

**OFFICE OF THE SUPERINTENDING ENGINEER(EHT)CIRCLE
MP POWER TRANSMISSION CO. LTD.**

Patthar Godam Road, Indore

☐:: 0731 - 254 - 1566 mail: seehtc.ind@mptransco.nic.in



**TENDER SPECIFICATION NO.TS/2022/05
Tender ID No. 2022_MPPTC_212904_pack1**

E-TENDER

**Tender for installation of Surveillance/watching cameras at 132kV GIS S/s
Mahalaxmi Nagar Indore.**

LAST DATE OF SALE : 15.08.2022 15.30 HRS

**LAST DATE OF SUBMISSION : 16.08.2022 UPTO 15:30 HRS
(Online only)**

BID OPENING DATE : 17.08.2022 AT 15:30 HRS

Cost of tender document (Including GST)- Rs590

**SUPERINTENDING ENGINEER (EHT-C)
MP POWER TRANSMISSION CO. LTD. Indore**

**OFFICE OF THE SUPERINTENDING ENGINEER(EHT-C)
CIRCLEMP POWER TRANSMISSION CO.LTD. INDORE**

TENDER SPECIFICATION NO. TS/2022/05

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**E-Tender for installation of Surveillance/watching cameras at 132kV GIS S/s
Mahalaxmi Nagar Indore**



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OFFICE OF THE SUPERINTENDING ENGINEER(T&C) CIRCLE
MP POWER TRANSMISSION CO.LTD. BHOPAL
BLOCK G-2, MPPTCL ADMINISTRATIVE BUILDING BIJLI NAGAR COLONY
GOVINDPURA BHOPAL
 ☎:0755 –2985388, mail:-setnc.bpl@mptransco.nic.in

TENDER NOTICE

E-Tenders are invited against TENDER SPECIFICATION NO. TS/2022/05
Tender ID No. 2022_MPPTC_212904_pack1
E-Tender for installation of Surveillance/watching cameras at 132kV
GIS S/s Mahalaxmi Nagar Indore.

1 EMD REQUIREMENT:

The EMD Rs. 12488/- (Rs. Twelve thousand four hundred eight eight only) only to be submitted by Bidder in the prescribed form stipulated in the relevant clause in the, tender.

The bidders are required to invariably upload the documentary evidence of submission of Tender Cost [no exemption and mandatory for all bidders], EMD (or EMD Exemption Certificate, if applicable) in Cover-1. No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that a bidder has not submitted proof for purchase of tender cost and/or not submitted adequate EMD or valid exemption for EMD or any other discrepancy is noticed, the tender shall be rejected. THE EMD may be submitted online or the condition given in enquiry No. 573 dated 25.07.2022 in clause 13.

2. QUALIFYING REQUIREMENT OF THE BIDDER: -

- i) The bidder should have adequate tools & plants, financial & technical resources and infrastructure backed with qualified agencies to execute the work within specified time frame. The bidder should have PAN No., E.P.F. No. & GST Registration Number as per the applicability & all other valid & legal registrations as per rules. The tenderer shall necessarily have past experience of similar nature of work in any Govt. Organization in absence of above requirement, the tenders shall not be accepted.
- ii) The company reserves the right to ignore such offers having record of inadequate financial capacity or large unexecuted past works or where unjustified and substantial delay occurred in execution of past works.
- iii) While deciding award of contract against any tender apart from the prices quoted and compliance to terms and conditions of the tender specifications, MPPTCL will also take into account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.

3. PURCHASE/ DOWNLOADING OF TENDER:

- a. Cost of the Tender Document is Rs. 590.00 [including GST]. The tender document is also available on MPPTCL's web site in a downloadable format for observation. No fee for downloading of bid documents is required, however cost of Tender document mentioned above shall be compulsorily deposited by the firm/ Bidder, while submitting the bid online. It is obligatory for the bidders to purchase tender from main portal <http://www.mptenders.gov.in> by making online payment for prescribed non-refundable tender document cost using online Payment Gateway Services integrated in to the e-Procurement System Services & in addition gateway charges shall also be borne by the bidder. No exemption is allowed to any category of bidder from submission of "Tender Cost" otherwise the bid shall be liable for rejection. Tender Cost is not refundable except

only in case the tender is dropped without opening. In the later case the tender cost shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed.

- b. Other details can be seen in the complete tender document available on e-portal "http://www.mptenders.gov.in" and "http://www.mptransco.nic.in".
- c. Since the online bidders are required to sign their bids online using Class III- Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, -A, Arera Hills, Bhopal-462 011, Telephone No. 0755-2518500/ 269, E-mail: "support-proc@nic.in" or helpdesk Telephone No.0120-4001002/ 4001005/ 6277787.
4. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
5. The corrigendum or addendum to the bidding documents, if any as well as any change in due date(s) of opening of tender will be published on the website "http://www.mptenders.gov.in" & also Company's website www.mpptcl.gov.in but will not be published in newspapers. Hence participant bidders are advised to regularly visit the websites until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date (s).
6. Last date for submission of Bid is given as per key dates.

7. IMPORTANT TENDER DETAILS AND KEY DATES & BASIC TENDER:

A: Important Tender Details :

1	Department Name	M.P.P.T.C.L
2	Name of Office	S.E. (EHT-C) Circle MPPTCL Indore
3	Tender Number	TS/2022/05
4	Tender ID No.	E-Tender ID No. 2022_MPPTC_212904_pack1
5	Name of the Tender (Work)	E-Tender for installation of Surveillance/ watching cameras at 132kV GIS S/s Mahalaxmi Nagar Indore.
6	Tender Type	Two Part Tender
7	Tender Cost	Rs. 590/-
8	Tender Cost payable	Online payment
9	Bid submission	Online
10	Place of Tender opening	Indore
11	Officer Inviting Bids	Superintending Engineer (EHT-C) Circle MPPTCL Indore
12	Contact Person	O/o S.E. (EHT-C) Circle MPPTCL Indore
13	Address/ E-mail id	seehtc.ind@mptransco.nic.in
14	Contact Details: Tel. No.	0731-2541566
15	Due (End) date of ONLINE submission of Tender	<u>16-08.2022</u> up to 15:30 Hrs

B: KEY DATES:

SL. No.	Item	Start Date & Time	Expiry Date & Time
1	Date of Publication of Tender online	25.07.2022,18.00 Hrs.	
2	Downloading of tender document	25.07.2022,18.00 Hrs.	15.08.2022, 15.30 Hrs.
3	Tender/Bid submission on e-portal	26.07.2022,10.30 Hrs.	16.08.2022, 15.30 Hrs.
4	EMD & Techno Commercial bid opening	17.08.2022,15.30 Hrs.	

Note: -

- i. The Bidders have to submit tender online only online. The changes in dates if required shall be notified on the website of MP Transco/ E-portal of MP Tenders.
- ii. The date of opening of financial bid/ price offer may vary depending upon time taken in techno-commercial evaluation. The tenderers may please keep themselves updated of price offer opening date from the E-portal.
- iii. In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at specified timing.

**SUPERINTENDING ENGINEER(EHT-C)
MPPTCL Indore**

TENDER FORM**TENDER SPECIFICATION NO. TS/2022/05**

E-Tender for for installation of Surveillance/watching cameras at 132kV GIS S/s Mahalaxmi Nagar Indore.

Tender document Sl. No.

Issued to

Cost of Tender document Rs.

Received vide DD/BC No.

Drawn on Bank

**Signature & Seal of
Issuing officer.**

**OFFICE OF THE SUPERINTENDING ENGINEER(EHT-C)
CIRCLE MP POWER TRANSMISSION CO. LTD.**

Indore

The undersigned hereby tender and offer (subject to MPPTCL conditions of tendering), the M.P. Power Transmission Co. Ltd., Bhopal to test and supply the plant machinery and material, delivery and execute and do the several works and things which are described or referred to in the enclosures and schedules to the Specification **TS-2022/05** copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workmanlike manner and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sums and at the rates set out in schedules annexed hereto.

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

Scanned copies of documentary proof for online payment towards cost of tender specification no. **TS/2022/05** & Earnest Money has been uploaded on portal.

Signed this -----day of-----2022.

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

SECTION-1

**INSTRUCTION TO BIDDERS
FOR ONLINE REGISTRATION
& ONLINE BID SUBMISSION**

**INSTRUCTIONS TO BIDDERS FOR ONLINE
REGISTRATION ON E-PORTAL & ONLINE BID SUBMISSION**

1- INSTRUCTIONS FOR ONLINE BID SUBMISSION:

Bidders are requested to submit their offer as per conditions of this bidding document. In case of any deviation from conditions as specified herein, the offer will not be accepted.

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal. More information useful for submitting online bids on the MP TENDERS Portal may be obtained at <https://mptenders.gov.in/nicgep/app> wherein the details and relevant links are available in the Bidders Manual Kit on the right pane of website which is also given as under:

Bidders Manual Kit - Open Source Software Link

Sl. No	Particulars	Downloads
1	Notice to Bidders	notice_to_bidders_v906.pdf
2	Registration of Bidders	Bidder_Registration_Manual_Updated_v906.pdf
3	Uploading of My Documents	MyDocument_Updated_v906.pdf
4	Online e-Bid Submission	Three_Cover_Bid_Submission_New_v906.pdf
		Two_cover_bid_submission_new_v906.pdf
		Four_cover_bid_submission_new_v906.pdf
		Single_Cover_bid_submission_New_v906.pdf
5	Online Bid Withdrawal	bid_withdrawal_updated_v906.pdf
6	Online Bid Re-submission	Bid_Resubmission_Updated_v906.pdf
7	Clarifications (Tender Status, My Archive...)	Enquiry_Updated_v906.pdf
8	Trouble Shooting	troubleshoot_document_v906.pdf
9	BoQ Preparation Guidelines	ItemWise_BOQ_New_v906.pdf
		Percentage_BOQ_Updated_v906.pdf
		ItemRate_BOQ_Updated_v906.pdf

2. REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: "https://mptenders.gov.in/nicgep/app") by clicking on the link "Online bidder Enrolment" on the MP TENDERS Portal.

- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- 1 There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc. to search for a tender published on the MP TENDERS portal.
- 2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder should note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each document that needs to be submitted. Any deviation from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5 SUBMISSION OF BIDS

- 1 Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 Bidder has to upload scanned self-certified copies of credential/ PQR documents against respective tender as specified in NIT.
- 3 Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4 Bidder has to select the payment option as “online” for payment of the tender fee / EMD as applicable.
- 5 For submission of Bank Guarantee/DD towards EMD, the bidder has to opt for “exemption” option on the website and upload the scanned self-certified copy of EMD document/DD as per NIT towards exemption from e-submission of EMD amount. The original should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the Bank Guarantee/ DD, physically sent, should tally with the details available in the scanned copy and the data entered at the time of bid submission.
- 6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Schedule of Prices (BoQ1) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the Schedule of Prices (BoQ1) file is found to be modified by the bidder, the bid will be rejected.
- 7 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid

document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid opener's public keys

- 9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10 Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6 ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk Telephone No. 0120-4001002/ 4001005/ 6277787.

7 SUBMISSION OF EARNEST MONEY DEPOSIT (EMD):

8

7.1 The EMD of respective amount as indicated against the tender, is to be submitted by bidder ONLINE (remitting payment on the e-tender portal) or in the form of Bank Guarantee (BG) issued by scheduled commercial bank in India/ Nationalized bank, the original copy of BG shall invariably be submitted by the bidder in the office of C.E. (EHT-Construction), MPPTCL, Jabalpur within 03 days of opening of Techno-commercial bid in a sealed envelope super scribing "EMD" of Rs. tender No.. in the form of BG against In the absence of original Bank Guarantee, the MPPTCL may not consider the bid as responsive.

7.2 If EMD is submitted in the form of Bank Guarantee, it is the responsibility of the bidder to submit the same in prescribed format.

7.3. No offer will be accepted without valid Earnest Money Deposit. 1.06.4 The prospective bidders will upload scanned and self-certified copies of requisite EMD document on the e-tender portal along with tender offer 1.06.5 The bidder has to opt for "exemption" option on the website to upload the scanned copy of Bank Guarantee. Bidder is required to pay Stamp duty as per M.P. State Stamp Duty

rules/ provisions alongwith the Bank Guarantee The Earnest Money (EMD) shall be accepted in above forms only. The EMD if

NOTE:- submitted by any bidder other than in above forms like DD, FDR, TDR, BC, etc., their offer shall be rejected.

(a) Techno Commercial Bid:

Bidders must positively complete online e-tendering procedure at

[http:// www.mpeproc.gov.in](http://www.mpeproc.gov.in). They shall have to submit the following documents online in the website.

- i. Their complete techno-commercial offer containing detailed material description, specification and all commercial terms and conditions. This document should not contain any price part.
- ii. Techno-commercial information in the form of questionnaire an

schedules as indicated in relevant clause of Section –3.

- iii. Hard copies of above techno-commercial offer, questionnaire and schedules (uploaded in the website) must be submitted in a separate sealed Cover super-scribing “Techno-commercial bid for Tender Specification No. **TS/2022/05**”.

(b) Price Offer:

Bidder shall have to submit the price offer documents downloaded from website and uploaded as per instructions therein. Physical submission of price bid or Uploading PDF or any other format/ file of price bid other than that given in the tender (i.e *BoQ1.xls*) will not be considered. Prices are to be quoted at one designated place only. The price offer of techno-commercially qualified bidder shall be opened online at the notified date. Bidders can view information of date of price offer opening by logging in to website.

(c) Opening of Tenders:

During the online Techno Commercial offer opening, the EMD/ tender cost part of all the bidders will be opened first and after the verification of the uploaded as well as physical copy of EMD/ tender cost, the offers will be short listed for PQR & Techno-Commercial Bid opening. Subject to fulfillment of conditions related to tender cost/ earnest money deposit, the techno-commercial offers shall be opened and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price offer.

(d) Change in date & time of opening of bids:

Bids shall be opened on the due date and time as notified in the presence of the bidder or their authorized representative who may be present. If the due date of opening / submission of tender document is declared a holiday by the Central/ State Govt. or Local administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent dates in case opening of all the bids is not completed on the date of opening.

In the event of any issue, the tender/bid data in question shall be liable for a due process of verification by the authorized officer of e-procurement system of Madhya Pradesh Power Transmission Co. Ltd., Jabalpur.

It may please be noted that the due date/time of opening can be altered, extended, if desired by the Company without assigning any reason. However, due intimation shall be given / published.

(e) Hard Copies: -

- i. All the bidders shall invariably upload the scanned copies of documents i.e. DD/ BG/ SSI or NSIC registration, as the case may be, towards EMD and system generated money receipt for online payment of tender cost in e-procurement system and this will be the primary requirement to consider the tender/bid responsive.

- ii. The evaluation of techno-commercial offer shall be carried out after verifying the uploaded certificates/ documents, DD/BG towards EMD and system generated receipt for tender cost in the e-procurement system.
 - iii. The bidders shall invariably furnish the original DD/BG towards EMD, system generated receipt for tender cost, hard copies of Certificates/ Documents uploaded including Schedules (except Schedule-4) to the Tender Inviting Authority within the date and time specified in the tender along with physical Bid, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the bidder. The department will not take any responsibility for any delay in receipt/ non-receipt of original DD/BG towards EMD/tender cost, Certificates/Documents from the bidders before the stipulated time. On receipt of documents, the department shall ensure the genuineness of the DD/BG towards EMD/tender cost and all other Certificates/ Documents uploaded by the bidder in e-procurement system in support of the qualification criteria before opening of Price offer.
 - iv. If any bidder fails to submit the original hard copies of uploaded certificate / documents, DD/BG towards EMD/ tender cost within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, his offer shall not be considered for opening.
- (ii) The bidder has to keep track of any changes by viewing the addendum/ corrigendum issued by the tender Inviting Authority on time-to-time basis on e-Procurement platform. The department calling for tender shall not be responsible for any claims/ problems arising out of this.

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SECTION-II

GENERAL CONDITIONS OF CONTRACT

CONTENTS:

Clause No. Name of the Clause

DEFINITION OF TERMS

CONTRACTOR TO INFORM HIMSELF FULLY
 CONTRACT, AGREEMENT AND SECURITY DEPOSIT
 NEGLIGENCE
 DEATH, BANKRUPTCY ETC.
 INSPECTION
 WORK ON SITE
 ENGINEERS SUPERVISION
 ENGINEER'S DECISION

CONTRACTOR'S REPRESENTATIVE AND WORKMEN

LIABILITY FOR ACCIDENTS AND DAMAGE
 REPLACEMENT OF DEFECTIVE WORK
 DEDUCTIONS FROM CONTRACT PRICE
 CERTIFICATE OF ENGINEER
 CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR
 RESPONSIBILITY OF CONTRACTOR
 RESPONSIBILITY FOR PROPER HANDLING OF EQUIPS.
 EXTENSION OF TIME FOR COMPLETION
 DAMAGES FOR DELAY IN COMPLETION
 TESTS ON COMPLETION
 REJECTION OF DEFECTIVE PLANT
 TAKING OVER
 REGULATIONS OF LOCAL AUTHORITIES
 ARBITRATION
 CONTRACT
 HEADINGS

SECTION-II

GENERAL CONDITIONS OF CONTRACT

DEFINITION OF TERMS:

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

- (i)** The 'Company' shall mean the Madhya Pradesh Power Transmission Company Ltd., Bhopal and include his successor in office and permitted assigns/ authorized representative.
- (ii)** The 'Contractor' shall mean the tenderer whose tender shall be accepted by the Company and shall include the tenderer, heirs, executors, administrators, representative and assigns.
- (iii)** The 'Sub-contractor' shall mean the person names in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing with the consent in writing heirs, executors, administrators, representative and assigns of such person.
- (iv)** The 'Engineer' shall mean the Superintending Engineer, Madhya Pradesh Power Transmission Company Ltd. or such other officer as may be duly authorized and appointed in writing by the Company to act as Engineer for the purpose of the contract. In cases where no such Engineer has been so appointed, the work "Engineer" shall mean the Company or his duly authorized representatives.
- (v)** Plant, work or works shall mean and include plant and materials to be provided and work to be done by the contractor under the contract.
- (vi)** The 'Contract' shall mean and include the general conditions, specification, schedules, drawings, form of tender, covering letters schedule of prices or the final general condition, any special conditions applying the particulars contract specification, and drawings and the agreement to be entered into under clause 3 of these general conditions.
- (vii)** The 'Specification' shall mean the specification annexed to these general conditions and the schedules there to (if any).
- (viii)** The 'Site' shall mean the site of the proposed plant/line/sub-station where work is to be executed under the contract.
- (ix)** 'Test of Completion' shall mean such tests as prescribed by the specification to be made by the contractor before the work is taken over by the Company.
- (x)** 'Commercial Use' shall mean that use of the work which the contract contemplates or of which it is to be commercially capable.
- (xi)** 'Month' shall mean calendar month.
- (xii)** 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.
- (xiii)** 'EHV Sub-station' shall mean Extra High voltage sub-station.
- (xiv)** 'Approved' or 'To approval' shall mean as approved by or approval of the Engineer or Company.
- (xv)** 'Contract price' shall mean, if there is a formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the 'contract'.
- (xvi)** 'Date of Contract' shall mean the calendar date on which the Company and Contractor have signed the 'Contract Agreement'. The period of completion of the project shall be counted from the date on which project site is handed over to the contractor.
- (xvii)** 'Contract period' shall mean the period during which the 'Contract' shall be executed as agreed between the contractor and Company in the 'Contract Agreement'. The contract

shall be counted from the date on which the project site is given to contractor by `Engineer' for commencement of work.

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

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

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

(xxi) `Drawings' shall mean all :-

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

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

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

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

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

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

CONTRACTOR TO INFORM HIMSELF FULLY :

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

CONTRACT AGREEMENT AND SECURITY DEPOSIT :

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.

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

	Initial security deposit	Deduction from running bills	Total security deposit
i. For the work contract upto Rs.25 lacs.	2%	1%	3%

The earnest money amount deposited in the form of D.D. shall be retained towards initial security deposit and tenderer will have to give balance amount of initial security deposit. Interest will not be allowed on cash deposit. The security deposit shall be returned to the successful tenderer only after expiry of the guarantee period of 12 months, for faithful performance of terms and conditions of the order, satisfactory completion of contract and, if, there is no claim for recovery against the tenderer.

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

NEGLIGENCE :

If the contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the

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

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

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

DEATH BANKRUPTCY, etc.

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

INSPECTION :

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

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

WORK ON SITE :

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

except by the special permission, in writing of the Engineer or his representative. The access to the works at all times shall be accorded to the Engineer and his representative and other authorized officials or representatives of the Company.

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

ENGINEER'S SUPERVISION :

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

ENGINEER'S DECISION :

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

CONTRACTOR'S REPRESENTATIVE AND WORKMEN :

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

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

LIABILITY FOR ACCIDENTS AND DAMAGE:

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

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

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

Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due

to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

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

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

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

REPLACEMENT OF DEFECTIVE WORK:

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

DEDUCTIONS FROM CONTRACT PRICE :

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

CERTIFICATE OF ENGINEER :

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

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

CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR

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

RESPONSIBILITY OF CONTRACTOR :

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specifications/order Deviations, if any, from the approved/specified conditions shall be brought to the notice of the SE T&C Circle, MPPTCL, Bhopal his decision shall be final and communicated through site Engineer. If at a later date, it is found that the contractor has carried out some work, not according to the specifications and without taking specific approval then in that case, all the payments made to the contractor for carrying out such works shall be recovered and the contractor will have to rectify the same at rate indicated in the order for carrying out such work without extension of time.

RESPONSIBILITY FOR PROPER HANDLING OF EQUIPMENTS:

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

EXTENSION OF TIME FOR COMPLETION:

The time for complete erection starts from receipt of the order by the contractor, together with all necessary information and drawings to enable the work to be put in hand. If the work delayed at any time during the term or extended terms of this contract by strikes, lockouts, fire, accident or any cause whatsoever beyond the control of the contractors a reasonable extension of time shall be granted as may be mutually agreed upon. The request for such extensions should be made in writing to the Company immediately after the occurrence along with the cause of delay supported by documentary proofs. In absence of such details, the case for extension in completion period shall not be considered.

DAMAGES FOR DELAY IN COMPLETION:

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

TESTS ON COMPLETION:

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

REJECTION OF DEFECTIVE WORK:

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

TAKING OVER:

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

REGULATIONS OF LOCAL AUTHORITIES :

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

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

ARBITRATION:

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

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

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

CONTRACT:

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

HEADINGS:

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

SCOPE OF WORK AND COMMERCIAL CONDITIONS OF CONTRACT

SECTION-III

CONTENTS:-

CLAUSE NO.	NAME OF THE CLAUSE
	SCOPE
	GENERAL CONDITIONS OF CONTRACT
	PRICES AND QUANTITIES
	RATES
	IDLING CHARGES
	COMPLETENESS OF TENDER
	DEPARTURES FROM SPECIFICATION
	COMPLIANCE WITH REGULATIONS
	TAX
	PAYMENT TERMS
	PAST EXPERIENCE AND TECHNICAL/FINANCIAL
	RESOURCES
	TECHNICAL RESOURCES
	RESPONSIBILITY FOR OBTAINING INFORMATION & TAKING ACTION IN
	TIME
	PERMITS AND PRIORITIES / LICENCE
	SUPPLY OF TOOLS, TACKLES AND OTHER MATERIALS
	TRANSIT & STORAGE-CUM ERECTION INSURANCE/WORKMEN
	INSURANCE
	EXTRA WORKS
	ACCEPTANCE OF OFFER
	COMPLETION PERIOD

SECTION-III

SCOPE OF WORK AND COMMERCIAL CONDITIONS OF CONTRACT**SCOPE :**

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

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

GENERAL CONDITIONS OF CONTRACT :

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

PRICES AND QUANTITIES :

The estimated scope of work under each item of work has been indicated in

Schedule-4. The rates are to be quoted for different items.

Contractor shall furnish unit rates of items indicated as in **Schedule-4** (enclosed). The unit quoted price by the contractor shall include salaries of skilled, semi-skilled and un-skilled laborers, Technical staff, and storekeeper, watch & ward, the cost of all the required tools and tackles and various consumable items all taxes and charges etc. complete to carry-out the work.

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

The quantities indicated in **Schedule-4** are tentative only and unit rate shall apply to actual qty. measured for complete work in accordance with the specification and drawing. **The contractor is entitled for payment on the basis of actual work done.** In the event of reduction in scope of work than given in the order, no compensation etc. is payable by the Company.

RATES :

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

IDLING CHARGES :

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

COMPLETENESS OF TENDER :

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

DEPARTURES FROM SPECIFICATION :

No deviation/departure from the tender specification in any respect is allowed. In **questionnaire (schedule-3)**, tenderer must confirm that all the terms & conditions of this tender specification are agreeable to them in to. In case of any departure the price-bid will not be opened and will be returned unopened.

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

COMPLIANCE WITH REGULATIONS :

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

TAXES, DUTIES AND LEVIES:-

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

- i. The deduction of **Income Tax** as per statutory requirement of this contract shall be made from the bill.

PAYMENT TERMS :

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

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

PAST EXPERIENCE AND TECHNICAL/FINANCIAL RESOURCES :

Past experience of the tenderer in the **supply, placing & fixing of office equipment** is absolutely essential and will be taken into account while deciding the tender. The tenderer shall give a list of such execution of works carried-out by him in the past in relevant schedules.

TECHNICAL RESOURCES :

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

RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME:

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

PERMITS AND PRIORITIES / LICENCE :

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

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

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

SUPPLY OF TOOLS, TACKLES AND OTHER MATERIALS:

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

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

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

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

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

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

EXTRA WORKS :

The rates for work not included in the schedule will be decided upon, when any necessity arises during the execution of the work, by negotiations between the Company and the contractor. The contractor shall perform the work on the terms and conditions as mutually agreed upon.

ACCEPTANCE OF OFFER :

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

COMPLETION PERIOD :

The work shall have to be completed within a period of two month. The completion period shall be reckoned from the date of handing over of site. The time and the date of completion of work as stipulated and accepted by the tenderer shall be deemed to be the essence of the contract.

The contractor shall organize the activities and commence the work in full swing soon after the award of contract, as per priority decided by Company so as to achieve completion of work within targeted period.

SECTION-IV**TECHNICAL CONDITIONS OF CONTRACT****CONTENTS:**

CLAUSE NO.	NAME OF CLAUSE
4.01	SCOPE OF WORK

4.01 SCOPE OF WORK :

The contractor is required to carry-out works for Procurement and Installation of Video Conferencing equipments at Energy Department Mantralaya Bhopal.

The contractor shall provide following for satisfactory execution of the work:

- i.** Supervision at all the time during execution of works covered under the contract.
- ii.** Providing of skilled, semi-skilled and unskilled labours and supervisors to carryout the work.
- iii.** The contractor shall also properly co-ordinate supervisory staff of the Company who may be present at site at the time of work to provide necessary guidance and supervision for execution of work.

Schedule-1

DETAILS OF EARNEST MONEY

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

2. Name and Address of the Firm/
Company etc. : -----
a. Registered office : -----
b. Postal Address : -----
c. Fax No./Email : -----
d. Telephone number : -----
3. Details of Earnest Money:
i. Amount of E.M.D. - Rs. -----
ii. BG Detail. - -----
iii. Issuing bank/ drawn on bank - -----
iv. If in cash, copy of Money Receipt
to be enclosed. - -----
4. Approximate value of
the offer. - Rs.-----
- Please indicate name
of the works. - 1. -----
2-----, etc.

Place:

Date:

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

SCHEDULE OF QUALIFYING REQUIREMENTS

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

4. DETAILS OF PAST EXPERIENCE OF ERECTION WORKS:

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

Date :

Place :

Signature :

Name :

Seal of the tendering Co.

- Note:** 1. The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender.
2. If required addl. sheets may be used to furnish above information.

QUESTIONNAIRE

NOTE: The tenderers may please note that submission of this Questionnaire duly and properly filled-in is essential while making entries against the questions given below. No reference should be made to comments entered elsewhere in the tender. All queries should be answered and these answers should be complete in themselves. Please note that none of the column should be left blank and clear reply against all columns should be furnished. In case this is not done, the offers will be liable for rejection.

1. Name and address of tenderer. : -----
2. (i) Whether you are State/ Central Govt. Undertaking/ Unit with 100% Government share.: (Yes/No)
- (ii) If yes whether documentary: evidence in support of the above has been enclosed. (In absence of documentary evidence your claim to be State/ Central Govt. Undertaking shall be ignored).:
3. Indicate the validity period of: ----- (Yes/No)
your offer (the offer should be valid for a minimum period of 5 months)
4. Whether the required Earnest: (Yes/No)
Money has been furnished
by you,
If yes,
(i) In which form.: -----
- (ii) Amount of Earnest Money furnished.: -----
5. State whether the quoted prices are FIRM, Firm/ variable.
6. i. State whether GST is: (Yes/No)
chargeable extra.
- ii. If yes, please indicate the applicable rate of GST, surcharge on GST -----
- iii. Any other tax if applicable.: -----
- iv. Indicate GST Registration No.: -----
7. Whether agreeable to company payment terms: (Yes/No)

If not, please indicate terms of payment.

8. Whether agreeable to Company's penalty: (Yes/No)
09. Are you agreeable to payment procedure defined in the tender (Yes/No)
10. Are you agreeable to accept the order for part work: (Yes/No)
11. Whether agreeable to accept: extension order on the same rates, terms & conditions (at the same location), if extension order is placed within 12 months from the date of acceptance and placement of detailed order. (Yes/No)
12. Whether agreeable to furnish security deposit as as indicated in the tender: (Yes/No)
13. Please refer to clause for completion period and confirm whether the same is acceptable to you. (Yes/No)
14. Please confirm whether Income-Tax clearance certificate has been furnished (Yes/No).
15. Whether a list of orders: executed during last 24 months from State Elec. Boards / State Govt. / DGS&D is enclosed with full particulars of nature of work done. : (Yes/No)
16. Whether certificate of competent: authority as a proof of having successfully completed orders has been furnished.: (Yes/No).
17. Whether details of technical: manpower of head office and field organisation furnished.: (Yes/No)
18. Have you furnished the power of: attorney in respect of the person signing the tender on behalf of tenderer: (Yes/No)
19. (i) Whether your firm is: partnership firm.: (Yes/No)
- (ii) If so, indicate the name (s),: complete address and designation of all partners.

20. Whether you agree to clause for arranging T&P & vehicles.: (Yes/No)

21. Whether photo copy of following documents (duly revalidated) has been furnished:

i. EPF Account No.: (Yes/No).

ii. GST Registration No.: (Yes/No).

NOTE:-(i) The tenderer may use above questionnaire sheets in original for furnishing reply along with his offer. However, if separate sheets are used for this questionnaire it may please be ensured that the serial order and language of questions is maintained.

(ii) The tenderer shall necessarily depute the authorized representative who should be present on due date and time of opening of tender. This representative should be authorized signatory of tenderer and should furnish reply on tenderer firm's letter head in case of clarification, if any, sought on the offer after tender opening, if requested.

Date :
Place :

Signature:
Name:
Seal of the tendering Co.

Sl. No.	Item Description	Quantity	Units
1	2	4	5
1	Any Standard make Dome/Bullet 6 Megapixals IP Camera, Night Vision, Poe, 4 mm lens, 1/1.8" sensor, DWDR HD 3076x2048, H.265+	15.000	Nos
2	Any Standard make Dome/Bullet 2 Megapixals IP Camera, Night Vision, Poe, 4 mm lens, 1/2.7" sensor, DWDR HD 1024x768, H.265+	8.000	Nos
3	32 Ch. NVR, 4 Sata, H.265+, HDMI, VGA Port, Upto 8MP Resolution, 2 USBb port, HDMI 4K resolution	1.000	Nos
4	6 TB surveillance HDD	2.000	Nos
5	8 port 10/1000 Giga bite switch Double Uplink	5.000	Nos
6	RJ45 Connector	100.000	Nos
7	Outdoor PVC Box 5x5	32.000	Nos
8	CAR6 Cable for CCTV Approximately	5000.000	Nos
9	CAT6 Cable Armord for CCTV Approximately	1000.000	Nos
10	Heavy Electric Pipe and Accessories	1000.000	Nos
11	HDP PIPE 1"	1000.000	Nos
12	8 Port Gigabite Switch	1.000	Nos
13	Rack 4U	1.000	Nos
14	MCB 6A 220 VOLT	7.000	Nos
15	Electric wire 1 Square MM (copper)	1800.000	Nos
16	Poe Box	5.000	Nos
17	Mounting Pole	2.000	Nos
18	Monitor Stand	2.000	Nos
19	Cable laying in pipe, Camera installation, Camera IP Configuration, HDD formating sequencing, Poe Box and POE Mounting, Pole Mounting digging, Networking. (Qty taken shown is not 1, as there is mislaneous work, approximate amount has been taken)	1.000	Nos