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



MPPTCL NAGDA




Tender Specification No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017 for
grass cutting & spraying weed killer work at 400 kV S/s under 400KV Testing
Dn. Nagda.

LAST DATE OF SALE (UP TO) : **15/01/2018** UPTO 14:00HRS (ON ALL WORKING DAYS)

LAST DATE OF SUBMISSION: **15/01/2018** UPTO **15:00 HRS**

DUE DATE OF ONENING : **15/01/2018** AT **16:00 HRS**


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

Price Rs. **500.00**
GST (12%): **60.00**
560.00

+ Postal char.:150.00

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

Tender Specification No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017 for grass cutting & spraying weed killer work at 400 kV S/s under 400KV Testing Dn. Nagda.

Tender Document Sr. No. _____

Issued to _____

Cost of Tender Documents Rs. 500.00 + GST @ 12%

Received vide P.O. No. _____

Signature & Seal of Issuing Officer

M.P. POWER TRANSMISSION COMPANY LIMITED

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Power Transmission Co. Ltd. to do the several works and things which are described or referred to in the enclosures and schedules to the Tender Specification No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017 due on dtd. 15/01/2018 copies of which are annexure hereto and by which under the terms thereof are to be supplied, 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 documents for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that all conditions, wherever described in the tender documents have been replied in full, giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the Company will have the right to interpret to its best advantage. Company's decision in this regard will be final and binding. 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.

Date this _____

Tenderer's Name & Signature
With seal of the company

SECTION-I

<u>S.No.</u>	<u>TITLE</u>	<u>Clause No.</u>
1.	Earnest Money	1.03
2.	Tender Procedure	1.04
3.	Qualifying Requirements	1.05
4.	Due date for receipt and Opening of tender.	1.15

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 Superintending Engineer (T&C) M.P. Power Transmission Company Ltd., Nagda shall be delivered to 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 Three envelopes as under :-

Envelope-1 : Earnest Money + Qualifying req. Schedule II (with photo copy of certificates/License)	(Part-I)
Envelope-2 : Price-bid	(Part-II)

These envelopes may further be placed in a separate Envelope – 3. The tender cover and each envelope shall be prominently subscribed “Tender to Specification No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017 due on dtd. 15.01.2018 GRASS CUTTING & SPRAYING WEED KILLER AT 400 KV S/s, MPPTCL, Nagda

1.03. EARNEST MONEY

1. Earnest Money of Rs **10000/-** must be submitted along with the tender offer in a separate sealed cover. The required Earnest Money in the proper form should be deposited by the tenderer in a separate cover duly super scribed "Earnest Money against Tender Specification No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017 due on dtd. 15/01/2018. If the Earnest Money is not submitted or if the earnest money amount is inadequate, the offers shall be summarily rejected and shall not be read out.

2. Earnest money shall be accepted in the following form only. (Cheques will not be accepted).

a) Demand Draft in favour of **Regional Accounts Officer, MPPTCL, Indore.**

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

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

5. If the tenderer obtains the earnest money Bank Draft etc. prior to the due date but submits the same after the specified time, his tender will not be eligible for consideration even if the earnest money Bank Draft etc. has been delayed in post. The furnishing of the Bank Draft number and date will not be considered adequate. It will, therefore, be observed that both earnest money as well as tender should be submitted before the specified time, otherwise tender will not be considered.

1.04 TENDER PROCEDURE :

The tender offers shall be submitted in three separate envelopes. The following two envelopes may further be placed in a third separate envelop. The offer shall be opened in following manner:-

Part-I Earnest Money & Qualifying Requirement (Envelope I)

Part-II Price Bid, Schedule I (Envelope II)

The schedule of quoted price Schedule-I and any other relevant information which the tenderer may deem fit and may affect the financial commitment.

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 " & Qualifying Requirement is found satisfactory . The Part-II "Price Bid " of the tender of such tenderers as found technically acceptable and as per relevant terms & conditions of the specification shall be opened on the date as indicated. Price Bid of the tenderers who do not qualify in regard to experience may be kept un-opened. This opening date could, however, be extended at the discretion of the Company and will be duly notified to the concerned. The discretion in this regards shall entirely be with the Company and binding on all the tenderers.

1.05 QUALIFYING REQUIREMENT :

1.05.01 The Bidder should have adequate tools and plants, financial & technical resources and infrastructure backed with qualified agencies to execute the work properly and expeditiously within specified time frame.

1.05.02 The Bidder should have PAN CARD, GSTIN.

1.05.03 The bidder should have PAN CARD & GSTIN, copy of same should be endorsed in envelope.

1.05.04 The bidder Should submitted all recellarly document pertaining of above work.

1.06 The tender shall be valid for a period of Six months from the date of opening. The Company reserves the right to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period. The earnest money deposit will be refunded to the unsuccessful tenderers.

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

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

1.08 The Company reserves the right (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 item or works. No reasons will be assigned by the Company for this and this will be binding on the tenderers.

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

1.10 Telegraphic offers will not be considered. Tenders received after specified hour and date will not be considered and will be returned unopened. The Company will not be responsible for the postal delay in delivery of the tender.

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

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

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

1.14 Erasers or other changes in the tender documents shall bear the initial of the person signing the tender.

1.15 DUE DATE FOR RECEIPT AND OPENING OF TENDER:

(i) Tender and earnest money shall reach the O/o The SE (T&C) MPPTCL, Nagda on or before 14:00 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 The SE (T&C) MPPTCL, Nagda at 16:00 HRS on specified date.

1.16 The quantities indicated in **SCHEDULE - I** enclosed i.e. schedule for quoted prices and quantities of area for grass cutting & spraying weed killer work are tentative and may vary during actual execution of works. Further, a few activities (out of those listed therein) may not be required to be got executed due to modification in the area / lay out of Sub-station and may also be deleted while placing detailed order. While submitting their offer, the tenderer shall take note of the same.

SECTION-II

GENERAL CONDITIONS OF CONTRACT FOR GRASS CUTTING & SPRAYING WEED KILLER (For Period of One Year) at 400 kV S/s, MPPTCL, NAGDA

CONTRACT AGREEMENT AND SECURITY DEPOSIT:

1.01 A formal agreement of Rs. 500/- 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.

1.02 On acceptance of offer, the successful tenderer will have to deposit the required amount of security deposit @10% of the value of the contract. 2% of the amount of initial security deposit shall be submitted at the time of agreement and balance 8% shall be deducted from running bills. The earnest money already deposited by the bidder may be adjusted against the "Initial Security Deposit".

1.03 No interest will be allowed on Security Deposit. The security deposit shall be returned to the successful tenderer only after 3 month of faithful performance of terms & conditions of order & if there are no claims for recovery against the tender.

2. ENGINEER'S SUPERVISION:

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

3. TIME ALLOWED FOR COMPLETION:

The time is the essence of the contract & the work shall be completed in all respect as per the **Schedule I** Frequency.

4. COMPENSATION FOR DELAY:

If the contractor fails to complete the work or any part of the works in the contract with in the time therein specified or any extension granted here under then & in any such event the company in its discretion may deduct towards compensation at the rate of 0.5% per week or part there off, of contract value but shall not in any case exceed 10 % of the unexecuted portion of work.

5. LIABILITY FOR ACCIDENTS AND DAMAGE:

The contractor shall be responsible for safety of his workmen, any loss or damage injury etc. for any reason whatever, the same is not the responsibility of company. Therefore the contractor shall be responsible for any insurance policy as required under workman compensation act, common law or any other statute in force, in respect of service personnel executing the work on behalf of contractor. This will be deemed to be included in the order & contract price. You may therefore indemnify the Company against any claims which may be made under the workmen's compensation act 1923 or any statutory modification or otherwise for or any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person(s) by amount of compensation so paid and without prejudice to the right of the Company under sub-

section 12 of the said act. The Company shall be at liberty to recover such amount or any part thereof by deducting it from security deposit or from any sum due by the Company to contractor whether under contract or otherwise. The Company shall not be bound to consider any claim made against it under section 12 sub-section (i) of said act, except upon written request of contractor and upon his giving the Company full security for all costs for which the Company might become liable in consequence of insisting such claims.

6. 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 area of land revenue.

7. DEDUCTION AGAINST INCOMPLETE/ UNSATISFACTORY WORK:

In case of incomplete/ unsatisfactory work, the deduction will be made at the double the rate of contract on per sq meter basis or may be completed from other agencies or departmental work force and expenditure will be recovered from any bill / S.D.

8. INSPECTION OF WORK:

The grass cutting & spraying weed killer work shall be checked regularly by the officer in charge of work or the person assigned by him. The decision of inspecting authority will be final & binding.

9. The contractor shall comply with the provisions of payment of wages act 1936, minimum wages act 1948, Employer's liability act 1938, workmen compensation act 1923 or Employee state insurance act 1948 (Wherever made applicable by appropriate Government, industrial dispute act 1947, Maternity benefit act 1979, contract labour regulation & abolition act 1970 or any other modifications thereof or any other law relating thereto & rules made there under from time to time. The Contractor shall pay to the workers/labours at the rate prescribed by the Govt. of MP.

10. If owing to the breach of any of the provisions of relevant labour laws or any other relevant acts on the part of contractor, MPPTCL is held liable by the appropriate authority under these or any acts as breach, MPPTCL will have the right to deduct such amount from the bills/security deposits of the contractor. The contractor shall indemnify such losses as are incurred by MPPTCL resulting from his non compliance with the relevant statutory provisions.

11. The contractor shall arrange to get himself registered under the labour regulations & obtain the license etc from the concerned competent authority & produce the same for verification /inspection as & when required.

12. The contractor shall not sublet any portion of contract without the prior approval of competent authority.

13. Property/ Fitting or fixture if damaged by the contractor or workers engaged by him, the cost as fixed by the engineer in charge will be recovered from the bills.

- 14.** Withstanding anything contained herein, the contract can be terminated by MPPTCL by giving 30 days notice to the contractor without assigning any reason thereof & the contractor shall not claim any damage, cost etc for the remaining period of contract.
- 15.** The contractor shall not at any time cause or permit any nuisance in the premises of MPPTCL or to do anything which shall cause unnecessary disturbance or inconvenience to the MPPTCL employees or to their family members or any other persons.
- 16.** The contractor shall be governed in the Indian laws of court or the law applicable to the contract shall be the laws of courts of India. The court of Bhopal shall have jurisdiction in all the matters arising under the contract, including execution of arbitration awards under the specific clause of MPPTCL.
- 17.** The contractor shall have to arrange all tools & tackles at his own cost.
- 18.** All works shall be done as per enclosed bills of quantities to the satisfaction of Engineer in charge.
- 19.** The contractor will have to follow all rules & regulations pertaining to minimum wages act as notified by the MP Govt. applicable to project/site. He shall also be responsible for observing labour regulations in respect of labour welfare.
- 20.** Regarding despoil of refused material in our MPPTCL premises, you are suggested to make yourself complete personally aware with the work site, the area involved & the surrounding conditions as you would be deemed to have complete knowledge of actual site conditions once you quote your rates for the subject work.
- 21.** The contractor is required to strictly comply with compliance of contract labour (regulation Abolition) act 1970 , minimum wage act & provident fund act.

SECTION-III

3.01 DUE DATES OF PAYMENTS:

Payments would ordinarily be made on completion of work as mentioned in schedules-I turn basis as per queue whichever is later. The Company shall not be liable for any interest. The bill for payment will be submitted to the Engineer in charge of the work.

SCHEDULE-I

**TENDER SPECIFICATION NO. SE/T&C/NGD/TS-45/2017/1682 DTD.
23.12.2017 DUE ON DTD. 15/01/2018 UPTO 14:00 PM**

**Schedule for Quoted Prices & Quantities for Grass Cutting & Spraying Weed Killer
at 400 KV S/s, Nagda (For Period of One Year)**

Sr. No.	Particulars of work to be done	Quantity of work	Frequency	TOTAL AMOUNT FOR 12 MONTHS	
				Rate	Amount
A	Cleaning of grass weeds and shrubs from metal, non-metal area in live switchyard etc. And around control room building etc. excluding the area of foundations, roads and cable trenches etc. with a frequency of every Two month.	80055 Sq. mtr.	Every Two month		
B	Cleaning of grass weeds and shrubs from the vacant area with a frequency of every 4 (Four) month to maintain fire clearances.	23730 Sq.mtr	In Every Four months		
C	Spraying of Round-up (weed Killer solution) excluding the area of foundations, road and cable trenches flag stone etc .with a frequency of once every Six months.	80055 Sq. Mtr.	In Every Six months		
Total					
GST @%					
Total					
Say Rs					
Rs .					

Application of GST and its Rate :-

Tenderer's Name & Signature

With seal of Co.

SCHEDULE-I

**TENDER SPECIFICATION No. SE/T&C/NGD/TS-45/2017/1682 Dtd. 23.12.2017
Due on Dtd. 15/01/2018**

**SCHEDULE OF QUALIFYING REQUIREMENTS
(TO BE KEPT IN ENVELOPE -1)**

1. Whether copy of PAN Card No - Yes/No
in the Name of Bidder/ Firm is enclosed.

2. Whether copy of Certificate of - Yes/No
GSTIN/Gumasta in the Name of
Bidder/ Firm is enclosed.

3. Details of past experience of S/S or other Govt. offices of similar nature:-

Sr. 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 on opening and evaluation of tender.
2. The list of past works carried out in respect of grass cutting & spraying weed killer work category in other Govt. offices needs to be given.
3. If required addl. sheets may be used to furnish above information.