tender of those tenderers who have not purchased tender specification shall not be considered.

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

1.18 Correction/ changes made in the offer (bid) by the bidder shall bear the initial of the person signing the tender.

1.19 MODIFICATION & WITHDRAWAL OF BIDS:

1.19.1 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.

1.19.2 No bid may be withdrawn in the interval between the dead line for submission of bids and the expiration of period of bid validity specified. Withdrawal of bid during this interval shall result in the forfeiture of bidder's Earnest Money.

1.20 DUE DATE FOR RECEIPT AND OPENING OF TENDER :

(i) Tender and earnest money shall reach the O/o EE (Testing Division) , MPPTCL, Hoshangabad on or before **15:00 HRS** on specified date of tender opening.

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

(ii) The tenders will be opened in the O/o EE (Testing Division) , MPPTCL, Hoshangabad at **16:00 HRS** on specified date.

1.21 The quantities indicated in **Schedule-3 (Prices & quantities)** are tentative and may vary during actual execution of works or while placing detailed order. While submitting their offer, the tenderer shall take note of the same.

1.22 As per the requirement, the Company may reduce or increase the quantum of work as the case may be. Additional works, if required, shall have to be executed on accepted rates, terms & conditions at the same location.

1.23 The offer made for part of individual work will not be accepted and rejected summarily.

SECTION-II

GENERAL CONDITIONS OF CONTRACT

CONTENTS:

Clause No.	Name of the Clause
2.01	DEFINITION OF TERMS
2.02	CONTRACTOR TO INFORM HIMSELF FULLY
2.03	CONTRACT, AGREEMENT AND SECURITY DEPOSIT
2.04	NEGLIGENCE
2.05	DEATH, BANKRUPTCY ETC.
2.06	INSPECTION
2.07	WORK ON SITE
2.08	ENGINEERS SUPERVISION
2.09	ENGINEER'S DECISION
2.10	CONTRACTOR'S REPRESENTATIVE AND WORKMEN
2.11	LIABILITY FOR ACCIDENTS AND DAMAGE
2.12	REPLACEMENT OF DEFECTIVE WORK
2.13	DEDUCTIONS FROM CONTRACT PRICE
2.14	CERTIFICATE OF ENGINEER
2.15	CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR
2.16	RESPONSIBILITY OF CONTRACTOR
2.17	RESPONSIBILITY FOR PROPER HANDLING OF EQUIPS.
2.18	EXTENSION OF TIME FOR COMPLETION
2.19	DAMAGES FOR DELAY IN COMPLETION
2.20	TESTS ON COMPLETION
2.21	REJECTION OF DEFECTIVE PLANT
2.22	TAKING OVER
2.23	REGULATIONS OF LOCAL AUTHORITIES
2.24	ARBITRATION
2.25	CONTRACT
2.26	HEADINGS

GENERAL CONDITIONS OF CONTRACT

2.01 DEFINITION OF TERMS:

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

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

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

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

(iv) The 'Engineer' shall mean the Executive Engineer, Madhya Pradesh Power Transmission Company Ltd. or such other officer as may be duly authorized and appointed in writing by the Company to act as Engineer for the purpose of the contract. In cases where no such Engineer has been so appointed, the work "Engineer" shall mean the Company or his duly authorized representatives.

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

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

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

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

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

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

(xi) 'Month' shall mean calendar month.

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

(xiii) 'EHV Sub-station' shall mean Extra High voltage sub-station.

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

(xv) 'Contract price' shall mean, if there is a formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the 'contract'.

(xvi) 'Date of Contract' shall mean the calendar date on which the Company and Contractor have signed the 'Contract Agreement'. The period of completion of the project shall be counted from the date on which project site is handed over to the contractor.

(xvii) 'Contract period' shall mean the period during which the 'Contract' shall be executed as agreed between the contractor and Company in the 'Contract Agreement'. The contract shall be counted from the date on which the project site is given to contractor by 'Engineer' for commencement of work.

(xviii) 'Performance tests' shall mean such tests as are prescribed in the 'Specification' to be carried out by the contractor before the material is taken over by the Company.

(xix) 'Minor Modification' shall mean the modification work required to be done on the 'material as per requirement of work site.

(xx) 'Major Modification' shall mean the modification work required to be done only after written consent of "Engineer-in Charge" and the contractor/firm

(xxi) 'Drawings' shall mean all :-

(a) Drawings furnished by the COMPANY as a basis for proposals.

(b) Supplementary drawings furnished by the COMPANY to clarify and to define in greater details the intent of the 'Contract'.

(c) Drawings submitted by the CONTRACTOR with his proposal provided such drawings are acceptable to the COMPANY.

(d) Drawings furnished by the COMPANY to the CONTRACTOR during the progress of the work, and engineering data and drawings submitted by the CONTRACTOR during the progress of the work provided such drawings are acceptable to the COMPANY.

(xxii) Word 'importing persons' shall include firms, companies, corporations, and other bodies whether incorporated or not.

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

2.02 CONTRACTOR TO INFORM HIMSELF FULLY :

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

2.03 CONTRACT AGREEMENT AND SECURITY DEPOSIT :

2.03.01 A formal agreement shall be entered into between the contractor and the Company within 10 days from the date of receipt of order for the due performance and observance of the terms and conditions of the contract.

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

Initial security	Deduction deposit	Total security from running bills	deposit
i.For the work contract upto Rs.25 lacs.	2%	8%	10%
ii.For work contract more than Rs. 25 lacs.	2%	3%	5%

2.03.03 The earnest money amount deposited in the form of D.D. shall be retained towards initial security deposit and tenderer will have to give balance amount of initial security deposit. Interest will not be allowed on cash deposit. The security deposit shall be returned to the successful tenderer only after successful completion of work & submission of report, faithful performance of terms and conditions of the order, satisfactory completion of contract and, if, there is no claim for recovery against the tenderer.

4 In case, if successful tenderer is having the facility of permanent security deposit of Rs. 3 lacs, they are not required to deposit any additional security amount.

2.04 NEGLIGENCE :

If the contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene the provisions of the contract, the Company may give seven days notice in writing, to the contractor to make good the failure, neglect, or contravention complained of and should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then and in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to or if the Company shall think fit, it shall be lawful for him to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price with any other persons, or provide any other materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackle, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the contractor over the same and the Company shall be entitled to retain and apply and balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not completed by the contractor within the completion period or extended period if any, or any failure to complete the work or neglect the work etc. noticed, Company may at its option can get the work done through some other agency at the cost and risk of the contractor or complete the balance work done departmentally and recover the expenditure so incurred from the contractor or terminate the order without any liability on Company side.

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

2.05 DEATH BANKRUPTCY, etc.

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

2.06 INSPECTION :

The Engineer and his duly authorized representatives, shall have at all reasonable times access to the contractors premises or works, and shall have the power at all reasonable times, to inspect and examine the materials and workmanship of the work during erection.

The Engineer shall on giving seven days notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of the work, workmanship connected with such work, which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatever.

2.07 WORK ON SITE :

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

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

2.8 ENGINEER'S SUPERVISION :

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engine-in-charge. If any mistake, poor quality, poor workmanship is observed during supervision of work the contractor shall be responsible for the correctness of the quality, position, workmanship and dimensions of the works according to the specifications/drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

2.9 ENGINEER'S DECISION :

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

2.10 CONTRACTOR'S REPRESENTATIVE AND WORKMEN :

The contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor, to supervise the work. The said representative, or if more than one shall be employed then one of such representatives, shall be present on the site during working hours, and any written order or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor, may give to the said representative of the contractor shall be deemed to have been given to the contractor.

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

2.11 LIABILITY FOR ACCIDENTS AND DAMAGE:

The contractor shall be entirely responsible for all loss, damage or depreciation of sub-station equipment/any other material etc. until the work-site is taken over in accordance with the relevant clause of the specification.

The contractor shall, during the progress of the work, properly protect the substation from injury which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto which until the same be or be

deemed to be taken over under clause of this specification may arise or be occasioned by the acts or omission of the contractor or his workmen or sub-contractor, and all losses and damages to the substation arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer.

Until the work shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or sub-contractors or by defective work but no otherwise.

Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

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

On the occurrence of an accident which results in the death of any of the workmen employees by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident intimate in writing to the concerned Engineer of the Electricity Company the fact of such accident.

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 if he so require of the Company, at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the Company shall, at the expense of the contractor, afford all available assistance for any such purpose.

2.12 REPLACEMENT OF DEFECTIVE WORK:

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

2.13 DEDUCTIONS FROM CONTRACT PRICE :

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

2.14 CERTIFICATE OF ENGINEER :

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

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

2.15 CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR

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

2.16 RESPONSIBILITY OF CONTRACTOR :

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specifications/order Deviations, if any, from the approved/specified conditions shall be brought to the notice of the SE T & C CIRCLE , MPPTCL, Bhopal 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 and the contractor will have to rectify the same at rate indicated in the order for carrying out such work without extension of time.

2.17 RESPONSIBILITY FOR PROPER HANDLING OF EQUIPMENTS:

The contractor shall pay compensation or bear the expenses towards replacement/repair of the equipment/materials arising out of improper handling of the equipment/material of company by the contractor.

2.18 EXTENSION OF TIME FOR COMPLETION:

The time for completion of work shall be Twelve month from the date of issue of Order. If the work delayed at any time during the term or extended terms of this contract by strikes, lockouts, fire, accident or any cause whatsoever beyond the control of the contractors a reasonable extension of time shall be granted as may be mutually agreed upon. The request for such extensions should be made in writing to the Company immediately after the occurrence along with the cause of delay supported by documentary proofs. In absence of such details, the case for extension in completion period shall not be considered.

2.19 DAMAGES FOR DELAY IN COMPLETION:

If the contractor fails to complete the works or any part of works in the contract within the time therein specified or any extension of such time granted hereunder, then and in any such event the Company in its discretion may deduct compensation at the rate of half percent (1/2%) per week or part thereof of contract value of the work but shall not in any case exceed 10 (Ten) percent of the value of the unexecuted portion of work.

2.20 TESTS ON COMPLETION:

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

2.21 REJECTION OF DEFECTIVE WORK:

If the complete work or any portion thereof before it is taken over under clause of this specification be defective, or fails to fulfill the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defective work good, or later the same to make it comply with the

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

2.22 TAKING OVER:

The completed work shall be accepted and taken over when it has been satisfactorily completed including due testing or within one month of its being ready to be put into operation, whichever shall be the earlier.

2.23 REGULATIONS OF LOCAL AUTHORITIES :

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

All works shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer.

2.24 ARBITRATION:

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

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

In case of any dispute the law applicable shall be the law in force in India. The Courts of Bhopal/Jabalpur shall have exclusive jurisdiction in all matters of disputes.

2.25 CONTRACT:

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

2.26 HEADINGS:

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

SCOPE OF WORK AND COMMERCIAL CONDITIONS OF CONTRACT

SECTION-III

CONTENTS:-

CLAUSE NO.	NAME OF THE CLAUSE
3.01	SCOPE
3.02	GENERAL CONDITIONS OF CONTRACT
3.03	PRICES AND QUANTITIES
3.04	RATES
3.05	IDLING CHARGES
3.05	COMPLETENESS OF TENDER
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3.16	EXTRA WORKS
3.17	ACCEPTANCE OF OFFER
3.18	COMPLETION PERIOD

SECTION-III

SCOPE OF WORK AND COMMERCIAL CONDITIONS OF CONTRACT

3.01 SCOPE :

3.01.01 This specification covers following works

ANNUAL CONTRACT FOR MAINTAINING GRASS FREE AREA BY REMOVAL OF GRASS SHRUBS & BUSHES ETC. AT 132 KV S/S MPPTCL SEMRIHARCHAND UNDER TESTING DIVISION MPPTCL HOSHANGABAD.

3.01.02 The extent of Supply/placing/.installation works covered under this contract include all items shown in the drawings schedules annexed with the Tender, notwithstanding the fact that such items may have been omitted from the specification or schedules. Such of the items not specifically indicated in the specifications or drawings but which are required to complete the work shall also be deemed to be within the scope of work of the contractor.

3.01.03 Contractor shall carry-out and complete the work in every respect in accordance with the contract and to the satisfaction of the Company and the manufacturer representative where their services have been provided by the Company.

3.02 GENERAL CONDITIONS OF CONTRACT :

All works covered under this specification will be carried out in accordance with "General conditions of contract" with such modifications as are applicable to the respective types of works covered in the specification.

3.03 PRICES AND QUANTITIES :

3.03.01 The estimated scope of work under each item of work has been indicated in **Schedule-3**. The rates are to be quoted for different items.

3.03.02 Contractor shall furnish unit rates as required in **Schedule-3** (enclosed). The unit quoted price by the contractor shall include salaries of skilled, semi-skilled and un-skilled laborers, Technical staff, and storekeeper, watch & ward, the cost of all the required tools and tackles and various consumable items all taxes and charges etc.complete to carry-out the work.

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

3.03.04 The quantities indicated in **Schedule-3** are tentative only and unit rate shall apply to actual qty. measured for complete work in accordance with the specification and drawing. **The contractor is entitled for payment on the basis of actual work done.** In the event of reduction in scope of work than given in the order, no compensation etc. is payable by the Company.

3.04 RATES :

The quoted rates should be FIRM basis and valid for entire contractual completion period or extended period if any and no increase in these rates shall be allowed under any circumstances. The payment in respect of work done against each item of work will be released at the rates accepted in our order.

3.05 IDLING CHARGES :

No idle charges will be payable by Company for any reason whatsoever to the contractor for stoppage of work. This may please be noted.

3.06 COMPLETENESS OF TENDER :

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

3.07 DEPARTURES FROM SPECIFICATION :

3.07.01 No deviation / departure from the tender specification in any respect is allowed. In **questionnaire (schedule-4)**, tenderer must confirm that all the terms & conditions of this tender specification are agreeable to them in to. In case of any departure the price-bid will not be opened and will be returned unopened.

3.07.02 Tenderer or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain necessary information as to risks, contingencies and other circumstances which may influence/ effect his tender.

3.08 COMPLIANCE WITH REGULATIONS :

Unless otherwise specified, all works shall be carried-out in accordance with the Indian Electricity Act-1910, Indian Electricity Rules 1956 with any amendments or revision thereof which may be issued during the currency of the contract and the requirement of any other Regulations and Acts in India which the Company may be subjected to.

3.09 TAXES, DUTIES AND LEVIES:-

The contract covers all royalties, octroi, levy, duties or taxes as per statutory requirements on such contract shall be borne by contractor:

- i. The deduction of **Income Tax** as per statutory requirement of this contract shall be made from the bill.
- ii. The payment towards GST shall be governed as per provision w.e.f. 01.07.2017.

3.10 PAYMENT TERMS :

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

- (I) As per practice in vogue, the payment shall be released generally within 30 days after passing of bill.

3.11 PAST EXPERIENCE AND TECHNICAL/FINANCIAL RESOURCES :

Past experience of the tenderer in grass cleaning work in live EHV S/S. The tenderer shall give a list of such execution of works carried-out by him in the past in relevant schedules & enclose such order copies in support.

3.12 TECHNICAL RESOURCES :

The tenderer shall furnish full details of technical manpower of head office and field organization to check the adequacy of the tenderer to carry-out the proposed work. The qualification and experience of such manpower shall be furnished in relevant schedule.

3.13 RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME:

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

3.14 PERMITS AND PRIORITIES / LICENCE :

3.14.01 Necessary permits / license, if any, required for the execution of the contract shall be arranged by the contractor himself.

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

3.14.03 The Company will, however, not be responsible for the delay in execution of contract, if necessary license ...etc are not produced in time.

3.15 SUPPLY OF TOOLS, TACKLES AND OTHER MATERIALS:

3.15.01 For full completion of the work, contractor shall, at his own expense ensure availability of all necessary tools, machine tools, power tools, tackles work benches, tools for welding machine, Anchores, spanners, crowbars, hooks, tummies, hammers, punches seasoar saw etc. and all associated protective equipment, instruments, appliances, materials and supplies required for unloading, transporting / shifting, storing, that may be required to accomplish the work under contract unless otherwise provided for. The trucks, tractors, with necessary tools & tackles for loading, unloading, handling and transportation if any fabricators to site and installation thereof shall also be arranged by contractor

3.15.02 The Company may furnish to contractor, for use on the work any equipment, tools and tackles that could be spared by him at the time of request for the same by contractor, at his standard rental charges. Such rentals charges shall be deducted by Company from contractor's progress payments are made.

3.15.03 Contractor shall also furnish all necessary devices and all other miscellaneous supplies of every kind required for carrying out the work under the contract.

3.15.04 Contractor shall provide all reasonable facilities including tools, personnel, etc. and ensure co-ordination with Company and equipment supplier's supervisors to enable them to carry-out all supervision, measurements, checks etc. in a satisfactory manner.

3.15.05 Contractor shall not dispose off or transport or withdraw any tools, tackles, equipment and material provided by him for the contract without taking prior written approval from the Company and Company at all times shall have right to refuse permission for

disposal, transport or withdrawal of tools / tackles, equipment and material if in his opinion, the same will adversely affect the efficient and expeditious completion of the work.

3.17 EXTRA WORKS :

The rates for work not included in the schedule will be decided upon, when any necessity arises during the execution of the work, by negotiations between the Company and the

contractor. The contractor shall perform the work on the terms and conditions as mutually agreed upon.

3.18 ACCEPTANCE OF OFFER :

The Company will communicate acceptance of offer to successful tenderer through a telegram or a letter of intent and this will be followed by a detailed order or formal contract, which will be binding on the contractor within 90 days from the date of opening of offer.

SECTION-IV
TECHNICAL CONDITIONS OF CONTRACT

CONTENTS:

CLAUSE NO.	NAME OF CLAUSE
4.01	SCOPE OF WORK

TECHNICAL CONDITIONS OF CONTRACT

4.01 SCOPE OF WORK :

1. ONE TIME / FIRST TIME Removal of grass, Shrubs Weed in ALL AREA . This includes complete cleaning of grass, weed and shrubs from Active & Non Active area both viz. metal, non-metal area in live switchyard, around control room building etc. This first time cleaning may require major manpower for completing the whole work for the areas to be specified by Officer In-charge. This work also involves the area covered up to 1 meter from the periphery of active area i.e. up to 1 meter away from the extreme side of the active area , so to prevent any growth of grass , shrub etc near vicinity of switch yard & also at outside the fencing towards road side up to 1 meter from Sub-station premises fencing for maintaining the fire clearances. This work involves one time complete cleaning at the starting of contract as the intensity of developed grass shrubs is much more & major manpower is required compare to maintaining the already cleaned active area.
2. MONTHLY Maintaining the ACTIVE YARD grass free area by continuous cutting & removal of grass shrubs etc through-out the 1 year contract from date of handing over the site. After First time cleaning as mentioned in above sr. no. 1 , Maintaining the Grass free , Shrub free area etc. by cleaning of grass, weed and shrubs from metal, non-metal area in live switchyard and around control room building etc. This work involves the area covered up to 1 meter from the periphery of active area i.e. up to 1 meter away from the extreme side of the active area , so to prevent any growth of grass , shrub etc near vicinity of switch yard. This work involves one time complete cleaning in a month for entire 1 year contract But also as & when required at any day in a month as per requirement of officer in-charge.
3. QUARTERLY Maintaining the NON-ACTIVE YARD free from major shrubs Big Grass by continuous cutting & removal of grass shrubs etc through-out the 1 year contract from date of handing over the site . After first time cleaning as mentioned in above sr. no. 1 for Non active yard , Cleaning of grass, weeds and shrubs from the Non- Active vacant area etc. once in 3 (three) months to maintain fire clearances / Line take out clearances under the premises of Sub stations & outside the fencing towards road side up to 1 meter from Sub-station premises fencing. This work involves one time complete cleaning in a quarter But also as & when required at any day in a Quarter in case of urgency if noticed for maintain fire clearances , as per requirement of officer in-charge.
4. QUARTERLY Spraying of Round-up (Weed Killer Solution) prepared in the ratio of one liter in 100 liter of water sprayed in 1000 Sq. Mt. (Or appropriate mixer as required at site condition) with a frequency of once every three months. The area to be sprayed shall be that which is covered under above sr. no. 1 excluding the area of flag stone. This work involves one time complete cleaning in a quarter But also as & when required at any day in a Quarter in case of urgency if noticed for maintain fire clearances , as per requirement of officer in-charge. The one time spray means complete destruction/ dying of weeds , Grass which could be seen by the brownish / red color of the area upon where the weed killer solution will be sprayed. The chemical required for this work viz. Miraj 71 etc. will has to arrange by contractor itself & will not provide by MPPTCL.
5. T&P , Hand spraying machine , bucket for grass collector etc required for grass cleaning & spraying of weed killer is to be arranged by the contractor itself & will not provide by MPPTCL.

6. Maintaining the active yard grass free & non active yard shrubs free through-out the 1 year contract is the essential part of the work. If fail to maintain that at any period during the contract period , a penalty will be imposed as per rule.
7. The detail scope of work will elaborate while placing the detail order to concern firm or authority or contractor.

TENDER DOCUMENT TERMS & CONDITIONS

1. The offer shall be submitted in a sealed envelope duly super scribed. "Annual contract for maintaining Grass Free area by removal of Grass shrubs & bushes etc. at 220KV S/S MPPTCL Handia under Testing Division MPPTCL Hoshangabad."
2. All pages of the documents related to this tender must be initialed by the tenderer.
3. The tender forms comprising the various detail like Scope of work, Terms & conditions can be obtained from the office of Executive Engineer Testing Division, M.P. Power Transmission Co. Ltd., Hoshangabad on payment of cost of Tender Form [i.e. Rs. 560/- (Rs. 500/- + 12% GST)] through Demand Draft payable to R.A.O. MPPTCL, Bhopal. In case the Tender document is required by post, an amount of Rs. 150/- is to be paid extra. The date of issue of D.D. shall not be prior to 1 month from the date of issue of tender.
4. The tenderers shall have to deposit the earnest money as per respective tender specification in the form of Bankers Cheque or Demand draft payable to Regional Accounts Officer, MPPTCL Bhopal. No tender will be accepted without Earnest Money & liable to reject for further bidding process. Please note that Earnest Money deposit in any other form i.e. Bank Guarantee / FDR etc. is not acceptable.
5. The tender forms duly filled and completed in all respect should reach the office of EE (T. Dn.), MPPTCL Handia on or before the time and due date indicated above. The tenders received up to due date and time shall be opened at the date and time specified above, in presence of such tenderers who remain present.

6. Submission of document:

Self Attested copies of following documents are required to be submitted, failing which would liable to reject for further process of bidding:-

- Income Tax return for last three years.
- PAN
- EPF No.
- Good and Services Tax (GST) registration number .

The above mentioned valid documents in the name of firm / proprietor shall accompany the tender else, the tender may be reject.

7. Rates:

Please note that rate quoted in Column No. 06 of "Price Schedule III, must be up to second digit of decimal. Rate quoted beyond second digit will not be taken in to consideration.

The Calculated amount in column no. 7 & 8 of "Price Schedule" Schedule-III, must not contain any decimal digit. For this after calculation the calculated value / amount must be rounded off in Rupees. If the calculated amount is equal to or more than 50 paise then while rounding it will be converted into one rupee.

8. Award of Contract , If L-1 bidders are more than One:

If it is found that there are more than one L-1 bidder for the said Tender Specification, then selection or awarding the contract to bidder shall be made as per the circular of The CE(CA) MPPTCL Jabalpur order No. AS/MPPTCL/XIII/E-I/3497-3498 Dt. 15-09-2016.

9. Taxes & Duties

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

As per prevailing circular / rule of GST at prevailing rates shall be contractor's part. Therefore, GST applicable shall reimbursed / payable to the contractor. In case of any changes in GST rates / rules the same shall be payable within contractual obligation period at prevailing rate and as per rule.

The contractor shall ensure his employees for additional ESIC under "Pradhan Mantri Jeevan Suraksha Yojna" & "Pradhan Mantri Jeevan Jyoti Yojna". The cost of which deemed to be included in the service charges offered by you. Apart from this, insurance under ESIC is also mandatory if applicable to the area.

10. Security Deposit:

The Agency who secures the order will have to deposit security deposit. The amount of the EMD shall be converted in to initial security deposit and retained for entire contractual period for faithful performance of terms & conditions of the order and satisfactory completion of the contract and if, there is no claim for recovery against bidder.

11. Submission of documents with bills by the contractor and Payment Term:

It is mandatory on the part of contractor to furnish the following documents to the Executive Engineer who will get verify from concern officer In-charge & arrange to pass the monthly bills on that basis and send to the RAO for releasing the payment. The payment shall be made within 30 days after submission of bill along with following documents:

- A copy of ESIC policy covering Insurance of labors , shall be submitted along with the first bill. Further bills for subsequent months / quarter shall be admitted after compliance of above.

12. Payment to the contractor:-

Payment to the contractor shall be made on monthly basis & Quarterly basis depends on the work completed & normally within 30 (Thirty) days or in turns as per queue whichever is later after satisfactory completion of work in each month or quarter and on submission of bill in triplicate to the O/o EE (T) Testing Division MPPTCL Hoshangabad. The TDS as per applicable rates shall be deducted from the Agency's monthly / quarterly bill. However, no interest will be paid by the company on account of delayed payment.

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

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

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.

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.

The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis through Cheque / DD in the presence of authorized representative of the principal employer or by NEFT to worker's bank account only till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance. Necessary evidence of payment shall be submitted by the contractor along with bill. Cash payment is not permitted. In case of default, action as per Law may be taken against the contractor.

14. Penalty :

In case of non execution of work / absence / leave or unsatisfactory performance of any work, or in case of failure of maintaining the GRASS FREE area deduction / penalty shall be levied as per following rates: -

Failure in maintaining Grass free area in active yard of the work involved or mentioned in the Price bid , then a penalty will be imposed on the unexecuted portion of the work as:

- 5 % of total amount of executed portion of work or Bill raised monthly or Quarterly as per calculation , if it is the very first time. In this regard an intimation will be issued by the officer in-charge to the contractor & will give time limit for completion of work.
- 10 % of total amount of executed portion of work or Bill raised monthly or Quarterly as per calculation , if it is the Second time. In this regard an intimation will be issued by the officer in-charge to the contractor & will give time limit for completion of work.
- 10 % of total amount of executed portion of work or Bill raised monthly or Quarterly as per calculation, if it is beyond second time. In this regard an intimation will be issued by the officer in-charge to the contractor & will give time limit for completion of work. In this case the contractor performance will be circulated to higher offices requesting for blacklisting the contractor for his poor performance.

15. Rules and Regulations :

All relevant Labour Laws and Regulations i.e. payment of Minimum wages, valid EPF, ESIC, GST etc. shall be strictly followed by the Agency / contractor. In case of violation of law the contract may be

terminated and disciplinary and legal action will be initiated which may include forfeiture of security deposit.

16. Contractual Period :

The contract shall be effective for a period of 12 months, which may be extended on mutual consent. If considered necessary, we may place extension order on the basis of satisfactory performance of the contract, on mutual agreement basis for further period of 1 month, on the same terms & conditions. A further extension order on the basis of satisfactory performance of the contract may also be considered for a maximum period of 1 month.

17. The contractor shall take by himself insurance policy as required under workman's compensation act. common law or any other statute in-force in respect of workers employees of the contractors executing the works on behalf of the contractor. This will be deemed to be included in the award and contract price. The contractor shall indemnify the Company against any claims. Which may be made under the workman's compensation Act. 1923 or any statutory modification or other-wise for or any damages or compensation payable in consequence of any accident or injury sustained by any workman or other persons by amount of compensation so paid and without prejudice to the rights of the Company under sub-section 12 of the said Act. The Company shall be at liberty to recover such amount or any part thereof by deducting it from security deposit or from any sum due by the Company to Contractor whether under contract or otherwise. The Company shall not be bound to consider any claim made against under section-12 sub-section (1) of said Act. except upon written request of contractor and upon his giving the Company full security for all costs for which the Company might become liable in contesting such claims.

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

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

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

The contractor shall be responsible for safety of his or his sub-contractors properly men any loss or damage injury etc for any reasons whatsoever the same is not the responsibility of the Company.

- 18.** On occurrence of an accident during work period, which results in serious injury or in death of any workman employed by the agency/contractor, the agency/contractor shall within 24 hours of happening of such accident intimate, in writing to the order issuing authority of the company. The Agency shall indemnify the company against all losses or damages sustained or likely to be 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 the failure to give notice under workman compensation act or any other relevant act applicable / in-force or otherwise to conform to the provision of the said act in such accident.
- 19.** The Agency shall be responsible for settling all claims and make good for the damage or loss. Agency/contractor shall provide the ESIC for the personnel employed by him as required under workman compensation act. The agency will be fully responsible for workman engaged if injured or met with any type of accident during course of contract period or extended period. In this connection all claims raised by affected person due to any minor/major accident shall be fully paid by the agency. The company should not accept any liability on this behalf.
- 20.** All costs, damages, expenses which the company have paid or might have to pay under the contract, may be deducted by the company from the any money due or becoming due to him under the contract or may be recovered by action at the law or otherwise from the agency/contractor.
- 21.** No idling charges will be payable by the company for any reason whatsoever to the Agency for stoppage of work.
- 22.** In the event of the non-compliance of the terms and conditions or due to any other reasons, company shall have the right to cancel the contract at any time during its currency by giving one week notice and the agency/contractor shall have no claim on this account whatsoever. Under such a situation payments only to the executed portion of the contract shall be released on pro-rata basis.

23. 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 life of staff / officers living at colony, as water is necessarily for human life & for day to day life and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, contractor wishes to discontinue the work 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 the services of aforesaid works.

24. Termination of Contract:

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

- i) Non-availability of funds as expected at the time of tendering or subsequent withdrawal of funding by the financial institution(s).
- ii) Major changes in scope of work resulting possible increase of contract value by 25% or More.

The Company, in such an event will give (fifteen) 15 days notice in writing to the contractor of his intention to do so. If such a termination of contract is done before commencement of work. The Company shall not be liable to pay any compensation whatsoever to

the contractor. However, in case of termination of contract after commencement of work. The contractor shall be paid only the charges at accepted rates given in contractor actual work done and no other compensation shall be payable by the Company.

The Company also reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled NEGLIGENCE. The Company shall in such an event give 15 (fifteen) day notice in writing to the contractor of his intention to do so. The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable and terms satisfactory to the Company, stop all further sub-protection or purchasing activity related to the work terminated and assist the Company in maintenance, protection and disposition of the works acquired under the contract by the Company.

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

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

- a. Cancel the contract without any liability on MPPTCL's side by giving 15 days notice to the contractor.
- b. Forfeit the security deposit.
- c. To recover liquidated damages from the contractor.
- d. Penalty equal to one month charge shall be recovered.
- e. 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.
- f. 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.

25. Arbitration/Jurisdiction:

All the suit proceedings relating to any dispute or claim arising out of or in the course of performance of the contract shall be filed only in the competent court at Hoshangabad.

26. Agreement:

A formal agreement on non- judicial stamp paper worth an amount of 0.25% of order amount subject to minimum of Rs. 500.00 shall be entered in between the Agency and the company within **07** days from the date of order for the due performance and observation of terms and conditions of the contract.

27. Deductions from contract price:

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

28. Besides all above , detail terms & conditions will be intimated to you while placing the order.

**DETAILS OF EARNEST MONEY
(TO BE KEPT IN ENVELOPE -1)**

1. Name and Address of the bidder : -----

2. Name and Address of the Firm/
Company etc. : -----
a. Registered office : -----
b. Postal Address : -----
c. Fax No. : -----
d. Telephone number : -----
3. Details of Earnest Money:
i. Amount of E.M.D. - Rs. -----
ii. D.D.No./ Banker's cheque No. - -----
iii. Issuing bank/ drawn on bank - -----
4. Approximate value of
the offer. - Rs.-----
- Please indicate name - 1. -----
of the works. 2. -----, etc.

Place:

Date:

**SIGNATURE OF BIDDER:
NAME IN FULL :
STATUS :
SEAL OF TENDERING COMPANY:**

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

1. Whether a firm has adequate tools & plants. Financial & technical resources and infrastructure backed with qualified agencies to execute the work with in specified time frame. - Yes/No
2. Whether copy of PAN No. in the Name of Bidder/ Firm is enclosed. - Yes/No
3. Whether copy of Certificate of GST No. in the Name of Bidder/ Firm is enclosed. - Yes/No

5. DETAILS OF PAST EXPERIENCE :

S. No.	Particulars of works executed	Order placing authority Name & Address	Order No. & date and quantum of work	Value of contract, contractual completion period & actual period of completion

Date :

Place :

Signature :

Name :

Seal of the tendering Co.

- Note:** 1. 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.
2. If required addl. sheets may be used to furnish above information.

Price_Bid

SCHEDULE FOR RATES , PRICES AND QUANTITIES FOR CONTINUOUS MAINTENANCE OF 132KV & 33KV YARD AND AREA AROUND CONTROL ROOM OF 132 KV SUBSTATION SEMRIHARCHAND TO KEEP IT GRASSLESS, SHRUBLESS, WEEDLESS THROUGHOUT THE YEAR.

Sr. No.	Particulars of work to be done	Frequency of work	Total Job for 1 year contract (In Nos.)	Qty. of work (In Sq. Mtr.)	Rate (In Rs. Per Sq.Mtr.)	Monthly Amount (In Rs.) (5*6)	Total amount for 1 year contract (In Rs.) (7*4)
1	2	3	4	5	6	7	8
01	Cleaning of grass, weed and shrubs from Active & Non Active area both viz. metal, non-metal area in live switchyard, Flag Hoisting place,Garden and around control room building. This work involves the area covered upto 1 meter from the periphery of active area i.e.upto 1 meter away from the extreme side of the active area, so to prevent any growth of grass , shrub etc near vicinity of switch yard & outside the fencing towards road side upto 1 meter from Sub station premises fencing for maintaining the fire clearances. This work involves one time complete cleaning first time at the starting of contract as the intensity of developed grass shrubs is much more & major manpower is required compare to maintaining the already cleaned active area.	One time (First time) only	01	31073 Sq. Meter			
02	After First time cleaning as mentioned in above Sr. no. 1 for ACTIVE AREA, Maintaining the Grass free , Shrub free area etc. by cleaning of grass, weed and shrubs from metal, non-metal area in live switchyard , Flag Hoisting place Garden.This work involves the area covered upto 1 meter from the periphery of active area i.e.upto 1 meter away from the extreme side of the active area , so to prevent any growth of grass , shrub etc near vicinity of switch yard. This work involves one time complete cleaning in a month But also as & when required at any day in a month as per requirement of officer in-charge.	Monthly	11	10429 Sq. Meter			
03	After first time cleaning as mentioned in above Sr. no. 1 for NON ACTIVE AREA , Cleaning of grass, weeds and shrubs from the Non- Active vacant area, etc. once in 3 (three) months to maintain fire clearances / Line take out clearances under the premises of Sub stations & outside the fencing towards road side upto 1 meter from Sub station premises fencing.This work involves one time complete cleaning in a quarter But also as & when required at any day in a Quarter in case of urgency if noticed for	Quarterly	03	20644 Sq. Meter			

	maintain fire clearances , as per requirement of officer in-charge.						
04	Spraying of Round-up (Weed Killer Solution) prepared in the ratio of one liter in 100 liter of water sprayed in 1000 Sq. Mt. with a frequency of once every three months. The area to be sprayed shall be that which is covered under above sr. no. 2 excluding the area of flag stone.This work involves one time complete cleaning in a quarter But also as & when required at any day in a Quarter in case of urgency if noticed for maintain fire clearances , as per requirement of officer in-charge. The one time spray means complete destruction/ dying of weeds , Grass which could be seen by the brownish / red color of the area upon where the weed killer solution will be sprayed.	Quarterly	04	10429 Sq. Meter			
GST Extra at prevailing rate =							

Place:

Date:

**SIGNATURE OF BIDDER:
NAME IN FULL :**