

MADHYA PRADESH POWER TRANSMISSION CO. LTD.



(A wholly owned Govt. of Madhya Pradesh Undertaking)

CIN: U40109MP2001SGC014880

Office of The Executive Engineer (400KV Testing Dn)

Near 400KV S/s Majhagwan Fhatak Katni-483501

E-mail- eet.kte@mptransco.nic.in, eessdnkatni@gmail.com

No. 2355000/EE 400KV TDn/2022/116

Katni, Date-**26/05/2022**

To, _____

Sub:- Enquiry for Erection of 01 No. 33KV Bus coupler bay at Mansakra 132 KV S/S (Under 400KV Testing Division Katni).

Dear Sirs,

Sealed quotations are invited from experienced & reputed contractors to award the contract for Erection of 01 No. Bus Coupler bay at Mansakra 132 KV S/S (Under 400KV Testing Division Katni) as per enclosed schedule on or before 15.00 hrs. on Dt. **16.06.2022**. **The offer shall be opened on the same day at 15.30 hrs. in presence of the bidder who may desire to be present.**

TERMS & CONDITIONS

1. QUALIFYING REQUIREMENT:

The bidder should have valid 'A' class electrical contractor's license issued by Govt. of M.P., Service Tax number in the name of firm/ proprietor. In addition, the bidders shall also fulfill the following requirements:-

- (a) The bidder should at experience of complete erection of at least one of the following works in any charged EHV Substation:-
 - (i) Erection of EHV feeder bays/transformer bays/132 KV feeder bays/33KV capacitor banks.
 - (ii) Installation of EHV equipment's.
 - (iii) Loading/Unloading/Shifting of power transformer in EHV substations.
- (b) The bidders are also required to furnish certified financial statement of account (by Chartered Accountant (indicating annual turnover for the last one year).
- (c) Past experience of the tender in the erection of 132/220 KV (as the case may be) substation as indicated is essential. The tenderer shall given a list of such execution of works carried-out by him in the past.

OR.

The bidder should have successful experience of 50% value of similar work completed including piecemeal works in the past at same or higher of just below voltage level for the proposed erection work in any EHV Substation.

OR

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

OR.

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

The bidder should also submit successful work completion Certificate issued by the ordering agencies alongwith performance certificate & complete details of orders/ experience certificate of engineer issued by atleast Executive Engineer or equivalent of the organization/Departments.

2. EARNEST MONEY:-

2.01 The offerer shall deposit the Earnest Money of **Rs. 2000=00 (Rs. Two Thousand only)**. The earnest money will be deposited in the form of DD/BC in favour of Regional Accounts Officer, MPPTCL, Jabalpur in separate envelope super scribed "Earnest money" which will be opened first prior to opening of the offer. The earnest money shall be kept in **Envelope-1. In any case, without earnest money as mentioned above, offer will not be considered.**

2.02 The offer shall be valid for a period of 3 months from the date of opening. The company reserves the rights to forfeit the earnest money in case offer is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the company within the validity period. The earnest money deposit will be refunded to the successful bidders and/ or only after successful completion of the work.

3. PROCEDURE FOR SUBMISSION OF OFFER:-

The offer shall be submitted in following three separate envelopes. These three envelopes may further be placed in a separate cover. Our enquiry no., Date & due date must be mentioned on the top right hand side of all the envelopes. The offers shall be opened in following manner:-

- Part-I Earnest Money (Envelope-I).
- Part-II Qualifying Requirement & Experience proof etc. (Envelope-II).
- Part-III Price bid in the enclosed schedule. (Envelope-III).

This part shall comprise the schedule of quoted price and any other relevant information which the offerer may deem fit and may affect the financial commitment.

The Part-I and II of the offer shall be opened on due date (indicated in the Enquiry notice) in the chronological order. If "Earnest Money" is found satisfactory, Part-II "Qualifying Requirement" of the offer shall be opened. If part-II "Qualifying Requirement" is found satisfactory, Part-III 'Price bid' of the offer shall be opened. The discretion in this respect shall entirely be with the Company and binding on all the bidders.

4. LIABILITY FOR ACCIDENTS AND DAMAGE:

4.01. In the case of complete erection contract, the contractor shall be entirely responsible for all loss, damage or depreciation of sub-station equipment/any other material etc. until the sub-station is taken over in accordance with the relevant clause of the specification.

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

4.03. In the case of loss or damage to any portion of the substation arising from or occasioned by other causes, the same shall, if required by the Company, be made good by the contractor in like manner but at the cost of the Company at a price to be agreed between the contractor and the Company or in default of agreement, settled by arbitration as per relevant clause of this specification, thereof and the Company shall pay to the contractor the contract value of the portion of the sub-station so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

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

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

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

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

Electricity Company the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

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

5. OTHER TERMS & CONDITIONS:-

5.01. The quantity indicated in Schedule-5 are tentative and may vary during actual execution of work. Further, a few activities (out of those listed therein) may not required to be executed.

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

5.03. On acceptance of offer, the successful tenderer will have to deposit the 10% of ordered amount as security deposit in the form of cash or in form of the pay order, demand draft or bank draft in favour of Regional Accounts Officer, MPPTCL, Jabalpur.

5.04. If successful tenderers fails to enter in formal agreement and fails to deposit required security deposit within 10 days from the date of receipt of order, the company shall have the option to cancel the contract and forfeit the earnest money deposit.

5.05. In the execution of the work, no persons other than the contractor, or his duly appointed representatives, and workmen shall be allowed to do works on the site.

5.06. Rates should be quoted including all charges, T&P & Labour charges.

5.07. Period of completion should be clearly mentioned, preferably within 30 days. Penalty @1/2 % per week or part thereof subject to a maximum of 10% will be imposed in case of non completion of the work within stipulated time.

5.08. In case of daily workers employed by the contractor payment to the daily wages workers shall be made by the contractor in accordance with minimum wages prescribed by the state Govt. & ensure EPF deduction according to the EPF Act, 1952 with latest amendment and company's circular No.01-09/418, dt.27.01.98 in presence of MPPTCL representative not below the rank of an Assistant Engineer. The contractor shall have to maintain paid muster roll and obtain a certificate from the MPPTCL representative regarding payment of minimum wages, EPF deduction & payment made in his presence as per para 4 of company's circular dt. 27.01.98. The paid muster roll shall be produced for inspection of Govt. Inspector or MPPTCL's officer as and when called for.

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

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

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

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

5.13. On completion of entire work, contractor will have to submit their bill in triplicate supported with all required documents to the Engineer in charge for arranging payment. 100% payment will be released on completion of 30 days period from the date of submission of bill duly supported by required documents. The MPPTCL shall not pay any interest on late payment.

5.14. GST shall be payable extra on Ex-works price as per prevailing rates, rules and regulations at the time of execution of work within contractual completion period, subject to production of documentary evidence.

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

5.16. The contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor, to supervise the erection of the sub-station and the carrying out the work.

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

5.18. Any defect in the work done by the contractor as notified by the in engineer in charge will have to be made good by the contractor at his own risk & cost within 7 days from the date of receipt of such notice.

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

5.20. Electric power and water for construction work if available at site can be used by the contractor.

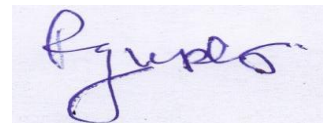
5.21. The contractor shall be responsible for the proper handling and maintenance of the materials received by him from the date of their receipt till the completion of work & handing over balance material back to the engineer in charge of work.

5.22. The Company reserves the right to accept or reject any or all offers in part or full, without assigning any reason whatsoever.

Encl :- As above.

Thanking you

Yours faithfully,



Executive Engineer
400KV Testing Division, Katni

Copy to:-

1. The Superintending Engineer (T&C) MPPTCL, Jabalpur for favour of kind information please with a request please arrange to display on notice board for wide circulation.
2. Web Master O/o The CE (Plg. & Design/Procurement) MPPTCL Jabalpur please upload the above enquiry on company's website & other free website.
3. The Executive Engineer (Testing Division-I/II) MPPTCL, Jabalpur for wide publicity among against the interested contractor and displaying on notice board.
4. Enquiry/ Order File.
5. Notice Board.