

 :07672 - 227056

MP POWER TRANSMISSION CO. LTD.



**TENDER SPECIFICATION NO.
TS-04/2018
FOR
PROVIDING SECURITY SERVICES
FOR 220KV SUBSTATIONS Birsinghpur.**

LAST DATE OF SALE : 30.01.2019

**LAST DATE OF SUBMISSION : 31.01.2019
up to 3.00 PM**

**DUE DATE OF OPENING : 31.01.2019
at 3.30 PM**

**Office of the
Superintending Engineer (T&C)
MP Power Transmission Co.Ltd.Satna**

Price: Rs.5,00/- + 60/- GST + 150/- (Postal charges).

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

TENDER SPECIFICATION NO.

TS-04/2018

FOR

PROVIDING SECURITY SERVICES

FOR 220KV SUB-STATIONS BIRSINGHPUR

DUE DATE OF OPENING OF TENDER: **16.02.2018 (AT 3:30PM)**

S/N	PARTICULARS	Page No.
1	Tender Notice	03-04
2	Tender form	05
3	Section-1 (Specification & scope of work)	06-10
4	Section-2 (General terms & conditions)	11-30
5	Section-3 (Special terms & conditions)	31-36
6	Schedule-1 (Earnest money)	37
7	Schedule-1A (Name of 220KV S/S)	38
8	Schedule-2 (Qualifying requirement)	39
9	Schedule-3 (Schedule of Questionnaire)	40
10	Schedule-4 (a)(i) Schedule of rate)	41
11	Schedule-5 (Details of ongoing works)	42
12	Schedule-6(i) (List of 220 KV S/s for which offer has been submitted)	43
15	Schedule-7 (Format for Solvency Certificate)	44
16	Schedule-8 (Schedule of departure/Deviation)	45
19	Annexure-I (Instructions to the Tenderer)	46
20	Annexure-II (Break up of total Labour cost)	47
21	Annexure-III (Format for Bank Guarantee)	48



SUPERINTENDING ENGINEER (T&C)
MADHYA PRADESH POWER TRANSMISSION COMPANY LIMITED,
SATNA (MP) TELEPHONE NO.; 07672-227056 Email- setnc_sta@yahoo.co.in

No. SE(T&C)/STA/PUR/ 2261

/Satna, Dt. 10/01/2019

TENDER NOTICE

Sealed tenders are invited from reputed, experienced and EPF Account Holder Security Agencies for providing round the clock security for watch & ward, for a period up to 31.12.2019 for 220KV & 132KV EHV substation . The Details are as under:-

Tender specification No.	Name of Substation	Cost of tender form	Earnest Money	Last date of sale of tender form	Due of submission of tender document
TS-04/2018	Tender for providing security services for 220KV S/s Birsinghpur under Testing Dn. Shahdol.	Rs.560/-	8000/-	30.01.2019	31.01.2019
TS-05./2018	Tender for providing security services for 220KV S/s Anuppur under Testing Dn. Shahdol.	Rs.560/-	8000/-	30.01.2019	31.01.2019
TS-06/2018	Tender for providing security services for 132KV S/s Waidhan under Testing Dn. Rewa	Rs.560/-	7000/-	30.01.2019	31.01.2019

QUALIFYING REQUIREMENT:-

1. The tenderer/bidder should have experience for providing Security in reputed organization preferably in Govt. & Public Sector/autonomous body for at least one year. (Attach list of clients as above along with satisfactory performance certificate from such clients).

2. In respect of such security agency who are bidding first time and having no past experience in their own name, they shall also be considered for Providing Security Services work of bote more than one No. Sub-stations. However, tenderer should fulfill all other qualifying criteria as for the experienced tenderer.

3. The tenderer/bidder should also furnish the following documents.

- a. Income Tax return for last 3 years.
- b. EPF, Goods & Service Tax registration.
- c. License to engage in the business of Private security Agency (issued by MP Govt.).
- d. Solvency certificate in prescribed format issued by scheduled bank (Schedule-7).
- e. Registration under Contract Labour Regulation act and ESIC. If the same are not available presently an under taking from the bidder for submitting the same before taking over the substation.

4. In case of individual bidder, he himself should possess the qualifications as above (1 to 3).

5. While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, Tenderer/Bidder will also take in to account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such tenderers who have poor track record of performance in earlier contracts are liable to be rejected.

In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contracts.

6. All the tenderers will be required to furnish valid solvency certificate in the prescribed format issued by scheduled bank. The firm should have valid solvency of `1.50 lac per Substation including ongoing similar works & a copy of income tax return for last three year.

7. The strength of Guards for these substations shall be as under:-

a) Three unarmed uniformed security guards will be deployed in "A" shift (Night shift) and two no. unarmed uniformed security guards will be deployed in "B" & "C" shift (i.e. day & evening shifts) for 220KV substation.

b) Two Nos. Each unarmed uniformed security guards will be deployed in "A", & "C" (Night & Evening) & One No. unarmed uniformed security guards will be deployed in "B" shift i.e. day shift for 132KV susbstation Waidhan.

8. PURCHASE OF TENDER DOCUMENTS :-

The tender documents can be obtained from the office of the undersigned on payment by DEMAND DRAFT only drawn in favour of R.A.O. MPPTCL, Jabalpur, payable at Jabalpur. Last date of sale of tender document shall be one day prior to due date of tender opening. Postal charges of Rs.150/- shall be payable extra, if required.

TENDER RECEIPT AND OPENING :-

The offers against above tender should reach this office not later than 3.00 PM on which shall be opened on the same day at 03:30 PM.

SUPERINTENDING ENGINEER(T&C)
MPPTCL, SATNA

MP POWER TRANSMISSION CO. LTD.

TENDER SPECIFICATION NO.

TS-04/2018

TENDER FOR PROVIDING SECURITY SERVICES FOR 220KV S/S
BIRSINGHPUR UNDER TESTING DN. SHAHDOL

Sr.No. : _____
Issued to : _____
Cost of Tender document : Rs. _____
Received vide DD/Banker's cheque : _____
Name of Bank : _____

Signature & Seal of issuing officer.

MP POWER TRANSMISSION CO. LTD.

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Power Trans. Co.Ltd. (herein after referred to as company) to provide security services and execute and do the several works and things which are described or referred to in the enclosures and schedules to the tender specification No. **TS-04/2018** copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the Contractor (Security Agency) in a thoroughly good and workmen like manner and to perform and observe the provisions and agreements or the part of the Contract contained in or reasonably to be inferred from the said Tender document for the sums and at the rates set out in schedules annexed hereto.

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

Dated this _____.

Signature,

Name & Seal of Bidder/Tenderer

**SPECIFICATION AND SCOPE OF WORK
FOR PROVIDING SECURITY SERVICES
FOR 220KV SUB-STATION BIRSINGHPUR UNDER TESTING DN.
SHAH DOL**

SECTION-1

Section-I

SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for providing security services for round the clock watch & ward of 220KV Sub-stations. The details of work to be carried are as under:

- 1.1** The Security Services for round the clock ward and watch of each of the substation covered in the instant tender are to be provided for a period of 03Months from the date of handing over of respective substation.
- 1.2** The Security Agency must provide at least 1 set of properly fitting Uniform (Grey shirt & Black pant) with Belt, Cap, shoes, name plate, identification card & Agency Mono displaying "Security" etc. to the Guards deployed under this contract.
- 1.3** The cane sticks, whistles, and torches to all security guards deployed in the substation will have to be provided by the Security Agency at their cost. In addition to this, 2 sets of raincoats for 220 KV S/s and also will have to be provided by the Security Agency
- 1.4** The administrative control over the workmanship of Agency will be of the In-charge of the Testing/Substation Divisions. They are empowered to take suitable action against the Agency.
- 1.5** The Security Agency shall submit the bill monthly to the concern EE(Testing/Substation) MPPTCL who will transmit the same to the concerned RAO, MPPTCL after due verification for making the payment.
- 1.6** The Security Agency will have to provide copy of Police Verification Certificates for the persons in their respective names regarding their non involvement in any police case / crime etc. while deploying security guards for security arrangement of EHV sub stations to the concern EE(Testing/Substation) MPPTCL to his satisfaction.
- 1.7** The Security Personnel provided by the Agency on hire basis will adhere to proper conduct and responsibility to ensure safety of material of MPPTCL inside the premises of Substation and should take due and reasonable care in protecting it from any outside miscreants.
- 1.8** The Security Agency shall follow the provisions of Rules and Regulations framed by the Govt. and applicable under this security contract.

- 1.9** On the occurrence of an accident which results in the death of any workman / employees of the contractor (Security Agency) or which is so serious that may result in the death of any workman, the contractor (Security Agency) shall within 24 hours of the happening of such accident, intimate in writing concerned engineer of the MPPTCL and all concerned government departments/ agencies, the details of such accident. The contractor shall be deemed to have indemnified and served harmless to the MPPTCL against all actions, suits, claims, demands, expenses in connection with injuries suffered or death in respect of the person employed by the agency for this contract or losses/ expenses/ damages sustained by MPPTCL resulting directly or indirectly from his failure to give intimation to all concerned including the penalties or fines if any payable by the MPPTCL as a consequence of MPPTCL's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provision of said or related Acts in regard to such accident.
- 1.10** All costs, damages or expenses which the company may have paid under the contract, will be deducted by the MPPTCL from any money due or becoming due to the contractor or may be recovered by the action under the law or otherwise recovered from the contractor as an arrears of the land revenue.
- 1.11** No idling charges will be payable by the MPPTCL for any reason whatsoever to the contractor (Security Agency) for the stoppage of the work.
- 1.12 Strength of Guards:-**
- a)** Three unarmed uniformed security guards will be deployed in "A" shifts (Night shift) and two nos. unarmed uniformed security guards will be deployed in "B" & "C" shift (i.e. day & evening shifts) for 220KV substation Birsinghpur.
- b)** Two nos. unarmed uniformed security guards will be deployed in "A", & "C" shift (Night & Evening) & 1No. for 132KV substations.
- Patrolling inside the substation will be done one by one. During patrolling by one guard the other will be at the main gate in case of Sr. No. (a)
- 1.13** On absence of any guard, the agency will immediately arrange the substitute guard with due permission of engineer-in-charge failure to engage suitable replacement a penalty as per relevant clause of this tender shall be imposed.

- 1.14** Agency will provide whistle to guards for alarming which shall be whistled at an interval of 20 minutes during 6 PM to 6 AM every day.
- 1.15** The agency shall have to rotate the shift duty of unarmed guards weekly. The Shift Rota shall be got approved from the s/s in-charge by the agency. Every deployed guard shall be entitled for 1 weekly off.(i.e. 1 day after every 6 days) mandatorily. Therefore the contractor will have to arrange for reliever accordingly
- 1.16** If the guard on duty is found having unauthorized or unarmed uniformed or *unlicensed arms* and the action is taken by the concerned department related with arms /crime than the Agency shall be held responsible for all the liabilities.
- 1.17** If on checking, any guard is found sleeping or found absent from duty then action will be taken against the agency.
- 1.18** If any theft/ malpractice occurred in duty hours of guards due to absence, sleeping or negligence then the total cost of theft / damage may be recovered from the agency.
- 1.19** The responsibility for payment of minimum wages including variable DA & other benefits as declared by the Labour Commissioner / Govt./ District Authority from time to time, to security guards will be on the part of the security agency. Payment by the MPPTCL to the security agency shall be as per contract rate in which the labour cost (prevailing minimum wages and EPF, ESIC while, applicable on minimum wages) shall be variable on revision of it by Labour Commissioner from time to time . Whereas the service Charges quoted shall remain FIRM for complete contractual period. No extra wages on account of over time etc. shall be payable by MPPTCL.
- 1.20** The security agency shall make the regular payment of salary and wages to its personnel's engaged by the agency under the contract, as indicated an clause No. 1.29 and 1.30 of Section-3. A duplicate copy of salary sheet duly signed by each security guard alongwith requisite proof of payment of minimum wages(account statement), EPF(challan/ECR), ESIC if applicable shall be submitted by the security agency as indicated in clause No.31, Section-2 alongwith the bills every month to the EE (Testing/Substation Dn.).
- 1.21** All the security guards have to be insured mandatorily under ESIC scheme if applicable to the area from "Workmen Compensation Act", Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc.for accident cover etc. as per Govt. rules in force. The agency will be fully responsible for the workmen engaged, injured or met with any type of accident during the course of contractual period or any

extended period. In this connection all the claims raised by the affected person due to any minor or major injury or accident shall be fully paid by the contractor(Security Agency) whatsoever. MPPTCL shall not accept any liability in this regard.

- 1.22** All the financial and other liabilities (i.e liability of payment of minimum wages, ESIC mandatory wherever applicable, EPF liabilities, insurance under Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc.) of the security guards will be of Agency MPPTCL will not be having any responsibility in case of mishandling, accident or death of any security guards.
- 1.23.**The security guards employed by the agency may be used for security outside or inside the Substation.
- 1.24** The security guards should have Identify Card issued by the Security Agency.

**GENERAL TERMS AND CONDITIONS
OF CONTRACT FOR PROVIDING SECURITY SERVICES
220KV SUB-STATIONS BIRSINGHPUR**

SECTION-2

Section-2**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY SERVICES FOR 220KV S/s Birsinghpur.**

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

Envelope-1 : Earnest Money:

This should contain the following:

- i. Tender cost, if tender is downloaded.
- ii. Earnest Money
- iii. Tender form, duly signed (original/downloaded)
- iv. **Schedule-I** (Details of Earnest Money).
- v. **Schedule-6(i)**, (*List of 220KV substation, for which offer has been submitted, along with order of preference*)

Envelope-2 : Qualifying Requirement:

This should contain the following:

- i. A copy of allotment of EPF Code No. issued by Regional Provident Fund Commissioner
- ii. A copy of GST registration certificate.
- iii. Income Tax return for last 3 years.& copy PAN card in the name of Firm's/Contractor
- iv. License to engage in the business of Private Security Agency (issued by MP Govt).
- v. Details of experience along with documentary proof of satisfactory performance.
- vi. **Schedule-2** (Schedule of qualifying requirement)
- vii. **Schedule-5** (Details of ongoing works with the contractor).
- viii. Solvency certificate, in the prescribed format (**Schedule-7**) issued by banker's.
- ix. Any other related information which tenderer desires to furnish.

Envelope-3 : Technical & commercial conditions:

This should contain the following:

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

Envelope-4 : Price Bid:

The price bids for 220 KV S/s in **Schedule-4(a)(i)** & shall be sealed & covered in separate envelop super scribed with "**Schedule-4(a)(I)Price Bid for watch and ward of 220KV substation Birsinghpur**". All the envelopes prominently.

Note:- * please indicate 'a' for 220KV.

**please indicate serial No. of substations as per Schedule-6 (i) for 220KV substations

2. EARNEST MONEY

2.1 The Tenderer shall deposit the Earnest Money amount according to Nos. of Substations for which offer has been submitted. The EMD is to be submitted according to no. of sub stations offered by tenderer in the prescribed form stipulated in the following clauses in the tender. The Earnest Money amount **for 220KV S/s Birsinghpur is Rs. `8000/-**. The Tenderer shall indicate substation being offered by him alongwith EMD amount required to be submitted in schedule-1 and names of 220 KV substations being offered in 1 (a),

2.2 The required earnest money in the proper form should be deposited by the tenderers in a separate cover duly superscripted "**Earnest money**" **along with tender specification No. and due date**. In case earnest money is deposited in cash, the same should be deposited with the Regional Accounts Officer MPPTCL, Jabalpur in which case the tenderers should submit the money receipt in the office of the Superintending Engineer (T&C), M.P. Power Trans. Co. Ltd, Satna prior to the due date and time of tender opening. The amount of earnest money required to be deposited as per clause-2.1. The details of earnest money shall be indicated in **Schedule-1** and be kept in the same **Envelope-1** of earnest money (Part-I).

2.3 The Tenderers are permitted to quote for any no. of S/s from the list as per qualification criteria and required to pay earnest money, as indicated in clause no.2.1. according to Substations offered by him.

The price bids for individual substation shall be submitted in designated "Schedule of rate" {Schedule-4()(**)}in exact manner and fashion indicated in above mentioned clause under Para 1.2 "Price Bid. Bidders shall invariably mention their order of preference in Schedule-6(i) for 220 KV & Birsinghpur S/s.*

Note:-for '*' and '**' please refer "Note" of Clause No. 1.2.

2.4 The earnest money can be deposited in any of the following forms only:

2.4.1 (i)For offers in which total EMD amount is less than `2.00 lacs

(a) In cash, which may be deposited with the Regional Accounts officer MPPTCL, Jabalpur.

OR

- (b) By Bank Draft/Banker's cheque payable at Jabalpur which shall be drawn in favour of Regional Accounts Officer MPPTCL, Jabalpur.
- OR
- (c) The earnest money may also be deposited in the form of Bank Guarantee in the prescribe format enclosed (Annexure-III).

2.4.2 (ii) For offers in which total EMD amount is more than `2.00 lacs

The earnest money shall be deposited in the form given in clause 2.4.1(i) (b) and (c) only if the amount of EMD, for total no. of substations for which bid is to be submitted, exceeds `2.00 lacs.. Cash will not be accepted if EMD exceed ` 2 Lacs

2.4.3 In case of Bank Guarantee, the same should be issued by any of the Nationalized/Scheduled Bank strictly as per company's (MPPTCL) proforma enclosed(Annexure-III). The B.G. shall be valid for a period of at least 15months which shall be extended suitably, if required by MPPTCL.

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

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

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

2.7 If, Earnest money amount is not found submitted or the earnest amount is found inadequate then the offer shall be summarily rejected and shall not be read out.

2.8 In case earnest money is deposited in cash with the Regional Accounts officer MPPTCL, Jabalpur the details of money receipt number, date, etc. should be submitted in separate sealed cover on/or before due date of submission and specified time.

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

2.10. 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 bank draft No. &

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

- 2.11. The tender shall be valid for a period **up to 31.12.2019** from the date of opening of price bid. The Company reserves the rights to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period. The earnest money Deposit will be refunded to the unsuccessful tenderers.

3.00 QUALIFYING REQUIREMENT:-

3.1. The tenderer/bidder should have experience for providing Security in reputable organization preferably in Govt. & Public Sector/autonomous body for at least one year. (Attach list of clients as above along with satisfactory performance certificate from such clients).

3.2 In respect of such tenderer/bidder who are bidding first time and having no past experience in their own name, they shall be considered for Providing Security Services work of only one no. Sub-station. However, tenderer should fulfill all other qualifying criteria as for the experienced tenderer.

3.3 The tenderer/bidder should also furnish the following documents.

- a. Income Tax, return for last 3 years.
- b. EPF and GST registration certificate.
- c. Valid License to engage in the business of Private Security Agency (issued by MP Govt.).
- d. Solvency certificate in prescribed format issued by scheduled bank (**Schedule-7**).
- e. Registration under Contract Labour Regulation act and ESIC. If the same are not available presently an under taking from the bidder for submitting the same before taking over the substation.

3.4. In case of individual bidder, he himself should possess the qualifications as above (3.1 to 3.3).

3.5 While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, purchaser will also take in to account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such Security Agencies who have poor track record of performance in earlier contracts are liable to be rejected.

In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contracts.

3.6 No. of Substations, for which a tenderer will be awarded contract for providing security services for watch & ward of 220KV Substations, shall be decided considering his past performance and financial capacity on basis of solvency certificate submitted by them, in the enclosed format.

- 3.7 All the tenderers are required to furnish valid Solvency certificate of their Scheduled bank in the prescribed format. Solvency shall not be more than 6 months earlier from the date of opening of tender. The firm should have valid solvency of `150 lakh per substation including ongoing similar works & a copy of income tax return for last three years.
- 3.8 While finalization of award of contract against this tender, due consideration would be given to financial capability of the tenderer based on solvency certificate, as also contract(s) already awarded to the tenderer and their execution status. The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past contracts or where unjustified and substantial delay has already occurred in execution of past contract.

4. TENDER PROCEDURE:-

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

Part - I Earnest Money (Envelope-I)

It shall contain Tender cost, EMD, **Schedule-1**, Complete tender documents including Tender form (in original form) duly signed on each page. It shall invariably include related information on EMD as sought in the specification.

Part - II

(i) Qualifying Requirements (Envelope-II):

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

(ii) Technical & commercial conditions (Envelope-III) It shall contain **Schedule-3 & schedule-5** and related information:

Part - III Price Bid (Envelope-IV):

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

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

qualifying requirements as per clause-3 and terms & conditions of specification shall be returned un-opened. The discretion in this respect shall entirely be with the Company and binding on all the tenderers.

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

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 tender specification. These conditions are very essential otherwise, the tender will be liable for rejection.

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

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

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

- 4.7** It is obligatory for the tenderers to purchase tender document or tender document cost is to be submitted along with tender form (in case if tender document is downloaded) otherwise offer(s) received from them will not be opened/accepted.

- 4.8** Corrections/ changes made in the offer (bid) by the tenderer shall bear the initials of the person signing the tender.

5. MODIFICATION & WITHDRAWAL OF BIDS:

- 5.1** Under no circumstances, the tenderers are allowed to modify their prices once their price offer is submitted. Further, no discount letter would be accepted after submission of price bid before due date.

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

6. DUE DATE FOR RECEIPT AND OPENING OF TENDER:

- 6.1** Tender along with earnest money comprising Part-I, II & III shall reach the O/o SE(T&C), MPPTCL, Satna on or before **30.01.2018** (due date of submission of tender) up to **3.00 P.M.**

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

6.3 Part-I & II of the tender shall be opened in the O/o SE(T&C),MPPTCL, Satna on **31.01.2019** (due date of opening of tender) at **3.30 P.M.**

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

7.0 SUB-LETTING OF CONTRACT:

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

8.0 NEGLIGENCE:

If the contractor (Security Agency) shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provisions of the contract, the Company may give ten days notice in writing to improve the performance. Should the contractor(Security Agency) 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(Security Agency) 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(Security Agency's) hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor(Security Agency) shall be entitled to retain the balance which may be otherwise due on the contract by him to the contractor (Security Agency) or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed to the satisfaction of engineer-in-charge by the contractor(Security Agency), Company may at its option can get the work done through some other agency at the cost and risk of the contractor (Security Agency) 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.

9.0 DEATH BANKRUPTCY etc.

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

10. INSPECTION:

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

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

11. ENGINEER'S DECISION :

In respect of all matters, which are led 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 Security Agency, give in writing decision thereon and his reasons for such decision. All decisions of the Engineer shall be subject to the right of arbitration reserved by these general conditions.

12. CONTRACTOR'S REPRESENTATIVE AND WORKMEN :

The contractor (Security Agency) may employ his competent representative(s), whose name(s) shall have previously been communicated in writing to the Engineer by the contractor (Security Agency), to supervise the work. Any written order or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the security agency, may give to the said

representative of the contractor(Security Agency) shall be deemed to have been given to the contractor(Security Agency).

The Engineer shall be at liberty to object to any representative or person employed by the contractor (Security Agency) in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the contractor (Security Agency) 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(Security Agency's) expense.

13. LIABILITY FOR ACCIDENTS AND DAMAGES:

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

The contractor (Security Agency)shall, during the execution of the work, properly protect the substation from injury which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto which until the same be or be deemed to be taken over under clause of this specification may arise or be occasioned by the acts or omission of the contractor or his workmen and all losses and damages to the substation arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor (Security Agency) and to the reasonable satisfaction of the Engineer.

Until the contract shall be or be deemed to be taken over as aforesaid, the contractor (Security Agency) shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but 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 (Security Agency) has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

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

In the event of any claim being made or action brought against the Company involving the contractor (Security Agency) and arising out of the matters referred to and in respect of which the contractor (Security Agency) is liable, under this clause, the contractor (Security Agency) 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 (Security Agency), 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 (Security Agency), afford all available assistance for any such purpose.

14. DEDUCTIONS FROM CONTRACT PRICE:

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

15. CERTIFICATE OF ENGINEER:

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices, particulars of the work executed and the certificate as to such work is reasonable in the opinion of the Engineer in accordance with the contract, shall be issued

within seven days if possible or within such time of the application for the same as is reasonably necessary for communication with the site.

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

16. RESPONSIBILITY OF CONTRACTOR(SEcurity AGENCY):

The contractor(Security Agency) shall be responsible for carrying out the works covered under the scope of the contract according to the terms and conditions of the order. All the work of providing security services at various EHV Substations should be done accordingly as per approved norms. Deviations, if any, from the approved/specified conditions shall be brought to the notice of the SE(T&C), MPPTCL, Satna. His decision shall be final and communicated through site Engineer. If at a later date, it is found that the contractor(Security Agency) 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(Security Agency) for carrying out such works shall be recovered.

17. REGULATIONS OF LOCAL AUTHORITIES:

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

All works shall be executed in accordance with the provisions of the Private Security Agencies (regulation) Act, 2005 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer. The Agency shall possess or obtain a valid working Permission/license from the concerned dept. for security services before commencing the work.

18. ABANDONMENT OF CONTRACT:

Abandonment of responsibilities accepted by the contractor (Security Agency) under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, contractor (Security Agency) wishes to discontinue the providing security services for **watch & ward of 220KV Substations Birsinghpur** 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 **providing security services** of the substation from the date of expiry of notice period. In such case action as per tender clause **no.19, Section-2** shall be taken.

19. TERMINATION OF CONTRACT:

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

- a. Cancel the contract without any liability on MPPTCL's side by giving 10 days notice to the contractor.
- b. Forfeit the security deposit.
- c. Penalty equal to one month charge shall be recovered.
- d. MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
- e. In the event of termination contract on the basis of unsatisfactory 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.

20. ARBITRATION :

If at any time any question, dispute or difference whatsoever shall arise between the purchaser/ Company the engineer and the contractor upon or in relation to, or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication to the SE(T&C) MPPTCL or to any other person nominated by him 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.

21. PAYMENT:-

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

22. Taxes & Duties :

The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.

The payment/deduction of various taxes duties shall be made as per prevailing rules and statutory requirement of this contract as given hereunder:-

As per prevailing circular/rule 100% GST at prevailing rates shall be payable by MPPTCL directly to the concerned taxation authority. Therefore, No GST shall reimbursed/payable to the contractor. In case of any changes in GST rates/rules the same shall be payable within contractual obligation period @ and as per rule.

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

23. DISPUTES:-

- a) Security staff engaged by the contractor shall not have any legal right for engaging them in regular establishment of MPPTCL during the contract or on expiry of contract. Further, such Security Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.
- b) Contractor will have to execute an indemnity bond on Non-Judicial Stamp Paper of value as per prevailing State Govt. rules

undertaking thereby to indemnify in case of any loss to the Company resulting from their fault.

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

24. RATES:

In "Price Schedule" Schedule-4, Part-A, the Labour cost {Min. wages, EPF & ESIC (if applicable) on wages at prevailing rates} for various categories involved for complete scope of work for respective Sub-station have been indicated. The Labour charges indicated in Part-A of Schedule-4 are based on Min. wages declared by Labour Commissioner GoMP as on Dtd.01.10.2018 for various categories. The breakup of labour cost has been indicated as per Annexure-II. The bidders are required to quote their rates for Service Charges only in the Part-B of respective "Price Schedules" Schedule-4. The Service Charges shall include all the expenditures other than labour cost viz. insurance under Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc., various incidentals, overheads, administrative and supervision charges/ expenses etc. involved in the bidding and execution of the work as per scope of the tender and also the profit of the contractor. The Service charges shall remain FIRM for complete contractual period irrespective of variation in Min. wages and/ or rates of inflation. While, the Labour Charges shall vary in accordance with revision of minimum wages by Labour Commissioner from time to time. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, fixed) of Schedule-4 shall be payable to the L-1 bidder after seeking award. For obtaining the payment of total labour cost indicated in Part-A of the price schedule, the successful bidder shall have to submit proofs/evidences regarding the payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. **After revision of the min. wages the labour cost shall automatically revised accordingly on the basis of revised minimum wages and as per calculation in Annexure-II.**

25. PERFORMANCE:-

The Officer in-charge will issue a notice to the Contractor specifying the various areas wherein performance of the Contractor has been found to be un-satisfactory and the Contractor will have to

ensure that explanation to the notice is furnished within one weeks of receipt of the same along with supporting documents to substantiate his explanation. In case explanation is not found to be tenable, then,

after issue of first notice and receipt of explanation, 25% of the charges for that particular month will be deducted as penalty.

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

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

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

26. RIGHT TO REJECT OFFERS:-

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

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

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

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

27.2 The successful tenderers will be required to furnish security deposit @ 10% of value of contract. Out of which he will have to deposit @ 5% of the value of contract in the form of pay order or demand draft or banker cheque drawn in favour of Regional Account Officer MPPTCL Jabalpur **within 10 days from the date of intimation given by engineer-in-charge to take over the substation** (i.e. at the time of completion of contractual formalities). Remaining 5% security deposit shall be deducted in 03 equal installments from monthly bills of the contractor. The security deposit shall be returned to the successful tenderer only after expiry of contractual period on faithful performance of the terms/condition of the order, after verifying the liabilities on satisfactory completion of contract and verification of deposition of EPF with concerned EPF authority and if

there is no claim for recovery against the contractor. No interest will be payable on the security deposit.

- 27.3** The Earnest money amount of successful contractor deposited along with tender shall be released after confirmation of completion of contractual formalities. No interest will be allowed on cash deposit. The security deposit shall be returned to the tenderer only after expiry of contractual completion period on faithful performance of the terms/condition of the order, satisfactory completion of the contract and if there is no claim for recovery against the contractor.
- 27.4** The successful tenderer will also submit an indemnity bond towards the safe custody of substation premises including various equipments, material, building etc. The proforma of indemnity bond would be furnished on acceptance of tender.
- 27.5** If the successful tenderers fail to enter in to formal agreement and fail to deposit required security deposit within stipulated period, the company shall have the option to the cancel contract and forfeit the earnest money deposit and may take action to debar the tenderer from the future business in MPPTCL.
- 27.6** If the contractor shall die or commit any act of bankruptcy or commence to wind up or carry on its business under receiver, the executors, successors or other representative in-law of the Estate of the contractor or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to M.P.P.T.C.L. and shall, for one month, during which he shall take responsible steps to prevent stoppage of the works, have the option for carrying out the contract subject to his or their providing such guarantee as may be required by M.P.P.T.C.L. but not exceeding the value of the work for the time being remaining un-executed.
- 28. Commencement, contractual period & extension order:-**
- 28.1** The contractual period shall be up to 31.12.2019 w.e.f. the date of taken over of the sub-station premises by the contractor after completing all contractual formalities as mentioned above. The date of taken over of s/s shall be intimated by Engineer-in-charge. Contractors are bound to takeover the s/s on or before the date given by Engineer-in-charge.
- 28.2** If the performance of the contractor is found satisfactory we made place extension order on the basis of satisfactory performance of the contract, on mutual agreement basis for further period of 6 months, on the same, terms & conditions, A further extension order on the basis of satisfactory performance of the contract may also be considered for a maximum period of 6 months.
- 29. Insurance:-**
- 29.1.** The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engaged by him from any of IRDA approved General Insurance Companies

against, all liabilities under the workman's compensation act in case of death or bodily injury, payable to any worker and damage to property of the third persons. In addition the contractor shall ensure his employees for additional Insurance under "**Pradhan Mantri Jeevan Suraksha Yojna**" & "**Pradhan Mantri Jeevan Jyoti Yojna**". Apart from this, insurance under ESIC is also mandatory if applicable to the area.

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

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

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

30.1 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act.1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time. It is mandatory for the contractor to get allotted unique ID & passwords to each employees engaged by him on the work as per recent guidelines of EPF organization in this regard.

30.2 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

30.3 The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance.

31. Submission of document along with monthly bill :

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

31.1.1 List of employees (giving name and qualification) engaged by the contractor.

- 31.1.2 Attendance sheet of staff on duty during the month, verified by authorized representative of EE.
- 31.1.3 A copy of insurance policy covering all liabilities under the Workman's Compensation Act and if applicable ESIC payment and registration in ESIC showing the name of each employee. (ESIC charges indicated in price schedule shall be payable against proof of payment made to ESIC towards 4.75% contribution of employer). The payment of ESIC shall not be made in those area where this facility is not available. If change on this head is claimed by the contractor, supporting documents shall necessarily be enclosed along with bill (s).
- 31.1.4 Proof showing enrollment/registration of each employee in Pradhan Mantri Bima Suraksha Yojna & Pradhan Mantri Jeevan Jyoti Yojna.
- 31.2 With first bill, the contractor is not required to submit any proofs/documents other than mentioned above, while for subsequent bills following documents in addition to proofs/documents mentioned above (if felt necessary by EE) would be required mandatorily.
 - 31.2.1 Details of payment made to the staff and Proofs (copy of account Statement of each employee) showing receipt of payment at the prevailing minimum wages for preceding month.
 - 31.2.2 Documentary evidence of remittance of employees and self EPF contribution to EPF Authority on monthly basis. The contractor shall submit photocopy of the Bank challan if deposited through bank (showing payment of EPF for preceding months in respect of all the employees made by him to EPF authorities as per. EPF act) with monthly bill. However, original challan shall be submitted to concern Executive Engineer for verification. The concerned Executive Engineer shall verify photocopy with original and put a Mark as verified on the original challan accordingly along with signature/seal and return the same to the contractor. In addition to this, copy of ECR showing payment of EPF contribution for previous month may also be submitted to the division office along with the bill.
- 31.3** The last and final bill should accompany all the proofs/documents as indicated above. The contractor will have to make the payment to staff on prevailing minimum wages while the bills shall be passed on the basis of order rates however, he may claim the difference subsequently after revision of the order.

32. Penalty

- 32.1 In case of absence of any deployed employee, the contractor shall make arrangement of equivalent substitute for such absence period with concurrence of concerned EE(Testing). In case of failure to arrange suitable substitute, a penalty @ Rs.200/- per shift per employee shall be imposed in addition to deduction of wages for such period. If any employee is not found suitable for the work, the contractor will have to replace the employee with suitable one, agreeable to concerned EE(Testing). In case of failure to depute suitable replacement, the work may not be carried out through such unsuitable employee and penalty/deduction shall be imposed/affected as discussed earlier
- 32.2 In case substation is found unattended (i.e. none of guards of the contractor is present in the substation), then 20% of a monthly charge shall be recovered as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited.

33 Duty Hours & Weekly Off:

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

**SPECIAL TERMS AND CONDITIONS
OF CONTRACT FOR PROVIDING SECURITY SERVICES
AT 220KV SUB-STATION & Birsisnghpur**

SECTION-3

Section-3

SPECIAL TERMS AND CONDITIONS

1.1 Before actually deploying the security guards, the contractor should be made to submit 4 photographs of each proposed Security Guards with police verification records with complete and certified permanent home address and local address. One each of these copies for:-

- i. Office record.
- ii. Identity Card.
- iii. For submitting to the local police station, where these guards are deployed.
- iv. Another photo graph displaying side profile of the individual concerned.

Name of the individual should be written on the back of all photographs. The office record should also have identifiable permanent marks on body of the individual.

1.2 The employee to be engaged by the Security Agency for **providing security services for watch & ward of 220KV Substation Birsinghpur** to be personally introduced to the EE, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, EE may ask the Security Agency to arrange police verification report. The **persons** approved by the EE **will not be changed without permission of EE** i.e. the removal/ deployment of persons will be done with consent of the EE.

The Security Agency will have to engage Guards of minimum 10th pass, having age not below 18 Yrs.& not above 45yrs. Preference shall be given to Ex-servicemen and in case of non-availability of Ex-servicemen, the Security agency may be asked to submit a certificate to the effect that agency made their best efforts to secure services of Ex-servicemen, and non-Ex-servicemen if any, have been deployed or shall be deployed only in case of non-availability of Ex-servicemen, despite the best efforts to avail the same.

If Guard employed at any stage is not found **qualified, approved** & adequate and that the Security Agency has not taken due action to employ the required staff in-spite of notice given to him in writing by the EE, the later shall have power to recover from any payment due to the Security Agency by way of penalty a sum equal to the estimated salary of the unqualified/inadequate staff so employed.

The criterion of the Ex-servicemen may be include RPF, CRPF, ITBP and other SSB and other armed forces of Govt. of India or various State Government.

- 1.3 The Security agency concerned shall submit a certificate that they have complied with, they are complying with and they shall comply with the provisions of the Private Security Agencies (Regulation) Act.2005 and rules made there under and all other relevant law/rulings/notifications and so on.
- 1.4 It should be mandatory for security agency to ensure that any Guard when he leaves the duty or is made to leave from the site where he had been deployed, he should submit his identity card to the authorities and if any failure occurs on this ground, information should be given immediately to the local police as well as Officer looking after the Administration of the Organization.
- 1.5 It should be made mandatory for the security agency concerned that before actually deploying Guards, they should obtain character/antecedent certificate about the individual concerned from the police station of his permanent residential address and from all those police stations where under he has resided for more than a specified period. The specified period may be from 1 to 3 years.
- 1.6 The Security agency concerned shall follow instructions of the local District Police of the local Police station in whose jurisdiction the place of deployment and the office from which the deployment is done, falls.
- 1.7 The hours of work for the Guard employed by the Security Agency shall conform to the hours fixed as per Factory Act. The daily and weekly hours of work and over- time work will be regulated in accordance with the provisions of the minimum wages act, 1948 or any other similar law in force as amended up to date.
- 1.8 Every Guard shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.9 The Security Agency shall be responsible for deduction towards E.P.F. & ESIC (if applicable) contribution from workers and remittance to E.P.F. and ESIC authorities together with employer's contribution as per EPF/ESIC rule. **The prescribed yearly format duly verified/ accepted by EPF and ESIC authority shall be submitted to the Engineer-in-charge along with bill of retention amount for confirmation of deposit of EPF of individual Guard engaged by the Security Agency with concerned authority. Otherwise the retention amount will not be released.**
- 1.10 The Security Agency shall be responsible for payment of wages to each Guard employed by him in accordance with the provisions of the law.

- 1.11** A representative duly authorized by the Principal employer shall be present at the time of disbursement of wages by the Security Agency and Security Agency will certify the amount paid as wages.
- 1.12** The Security Agency shall ensure the disbursement of wages timely complying procedure, form & fashion as mentioned in clause NO.1.29 & 1.30 subsequently.
- 1.13** In case the Security Agency fails to make payment of wages of remittance of E.P.F. and ESIC contribution in accordance with the provisions of the law. The bill passing authority shall have the right to hold the amount equivalent to sum of EPF and ESIC for the such period till contractor may produce the documentary evidence for having paid the above amount to concerned authority.
- 1.14** The Security Agency shall obtain necessary license and competency certificate from the competent authority to the Guard employed by him.
- 1.15** The Security Agency shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the Company with any of the nationalized General Insurance Companies against, all liabilities under the workman's compensation act in respect of death or bodily injury payable to any worker and damage to property of the third persons.
- 1.16** During the continuance of this contract, the Security Agency shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 1.17** In every case in which by virtue of the provision of section 12, subsection (i) of the workmen's compensation Act 1923 the Company is obliged to pay compensation to workmen employed by the Security Agency in execution of the works, the Company will recover from the Security Agency the amount of the compensation so paid and without prejudice to the right of the Company under section 12 subsection (ii) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company to the Security Agency whether this contract or otherwise. Company shall not be bound to context any claim made against it under section 12, sub- section (i) of the said act, except on the written request of the Security Agency and upon his having given to the Company fully security for all costs for which the Company might become liable in consequence of contesting such claim.
- 1.18** The security of the Substation premises, including control room building and EHV equipments, and other things belonging there in having been handed over to Security Agency, shall remain at the risk and sole charge of the Security Agency till completion of contract

period and till completion certificate has been obtained from engineer in-charge.

- 1.19** On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the Security Agency the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sums due or which may become due to the Security Agency by Company or otherwise howsoever.
- 1.20** No child labour/Guard should be employed by the Security Agency.
- 1.21** The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the Security Agency and in such cases, the expenditure shall be recovered from the Security Agency. The Security Agency shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.
- 1.22** The period of the Contract shall be period **up to 31.12.2019** from the date of handing over of site. The Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 10 days notice without any liability on MPPTCL's side.
- 1.23** The Security Personnel deployed towards security of S/s shall in no way interfere, hamper or stop normal operating/ maintenance activities being carried out by staff of MPPTCL or other private agencies delegated on the behalf of MPPTCL. The Security Personnel shall act in consultation with the concerned S/s in-charge of EE(Testing Dn.). The concerned Superintending Engineer will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Security Agency.
- 1.24** Transport of Guards will be arranged by the Security Agency at his cost.
- 1.25** In case of any theft, Security Agency shall lodge the complaint with Police Department. However, Security Agency should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.
- 1.26** Security Agency shall be registered with all concerning Departments related to the Security, Safety, Crime, and Arm License Department. Guards provided by the Agency on duty will be registered with the Police Station and with the Department concerning to Security and Crime

- 1.27** The Agency shall submit the bill monthly to the concern EE/AE who will transmit the same to the RAO, MPPTCL Jabalpur after due verification for making the payment.
- 1.28** The guards employed by the security agency shall not be drunken or in intoxicated state while on duty by consuming alcohol drinking/ drugs etc. if found so suitable action will be taken against security agency.
- 1.29** The payment of minimum wages at prevailing rates has to be ensured by contractor through **Account Payee Cheque/DD or by credit to worker's bank account by ECS only**. In any of the aforementioned cases where payment is credited to worker's bank account, necessary evidence (statement of Account of the employee) shall be submitted by the contractor. Cash payment is not permitted. In case of default, action as per Law may be taken against the contractor.
- 1.30** The payment of minimum wages to the staff shall be made on monthly basis till first week of next month for preceding month positively, In case of failure to do so, the same shall be taken for evaluation of performance as per performance evaluation clause No.25, Section-2.
- 1.31** Control room building or any part of substation will not be allowed to contractor's staff for accommodation purpose. If found so, 10% of a monthly charge may be recovered for each such default. However, allotment of residential quarters (if available) on minimum requirement basis, may be considered by MPPTCL, on payment of license fee and/or rental charges, other charges as per prevailing rules & electricity charges as per actual.

Schedule-1

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

1	Name and Address, with Pin Code of the tenderer	
2	Details of the Firm/Company	
	i. Registered office	
	ii. Postal Address	
	iii. Fax No.	
	iv. Telephone/Mobile number	
	v. E-mail address	
	vi. PAN (Permanent Account No.)	
	vii. TIN No.	
3	Whether tenderer is an old participant with MPPTCL.	Yes/No
4	Earnest Money details	
	i. Amount of E.M.D. (a) 220KV	a).
	ii. D.D. No./ Banker's cheque No.	a).
	iii. Issuing bank /drawn on bank.	a).
	iv. If in cash, copy of Money receipt to be enclosed.	
5	Please indicate of 220KV Substations for which Offer has been submitted	(a)_____Nos. 220KV {Please indicate name of sub-stations in schedule-1 (a)}

Place:

Date :

SIGNATURE, NAME & SEAL OF BIDDER/TENDERER

Note:

- i. The Tenderers are permitted to quote for no. of S/s from the list and required to pay earnest money, only to the extent of the participation, indicated in clause-2.1. The offer shall not be accepted without adequate earnest money deposit.*
- ii. Extra sheet if required may be used. However, the same should be signed / sealed by the tenderer.*

Name of 220 KV Substations offered

(To be kept in envelope-1)

Sr. No.	Name of 220KV S/s	Amount of EMD (in `)	Details of DD/Banker Cheque/Pay Order/BG
1	Birsinghpur		
	Grand Total		

Place:**Date:****Signature of Bidder :
Name & Seal of bidder :**

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

1	Whether a copy of License to engage in the business of Private Security Agency (issued by MP Govt.) is enclosed.	Yes/No
2	Whether a copy of Registration of EPF code No. in the Name of Tenderer/ Firm is enclosed.	Yes/No
3	Whether copy of Certificate of GST Registration No. in the Name of Tenderer/ Firm is enclosed.	Yes/No
4	Whether copy of PAN in the Name of Tenderer/ Firm is enclosed.	Yes/No
5	Whether experience certificate for Providing Security Services (including watch & ward) work of EHV Sub-station of the firm, is enclosed.	Yes/No
6	Please confirm that adequate, qualified & trained manpower shall be deployed by you.	Yes/No
7	Whether copy of Income Tax return for last 3 years, are enclosed.	Yes/No
8	Whether valid Solvency certificate, in the prescribed format (Schedule-7), is enclosed.	Yes/No
9	Whether a copy of details of ongoing works, is enclosed.	Yes/No
10	Whether valid Bank Guarantee in the prescribed format, is enclosed.	Yes/No

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

Place: _____

Date : _____

Signature, Name & Seal of Bidder/Tenderer

Schedule-3

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

1	Whether the offer is valid for 3 months from the date of opening of price bid.	Yes/No
2	Please confirm that the quoted service charges are as per clause 23 of section-2 of tender specification. (Please note that price variation in quoted service charges shall not be applicable during contractual period & on account of addition/alteration of equipments & bays). However variation in "Basic Labour cost" shall be payable as per the clause mentioned above, on variation of minimum wages	Yes/No
3	Please confirm that GST is chargeable Extra at prevailing rates & rules.	Yes/No
4	Whether MPPTCL's terms of payment as per clause No. 21 of section-2 is agreeable. If no, please state conditions.	Yes/No
5	Whether agreeable to furnish Security deposit @ 10% of ordered value for satisfactory execution of the order for entire contractual completion period(as per clause No. 27.2 Section-2).	Yes/No
6	Please confirm that the qualified & trained manpower shall be deployed by you.	Yes/No
7	Do you agree to our condition for deployment of staff, payment, etc. stipulated in this tender specification. Deviation if any may please be indicated in schedule of deviation (Schedule-8) .	Yes/No
8	Please confirm whether you have noted our specific condition that no subletting of contract would be permitted under this tender specification.	Yes/No
9	Please confirm that the rates offered by you are not associated with any binding condition such as advance payment , exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc.	Yes/No
10	Whether you are agreeable all the other terms & conditions stipulated in this Tender, if no, please clarify the same in Schedule of Departure/Deviation (Schedule-8).	Yes/No

- Note:** (i) Strike off, whichever is not applicable.
(ii) Separate sheets should be used, wherever necessary.
(iii) The tenderer is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the tenderer.
(iv) Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.
(v) If Answer of Sr.No.10 is :-
1) Yes: Please mention the same in Schedule of Departure/Deviation (Schedule-8).
2) No: No Deviation should be mentioned clearly in (Schedule-9).

Place : _____

Date : _____

Signature, Name & Seal of Bidder/Tenderer

Ammended Schedule-4(a)(i)

OFFERED RATES FOR WATCH & WARD OF 220KV S/S
BIRSINGHPUR FOR A PERIOD UP TO 31.12.2019 BY
DEPLOYING SEVEN UNARMED SECURITY GUARDS

SCHEDULE OF RATE

(To be kept in envelope-4, Price bid)

**(A) Labour Cost Payable per Substation per month Based On Minimum Wages
w. e. f. 01.10.2018 (variable) (as per Labour Commissioner Indore letter
No.1/11/As@V/2015/41804-984@ Dt. 28-09-2018¹/₂-**

S/ N	Name of activity	Particulars	Monthly Rate per S/s (in `)
1	Watch & ward	Labour Charges for providing seven nos. Unarmed Security Guards (Unskilled Category) as per scope and including salary of reliever (as worked out in Annexure-II)	59640.00
Total Rs			59640.00

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

(B) Service Charges Per Substation Per Month {FIRM For The Contractual Period} To Be Quoted By The Bidder Over And Above The Labour Cost (A) Payable.

S/ N	Particulars	Monthly Rate per S/s (in `)
1	Service Charges (to be quoted by the bidder as per tender clause
Total Amount of Service Charges per S/s per month (in words)	

(Note : GSTextra at prevailing rates on A and B).

Vhi & 1 d`lk;k /;ku jgs mijksDr njsa
¼jsV½ ,d midsUnz ds fy, ,d ekg ds fy,
gS
2- d`lk;k lfoZI pktZ :lk;ksa es

(Signature)
(Name & seal of the Bidder)

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

(TO BE KEPT IN ENVELOPE -3)

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

(Signature of the Tenderer)

Full Name _____

SEAL OF THE TENDERER

Schedule-6(i)**List of 220 KV Substations, for which offer has been submitted,
Along with order of preference of Substation to be considered**

(To be kept in envelope-1)

S/N	Name of 220KV Substations	Please mark with "Yes" sign for which offer has been submitted otherwise mark with "No"	Order of preference (eg. 1,2,3,4 etc.)
1	Birsinghpur	Yes / No	
		Yes / No	

Note – Substations covered as per Schedule-4.

Place : _____

Date : _____

Signature, Name & Seal of Bidder/Tenderer

Schedule-7

Name of the Bank
Address of the Bank

SOLVENCY CERTIFICATE

(To be kept in envelope-2)

ADV.....

Dated:

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

FOR, (Name of the Bank)

AUTHORISED SIGNATORY

Name :

Signature Code:

Reference No. :

Date:

Schedule-8

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

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

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

Signature of Bidder :

Name & Seal of bidder :

Annexure-I

**Instructions to the Tenderer
(Against Tender Specification No.TS-04/2018)**

1	Last Date of sale of tender-30.01.2019
2	Due Date of Submission- 31.01.2019 upto 3.00PM
3	Due Date of Opening 31.01.2019 at 3:30PM
4	Scope of work
4	Providing Security Services for watch & ward of 220KV Substations Birsinghpur
5	Amount of earnest money The earnest Money is required to be submitted according to No. of Substations offered. Therefore the Bidder shall deposit the Earnest Money amount accordingly.
6	List of documents (Xerox copy) to be submitted
6	<ol style="list-style-type: none"> 1. GST Registration Certificate. 2. EPF Code No. issued by Regional Provident Fund Commissioner 3. Income Tax Return for last 3 years & copy PAN Card in the name of Firm's/ Contractor. 4. License to engage in the business of Pvt. Security Agency (issued by MP Govt.) 5. Details of experience along with documentary proof of satisfactory performance 6. Details of earnest money (Schedule-1) <ol style="list-style-type: none"> (i) Schedule-1(a) – Name of 220KV S/s 7. Schedule of qualifying requirement (Schedule-2). 8. Schedule of questionnaire (Schedule-3). 9. Schedule of rate (Price Bid) (Schedule-4). <ol style="list-style-type: none"> (i) Schedule-4(a)(i) Name of 220KV S/s 10. Schedule-5 Details of ongoing works with the firm <ol style="list-style-type: none"> (i) Schedule-6(i)– (List of 220KV S/s for which offer has been submitted) 11. Schedule- 7 Valid Solvency certificate issued by scheduled bank in prescribed format 12. Schedule-8 (Departure/Deviation) 13 Annexure-II format of Bank Guarantee. 14. Tender document complete duly signed by tenderer.
7	Cost of Tender document
7	PURCHASE/DOWNLOADING OF TENDER : The tender documents may be purchased from the O/o SE(T&C) MPPTCL, SATNA on payment of `5,00/- + GST 60.00/- + (postal charges of `150/-) payable by DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of R.A.O. MPPTCL, Jabalpur.

Ammended Annexure-II**BREAKUP OF LABOUR COST INVOLVED IN OUTSOURCING OF WATCH & WARD OF S/S FOR A PERIOD UP TO 31.12.2019 BY DEPLOYING UNARMED SECURITY GUARD FOR 220KV S/S**

On prevailing minimum wages w.e.f. 01.10.2018.

(as per Labour Commissioner Indore letter **No.1/11/As@V/2015/41804-984@** Dt. **28-09-2018^{1/2}**-**(I) Monthly Basic rates of Un-skilled labour for 220KV S/s Birsinghpur**

S/N	Description	Amount (in Rs.)	No.of labours	Total Amount (in Rs.)
1	Monthly Wages of 7 Un-armed guards (Un-skilled labour) for Watch & Ward of substation @284/- per day, per labour.(including salary of reliever)	8520.00	7	59640.00
2	EPF contribution (13%)			7753.20
3	ESIC contribution @ 4.75% wherever applicable			2832.90
4	Total (in Rs.)			70226.10

Note:- ESIC shall be applicable for those area where ESIC facility is available and therefore amount towards ESIC charges @4.75% shall be payable against relevant documents otherwise the same shall not be payable. Expenditure incurred towards cleaning, telephone bills, purchase uniforms various accessories, toilettaries, etc. to be provided to staff and towards insurance under **Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc.** various incidentals, overheads, administrative and supervision charges/ expenses etc. involved in the execution of the work as per scope of the tender and also the profit of the are deemed to be included in the service charges.

Annexure-III

Proforma for Earnest Money Bank Guarantee.

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

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

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

Bank Guarantee No date..... Amount.....

We have been informed that ***name of the Tenderer***..... (hereinafter called "the tenderer") has submitted to you its offer dated (hereinafter called "the offer") for the execution of **Providing Security Services for Watch & Ward of various 400/220/132 KV Substations** under Tender Specification No.**TS-04/2018**.

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

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

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

(b) having been notified of the acceptance of its offer by the Purchaser during the period of validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Tender Specification No. **TS-04/2018**.

(C) Having been notified of the acceptance of its offer by the purchase during the period of validity, (i) fails or refuses to execute the contract Agreement, or (ii) fails or refuses to furnish the performance Security, in accordance with the Tender Specification No. **TS-04/2018**.

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

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

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

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

