

**MADHYA PRADESH POWER GENERATING CO. LTD.
JABALPUR**



TENDER DOCUMENT

**Sub:- Bi-Annual catering, cleaning, sweeping, watch & ward of camping house of
Pench HPS at Village Pauni, Tahsil Ramtek Distt. Nagpur**

Tender No.: 2026_MPPGC_493129_1



M.P. Power Generating Company Limited (Govt. of MP u/t)
OFFICE OF THE SUPERINTENDING ENGINEER (O&M)

Pench Hydel Power Station Totladoh Office Pauni Th RamtekDist Nagpur (MS) 441401
 CIN-U40109MP2001SGC014882 Regd.office-Block No-9 Shakti Bhawan Rampur Jabalpur(MP)
 Email- sepench@rediffmail.com www.mppgenco.nic.in

No. 5975/9100/Civil/NIT/06-2026/106

Pauni Dtd. 22.04.2026

NOTICE INVITING TENDER

e- Tender No.: 2026_MPPGC_493129_1

(Through e-tendering process only)

1. M.P. Power Generating Co. Ltd. invites Electronic tenders for the following work from the agencies fulfilling the eligibility criteria mentioned below:

1.	Name of work	Bi-Annual catering, cleaning, sweeping, watch & ward of camping house of Pench HPS at Village Pauni, Tahsil Ramtek Distt. Nagpur
2.	Tender spn.no.	E-Tender No.: <u>2026 MPPGC 493129 1</u>
3.	Estimated Value	Rs. 29,10,560.00 (Twenty Nine Thousand Ten Lakh Five Hundred Sixty) only including GST.
4.	Cost of Tender document (to be deposited on line)	Rs 1000/- including Taxes (Non-refundable)
5.	Earnest Money Deposit	Rs. 58200.00 through e-payment mode via Netbanking/ Real Time Gross Settlement(RTGS)/National Electronic FundTransfer (NEFT) OR in the form of Bank Guarantee fromNationalized/Scheduled Bank strictly as per theformat enclosed asperAnnexure-II
6.	Completion period	Twenty four (24) Months (including rainy season)
7.	Publish date of tender document on website	23.04.2026 (18:00 Hrs.)
8.	Start date of sale of tender online /Download	23.04.2026 (18:00 Hrs.)
9.	Bid submission Start Date	23.04.2026 (18:00 Hrs.)
10.	Last Sale date /Document Download	20.05.2026 (15:00Hrs)
11.	Bid submission End Date	20.05.2026 (15:00Hrs)
12.	Bid opening Date (i.e., Due date and time of online opening of eligibility documents)	22.05.2026 (15.30 Hrs Onwards) or shall be intimated separately to the eligible bidders.
13.	Online opening of Price bid of qualified bidders.	Shall be uploaded on the website www.mptenders.gov.in and intimated separately to the eligible bidders.

14.	Eligibility / Pre-qualification criteria for contractors	<p>(a) The bidder should be registered in MPPGCL with A-II class or above OR Registered in equivalent or above class of category in centralized system of MPPWD as per requirement of tender specification and following documents are to be uploaded: -</p> <p>(i) Copy of registration document, (ii) Copy of EPF and GST registration. (iii) Copies of successfully executed orders by the bidder as a main contractor of same / similar nature of general civil works in State Owned Power Generating Companies / Other Captive Power Utilities of PSU / NTPC / Govt. Industries or Departments / Semi Govt. Industries or Departments / Other Leading Industries / IPPs / PSUs in India placed in last 7 years ending with initial date of opening of bid are to be uploaded for the value as under:-</p> <p>(1) Minimum one order of the value not less than 50% (i.e. Rs 7.27 Lakh) of annualized estimated tender value, OR (2) Minimum two order each of the value not less than 40% (i.e. Rs. 5.82 Lakh) of annualized estimated tender value, OR (3) Minimum three order each of the value not less than 30% (i.e. Rs 4.36 Lakh) of annualized estimated tender value. (iv) Average annual turnover of the bidder during 3 consecutive financial years (FYs) in last 4 FYs should not be less than 30% (i.e. Rs 4.36 Lakh) of the Annualized estimated tender value.</p> <p>(1) In case if the 30 % of estimated tender value is equal or less than Rs.200 lakh, Audited balance sheets and P&L accounts OR certificate issued by chartered accountant containing UDIN is to be uploaded. (2) In case if the 30 % of estimated tender value is more than Rs.200 lakh, Audited balance sheets and P&L accounts AND certificate issued by chartered accountant containing UDIN is to be uploaded.</p> <p>(b) If the bidder is unregistered contractor/ registered in single class registration system of MPPWD, then following documents are to be uploaded: -</p> <p>(i) Copies of successfully executed orders by the bidder as a main contractor of same / similar nature of general civil works in state Owned Power Generating Companies / Other Captive Power Utilities of PSU / NTPC / Govt. Industries or Departments / Semi Govt. Industries or Departments / Other Leading Industries / IPPs / PSUs in India placed in last 7 years ending with initial date of opening of bid are to be uploaded for the value as under: -</p> <p>(1) Minimum one order of the value not less than 80% (i.e. Rs. 11.64 Lakh) of annualized estimated tender value, OR (2) Minimum two order each of the value not less than 50% (i.e. Rs 7.27 Lakh) of annualized estimated tender value, OR (3) Minimum three order each of the value not less than 40% (i.e. Rs 5.82 Lakh) of annualized estimated tender value.</p> <p>Note For a (iii), b(i):- In case if the order copy submitted by bidder is having contract period more than a year, then for evaluation purpose, annualized value shall be considered to meet out the PQR criteria.</p> <p>(ii) Copy of EPF and GST registration. (iii) Average annual turnover of the bidder during 3 consecutive financial years (FYs) in last 4 FYs should not be less than the annualized estimated tender value (i.e. Rs 14.55 Lakh). Documentary evidence as applicable from the followings is required to be uploaded.</p>
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	<p>(1) In case if the estimated tender value is equal or less than Rs.200 lakh, Audited balance sheets and P&L accounts OR certificate issued by chartered accountant containing UDIN is to be uploaded.</p> <p>(2) In case if the estimated tender value is more than Rs.200 lakh, Audited balance sheets and P&L AND certificate issued by chartered accountant containing UDIN is to be uploaded.</p> <p>(c) Participating bidder (except PSUs / Government Organizations) is required to upload notarized affidavit on non-judicial stamp paper of appropriate value (which is presently Rs. 100/-) that "Neither the bidder nor any of its sister concern are facing Insolvency & Bankruptcy".</p>
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1. Terms and Conditions for Participation in Tender:

- (i) It is mandatory for prospective bidders to get registration on website www.mptenders.gov.in for e-tendering module of MPPGCL. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- (ii) The tender documents can be purchased online only and downloaded from web site www.mptenders.gov.in by online payment of cost of tender document.
- (iii) Service and gateway charges shall be borne by the bidders.
- (iv) Since the bidders are required to sign their bids online using class-III Digital Certificates, they are requested to obtain the same at the earliest. Please note that it may take up to 7 working days for issue of Digital Certificate. MPPGCL will not be responsible for delay in issue of Digital Certificate.
- (v) If bidder is participating first time for e-tendering in MPPGCL, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Certificate etc. well in advance.
- (vi) MPPGCL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- (vii) Bidders are requested to visit MPPGCL, e-tendering web site (www.mptenders.gov.in) regularly for any clarification and /or due date extension or corrigendum. Any clarification and /or due date extension or corrigendum shall be issued on website www.mptenders.gov.in only.
- (viii) Bidders must positively visit online tendering process at www.mptenders.gov.in.
- (ix) For any type of clarifications regarding e-tendering process bidders can visit www.mptenders.gov.in and contact help desk contact number Nos 0120-4200462, 0120-4001002, 0120- 4001005 and 0120-6277787 and e- mail: support-eproc@nic.in. For any clarification regarding e- submission of offers, the bidders can contact the tender inviting authority on the phone nos. given in the NIT.
- (x) The bidder whosoever is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter to submit offers on behalf of the firm.

2. TENDER FEE:

- I. The cost of tender document as indicated above against each tender is required to be paid online by all the participating bidders. The tender document fee shall not be refundable.
- II. Exemption for MSME, Start ups and SSI of MP from payment of tender fees . The bidder(s) situated /based in state of Madhya Pradesh and registered as:-

- i. Micro small enterprises /START UP
- ii. S.S.I. units with DIC (District Industries centre) of Madhya Pradesh.
- iii. Khadi village industries commission (KVIC) / Khadi Village Industries Board (KVIB)/Coir Board/Directorate of Handicraft and Handloom.
- iv. UdhogAdharMemorandum (UAM) or any other body specified by ministry of Micro small and Medium Enterprises (MOMSME).

For the tendered item(s) are exempted from paying the tender fees : however such firms shall have to upload the requisite documents on e procurement website.

3. Submission of Earnest Money Deposit:-

- I. The earnest money as indicated above against each tender is to be submitted by bidder through e-payment mode via Netbanking/ Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT) OR in the form of Bank Guarantee from Nationalized/Scheduled Bank strictly as per the format enclosed as per Annexure-II.

No offer will be accepted without deposit of Earnest Money, unless exempted (after submission of supporting documents for exemption).

- I. The bidder shall have to deposit the earnest money as indicated in NIT.
- II. The bidders have to quote for complete package of works / services covered in the tender and pay earnest money as indicated in NIT.
- III. Bid/Offer will not be accepted without deposit of Earnest money in proper form unless exemption is granted by MPPGCL as below-
- IV. The exemption from submission of EMD shall be provided to the following bidders subject to uploading of relevant documents on e procurement website.
 - a. **The bidders situated / based in the state of Madhya Pradesh and registered as-**
 - i. Micro small enterprises /START UP
 - ii. S.S.I. units with DIC (District Industries centre) of Madhya Pradesh.
 - iii. Khadi village industries commission (KVIC) / Khadi Village Industries Board (KVIB)/Coir Board/Directorate of Handicraft and Handloom.
 - iv. UdhogAdharMemorandum (UAM) or any other body specified by ministry of Micro small and Medium Enterprises (MOMSME).

For the tendered item(s) are exempted from paying the earnest money : however such firms shall have to upload the requisite documents on e procurement website.
 - b. Small scale Units permanently registered with NSIC are exempted from submission of earnest money deposit. Their registration certificate should be valid for the work s/services quoted against the tender, on original due date of opening of tender. Copy of application or acknowledgement of application submitted by bidder to NSIC regarding registration/renewal of registration shall not be considered.
 - c. PSU/Government sector companies (State or central) like BHEL, NTPC, RAILWAY/TITES/IOCL/HPCL/BPCL/CIL etc and reputed institutes like GEC/IIT/NIT/NPTI/CPRI/other state Government power institutions etc. will also be exempted from submission of EMD. They have to upload a declaration in this regard.

- d. M.P. LaghuUdhyog Nigam Ltd / MP Agro Industries Development Ltd. They have to upload a declaration in this regard.
- V. The Earnest Money shall be refunded to un-successful bidders (except L1 & L2 bidder) within 30 days from the date of issuance of supply order to the successful bidder(s). The earnest money deposited by the successful bidder(s) and L2 bidder shall be returned within 30 days from the date of acceptance of security deposit submitted by the successful bidder against the awarded contract. No interest shall be paid in case of delay in release of EMD.
- VI. Request for adjustment/appropriation of earnest money/other deposits, if any, already lying with MPPGCL in connection with other tenders/orders shall not be entertained.
- VII. In case, the tenderer withdraws offer during validity period or after placement of order, then EMD amount shall be forfeited.
- VIII. The EMD shall be forfeited if MPPGCL finds that the bidder has been engaged in corrupt or fraudulent practices in competing for contract, or has concealed any material information or submitted misleading facts or statements in their bid/offer.
- IX. EMD will be refunded/ returned to all the bidders if the tender is dropped by MPPGCL.
- X. EMD will be refunded/ returned to all those bidders who do not fulfill the Credential/Pre Qualifying Requirement as per the NIT.

X. Verification of Earnest Money Deposit:-

- a. The EMD as per NIT is to be submitted online through e-payment mode via Net banking/Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT). The online submission shall be considered for opening of bid Offer. EMD submitted online will be verified by MPPGCL.

OR

EMD is to be prepared in the form of Bank Guarantee from Nationalized/Scheduled bank Strictly as per the format enclosed as Annexure-II with validity of 9 months from the due of opening of the tender and scanned self-certified copy of the same is to be uploaded on e-procurement website. The BG submitted online towards EMD will be verified by MPPGCL.

OR

The bidders exempted from submission of EMD shall have to upload the scanned self-certified copy of documentary evidence on e-procurement web site. Same documents shall be verified by MPPGCL.

- b. The envelope containing Bank Guarantee towards EMD in physical form of participating bidder shall be opened on due date & time. MPPGCL reserves the right to seek confirmation of bank guarantee from the issuing bank.
- c. The offers received without pre-requisite EMD shall be summarily rejected.

4. Submission of Documents for Eligibility:

- (i) The prospective bidders, who have adequate supporting documents to fulfill eligibility criteria as detailed above will upload scanned self-certified copies of requisite documents (in the manner prescribed in tender document) as required in e-tendering process.

- (ii) A scanned copy of authority letter issued by the bidder in favour of his representative under whose digital signature online tender has been submitted on behalf of the bidder is to be uploaded along with online tender submission on or before last date of submission of bid.
- (iii) The tenders submitted without requisite documents in desired manner shall not be opened. However, the cost of tender document shall not be refunded in any condition.

5. Submission of Techno-commercial bid:-

Bidders must positively complete online e-tendering procedure at www.mptenders.gov.in.

6. Submission of Price bid:-

For price bid submission bidder shall have to download the price bid format and after filling the requisite fields of the same and thereafter submit the Price bid document by uploading the same online only as per instruction therein. **Physical submission of price bid is prohibited and therefore shall not be entertained.** The price bid of eligible bidders only shall be opened online on a later date, which shall be notified online at www.mptenders.gov.in. The Bidders can view the information of date of price bid opening on web site.

- 7. In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- 8. MPPGCL reserves the right for extension of due date of opening of bid considering participation of qualified bidders in the tender.
- 9. Any change/modifications/alteration in the tender documents is not allowed and such tender shall be liable for rejection.
- 10. In case of any discrepancies found between the downloaded tender documents from website and the master copy available in the office of the tender inviting office, the later shall prevail. No claim / appeal on this account will be entertained or given cognizance.

The bidder shall be solely responsible for the correctness/ genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender document which are incomplete or with change in contents, the offer will summarily be rejected.

- 11. For amendment and further information regarding due date of extension / clarifications/ corrigendum/ updates, if any, the bidder should visit the website www.mptenders.gov.in regularly. In case of amendments/ due date of extension/ clarification/ corrigendum/ updates, the responsibility lies with the bidders to collect the same from the web site of MPPGCL or office of the undersigned before the last date of submission of tender document. MPPGCL shall have no responsibility for any delay/omission on part of the bidder.
- 12. MPPGCL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

13. Abnormally high/low rates quoted by Bidders- MPPGCL

(a) shall have right to obtain justification from bidder(s) for their quoted prices or rates. MPPGCL may ask for detailed price/rate analysis for such quotes and demonstration of justification from such bidder(s). In case the bid value quoted by the bidder is less than 80% of estimated value put to the tender then the quoted rates by bidder shall be considered abnormally low rates.

(b) The rates less by 20% (or more) than the estimated rates shall be considered abnormally low/high rates.

(c) In case of abnormally low rates for works/services the bidder(s) shall have furnish an additional security in the form of Bank Guarantee for the value in Rs obtained from the difference between the 80% of estimated value of works/services put to the tender and bid value on bidders quoted rates. The proforma of BG towards additional security is enclosed as Annex – XIV

14. Requirement to Read the Tender Documents by Bidder
15. The Bidders are requested to go through all the contents of Tender documents thoroughly before submission of their bids/offers.
16. Language of Bids / Offers - The Bids / Offers should be prepared in Hindi or English only.

NOTE:- The bidders not submitting all the desired documents as per NIT/Tender document at the time of Bid submission shall not be allowed to submit documents subsequently and their bids shall be liable for rejection on account of incomplete documents. There is no provision of shortfall documents and hence no communication in this regard shall be cetertained. Only technocommercial clarification (if required) can be obtained though e- mail/physical from, from the bidders and such clarification will he displayed in public Domain.

“SAVE ELECTRICITY”

**Superintending Engineer (O&M)
Pench : MPPGCL : Totladoh**



M.P. Power Generating Company Limited (Govt. of MP u/t)
OFFICE OF THE SUPERINTENDING ENGINEER (O&M)

Pench Hydel Power Station Totladoh Office Pauni Th RamtekDist Nagpur (MS) 441401
CIN-U40109MP2001SGC014882 Regd.office-Block No-9 Shakti Bhawan Rampur Jabalpur(MP)
Email- sepench@rediffmail.com Mobile No.- 8965978030

Tender No.: 2026_MPPGC_493129_1

List of Mandatory Document

- 1 EMD as per NIT**
- 2 Valid “REGISTRATION CERTIFICATE” of contractor as per NIT**
- 3 Valid registration with EPF authority**
- 4 Goods and Service Tax Registration PAN based.**
- 5 Work experience as per NIT**
- 6 AUTHORITY LETTER (If Required) as per NIT.**
- 7 Average annual turnover along with documentary evidence. Audited balance sheet/Certificate of CA containing UDIN as per NIT.**
- 8 Tender Acceptance letter as per Annexure-I**
- 9 Under taking for successful Execution of contract awarded to biddersasper Annexure-III.**
- 10 Under taking for observing Fair and Ethical practices as per Annexure-IV.**
- 11 Affidavit on a non-judicial stamp paper of Rs.100/- and shall be Notarized for No Banning/Blacklisting/Delisting . Annexure-IX**
- 12 Affidavit on a non-judicial stamp paper of Rs.100/- and shall be Notarized that “Neither the bidder nor any of the sister concern are facing insolvency & Bankruptcy” formet enclosed.**

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MADHYA PRADESH POWER GENERATING CO. LTD.
JABALPUR

Detailed Notice Inviting Tender

1. Tenders on **Item Rate** are invited (online) from contractors fulfilling the desired eligibility criteria as per tender notice. For participation in e-tendering module of MPPGCL it is mandatory for prospective bidders to get registration on website www.mptenders.gov.in. As online submission of bid requires signing of bids online using class-III Digital Certificates, bidders are advised to obtain the same at the earliest. Please note that it may take up to 7 working days or more for issue of digital certificates and as such the bidder should ensure obtaining digital signature certificates timely from an authorized vendor in the e-procurement website. However MPPGCL will not be responsible for delay in issue of Digital Certificate.

– Probable value of the contract	As per tender notice
– Earnest money to be deposited with the tender	-do-
– Time allowed for completion of work	-do-
– Cost of tender documents	-do-
– Eligibility Criteria	-do-

2. The online bid to be submitted by the bidder shall be in 2 parts as mentioned below:
- Part I/ Cover–This will be for fee+ prequalification + Technical bid (if any).
- Part II/ Cover - It shall be named Financial Part of Bid and shall comprise of Price Bid.
3. The tenderers are required to upload self certified scanned copies of following documents on the website along with tender offer –
- i. Documents required to be submitted in support of fulfillment of eligibility criteria specified as per tender notice in prescribed mode as detailed in **Annexure B**.
 - ii. Authority letter issued by the bidder in favour of his representative under whose digital signature online tender has been submitted on behalf of the bidder.
- In case it is observed that the submission of bids is not made in the prescribed manner, the MPPGCL shall reserve the right not to consider the bid and return the same.
4. For price bid submission bidder shall have to download soft copy of the price bid form and fill up the requisite fields of the same and submit the Price bid document by uploading the same online only. Physical submission of price bid is prohibited and therefore shall not be entertained.
5. Tender documents can be submitted online on website www.mptenders.gov.in by making online payment towards cost of tender mentioned above. The service end gateway charges shall also be borne by the bidders Moreover if any changes/ tempering in the tender forms/ documents to be uploaded by the bidder (i.e., price bid or any other prescribed document/form) are found, the tender shall be summarily rejected. Under no circumstances the amount paid for the tender form shall be refunded. Tenders not submitted on the proper departmental form will not be considered.
6. **Bid Opening –**
- i. Bidder shall have to submit the Price bid online only in the format downloaded from website and uploaded as per instructions therein.
 - ii. Evaluation of bid with respect to eligibility for price bid opening in pursuant to aforesaid clauses shall be taken up by the tender inviting authority and short listing of bidders evaluated for price bid opening shall be made. The result of this evaluation of bid shall be made public online. The eligible bidders for online opening of price bid shall be notified online after satisfaction of PQR/EMD.

- iii. The price bid of technically qualified bidders shall be opened online at the notified date and time. Bidders can view the price bid opening date by logging into e-tendering web-site indicated in NIT.
 - iv. The MPPGCL shall inform, the bidders, who have qualified for price bid opening, of the date, time of online opening of price bid of the tender, In the event of specified date being declared holiday, the bids will be opened on next working day.
 - v. On the specified date and time, the price bid of the qualified bidders shall be opened online, the bidders name, the bid rates and total amount of each bid and such other details as MPPGCL may consider appropriate will be notified online by MPPGCL at the time of Price bid opening.
7. Not more than one tender shall be submitted by one contractor or one firm of contractors, for one work.
8. Tenderers are required to furnish the **Earnest Money online**. –As per NIT
9. Within 10 days of intimation being given to him of the acceptance of the tender, the successful tenderer shall deposit the initial security deposit in the form as mentioned **in clause 7 of "Instructions to the Tenderer"** or as mentioned in the letter of intent, amount to two point five percent (2.5%) or such higher percentage of the value of the contract as may be determined by the competent authority and execute an agreement on the prescribed form duly stamped, for the due and proper fulfillment of the contract. The cost of stamp shall be borne by the contractor. The contractor shall also permit the MPPGCL, at the time of any payment to him for work done under the contract, to deduct such amount from running bills for work done under the contract which will make the total deductions together with the initial security deposit already furnished, if any, amount to such percentage, **as given in Clause 7 of the "Instructions to the Tenderers"** of the value of the accepted tender or of the value to amount, which the contract may subsequently be estimated to amount, Whichever is higher. This amount will be retained as the security for the due and proper fulfillment of the contract. However this deduction shall not be made from RA bills of the contractor if the BG in prescribed form annexed with the tender is submitted by the contractor towards full amount of security deposit while execution of agreement. In case the executed value of work exceeds the contract value mentioned in letter of award, deduction towards balance amount of security deposit shall be made from RA Bills.
10. Failure by the successful tenderer to furnish the prescribed initial Security Deposit or to execute the agreement, within the period **specified in clause 7 above**, after his tender has been accepted or to start the work, within such time as is determined by the Engineer-In-Charge, after notification of the acceptance of the tender, shall entail forfeiture of the Earnest Money and cancellation of the contract without prejudice to the rights of the MPPGCL to recover further damages if any from the tenderer.
11. Tenders who do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
12. Before submitting the tender, the tenderer shall be deemed to have full knowledge of all relevant documents and to have satisfied himself, by actual inspection of the site and locality of work, that all the conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and are inclusive to accord with the provisions of the General/Special conditions of Contract for the completion of the work to the satisfaction of the Engineer-in-charge.

The submission of tender by the tenderer implies that he has read and accepted the instructions, the conditions of contract etc. and has made himself aware of the scope of specification of the work to be done and of the conditions and rates at which stores will be issued to him as specified in schedule 'B' and local conditions and other factors bearing on the execution of the work.

The MPPGCL will not, after acceptance of contract, pay any charges for any reason whatsoever, in case the contractor is found later on to have misjudged the site conditions.

The contractor must arrange for transport of all materials and include all such cost in the rates quoted by him for the finished work.

13. a) In case of invitation of tenders on percentage rate basis, the rate shall be percentage below/ above/ at par with SOR of *MPPWD for Building w.e.f. 01/01/2024/ Road & Bridge w.e.f. 25.03.2022 / MPWRD UCSR 1.9.2017* as mentioned in tender notice, with amendments up to the date of opening and base rates, if any. Only one rate shall be quoted. In case different rates are quoted for items of Bill of Quantities attached with Technical Specifications, the tender shall not be considered. **NO SEPARATE PAYMENT OF LEAD AND LIFT OF MATERIALS SHALL BE MADE.** If any item not included in the BOQ but available in the USR, may be got executed if circumstances so arises at the accepted percentage. The bidders shall make entries to fill in percentage rate in downloaded price bid form. Upon numerical entry, the quoted percentage in words would automatically appear and upon entry of percentage (above/below/at par), total bid price would automatically be calculated by the system and would be displayed.
- b) In case of invitation of tenders on item rate basis, the rate should be quoted against each item separately in the schedule of items (i.e., BOQ) attached with technical specifications. The bidders shall make entries to fill in rates in bill of quantities/ schedule of items of the downloaded Price Bid Schedule. Upon numerical entry, the quoted rate of each item in words would automatically appear and upon entry of rates in all the items of work, total bid price would automatically be calculated by the system and would be displayed. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

The rates quoted by the bidder in the specified column/ row of price bid shall **be exclusive of GST** but inclusive of other taxes, duties and royalties etc. as mentioned in details **under clause 21 'Royalties and other taxes' of instructions to tenderers.**

The offer will be evaluated on the basis of grand total amount of entire items as one package as a whole and not rate/ amount of individual items.

14. The contract or any part thereof shall not be sublet without the written permission of the MPPGCL / Chief Engineer (Civil) or his authorized representative.
15. The contractor will be bound to follow the M.P. Model Rules relating to layout of water supply and sanitation in labour camps (vide annexure 'A')
16. The contractor shall pay not less than Minimum Wages to the labourers engaged by him on the works.
17. The Engineer-in-charge reserves the right to take up departmental work or to award any work on contract in the vicinity without prejudice to the terms of this contract.
18. It shall not be obligatory for the MPPGCL or its officers to accept the lowest tender. The authority for the acceptance of the tender will rest with the MPPGCL which does not bind itself to accept the lowest or any other tender nor does it undertake to assign any reason for declining to consider any particular tender or tenders.
19. Canvassing or support in any form for the acceptance of any tender is strictly prohibited.
20. The electronic bidding system would not allow any late submission of bids after due date & time as per server time. Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within

the bid submission time shall be considered as the bid. For this purpose, modification/ withdrawal by other means will not be accepted. In on line system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed. No bid shall be modified or withdrawn after the deadline of submission of bids.

The tenders shall remain open for acceptance subject to the provisions of relevant clause above for a period of four months from the date of opening of 'Price bid' or any other extended date for their receipt and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of the Earnest Money deposited with the tender.

21. **Further information, if any, can be had from the tender inviting authority, but it must be clearly understood that the tenders must be received, in order, by the due date and in time and according to the instructions.**
22. **All royalties, all duties, local and other taxes, cess, which are not subsumed in GST (goods and service tax) Insurance and Workman's compensation etc, are to be borne by the contractor.**
23. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension.
24. For amendment, if any, please visit www.mptenders.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to collect the same from the web site of MPPGCL or tender inviting office before the last date of sale of tender document. MPPGCL shall have no responsibility for any delay/omission on part of the bidder.
25. THIS NOTICE OF TENDER SHALL form part of the contract and any breach of terms of this notice shall be deemed as a breach of this contract.

MADHYA PRADESH POWER GENERATING CO. LTD., JABALPUR

Instruction to Tenderers

**1. Definition
MPPGCL**

The MPPGCL shall mean the Madhya Pradesh Power Generating Company Limited constituted under section 5 of the Electricity (Supply) Act, 1956 and shall include its successors and assigns.

ENGINEER-IN-CHARGE

It shall mean the Engineer of the MPPGCL who is appointed by the MPPGCL as Engineer-in-charge for the purpose of this contract.

SITE

The term shall mean the area earmarked by the MPPGCL for execution of the work as indicated in the drawing attached or as per tender notice.

WORKS

The expression 'works' or 'work' shall unless there is something either in the subject or contract repugnant to the contract be construed to mean work undertaken to be executed by the contractor whether temporary or permanent and whether original, altered, substituted or additional.

2. Specification and drawings

Copies of specifications designs, drawings and other documents, required in connection with the work, shall also be kept open for inspection in the office of the tender inviting authority during office hours.

3. Tender forms/ documents

No tender will be considered which is not submitted as per procedure and terms and conditions stipulated in detailed NIT and website.

4. Final date of receipt of tender

The requisite documents in physical form duly signed must be submitted to the tender inviting authority in a sealed envelope as per the procedure mentioned in tender notice so as to reach designated office not later than time and date specified in the tender notice. The date and time of online opening of price bid (submitted online) shall be notified to the eligible contractors on website.

5. Rules for firms

If the tender is submitted by any proprietary concern, it shall be signed by the proprietor only. In case of a Registered Company, the seal of the company shall be affixed over the signature of one or more Directors as may be provided in the Articles of Association along with a true copy of Memorandum of Association and Articles of Association. In case of any partnership, true copy of deed of partnership shall be furnished along with the tender. The tender shall be signed by all the partners unless otherwise authorised by the deed of partnership in which case necessary power of attorney shall be furnished. Full name and address of the signatory shall be mentioned in all cases.

NOTE: The above shall also apply to clause 8 herein.

6. Any person who desires to participate in tender should submit the tender in the prescribed manner and on prescribed forms. Tender which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or stipulate any other condition of any sort will be liable for rejection. Tenders offering a percentage deduction from or increase on the estimated amount, and those not submitted in proper form will be rejected.

7. **Mode of Security Deposit**

The initial Security Deposit shall be made in one of the following form:

- (i) Pay orders/Demand Draft/bankerscheque payable in favour of the accounting unit of MPPGCL as mentioned in tender notice.
- (ii) Cash to be deposited with the accounting unit of MPPGCL as mentioned in tender notice.
- (iii) Direct deposit in concerning RAO account (mentioned in tender notice) through NEFT/RTGS, however in such case the confirmation from respective RAO should be obtained and submitted with tenders towards proof of deposition of EMD.
- (iv) Bank guarantee issued by scheduled bank but should be in prescribed proforma (annexed with tender).valid for a period as mentioned in the letter of intent or the prescribed format for security deposit. But the contractor /bidder should extend the validity period, if so requested by the MPPGCL. If the bidder fails to submit the extended BG on or before the expiry of BG, the company shall be at liberty to encash the BG submitted towards security deposit

The adjustment of earnest money for initial security deposit is not allowed.No interest shall be allowed on the security deposit.

On acceptances of tender, the successful tenderer, within the time specified in the Letter of Intent must deposit the required amount towards initial Security Deposit in one of the forms stated above. **Submission of initial security deposit in shape of Bank Guarantee is not permitted;** however, the contractor shall be at liberty to submit Bank Guarantee towards full/ total amount of security deposit at the time of execution of contract agreement. In such cases the EMD shall be refunded to the contractor in due course of time. The total amount of Security Deposit shall be as follows :-

Category of contractors	Initial Security Deposit	Deduction from first three RA bills (in case where number of RA bill are less than three than deduction of proportionate amount from each RA bill)	Total Security Deposit
1. Contractors Registered in appropriate class of MPPGCL.	2.5% of contract value	7.5% of contract value	10% of contract value or executed value, whichever is more.
2. Contractors not Registered in appropriate class of MPPGCL.	5% of contract value	5% of contract value	10% of contract value or executed value, whichever is more.

In case the contractor wishes to deposit full security deposit in the approved form as mentioned in relevant condition at any stage during the course of execution of work, in such condition security deposit submitted during execution of agreement or deducted from running bills shall be refunded/released by the Engineer-in-Charge.

8. Execution of agreement.

The tenderer whose tender is accepted shall be required to present himself or his duly authorized representative (s) in person(s) in the office as mentioned in the letter of award to execute the agreement on the proper form duly stamped for the due and proper fulfillment of the contract. The cost of the stamps shall be borne by the contractor. Not less than two copies of the contract documents shall be signed by the contractor or his authorized representative. On request, one copy of the agreement will be given to the contractor on later date.

9. Forfeiture in case of failure.

Failure to furnish the Security Deposit or to execute the required agreement within the time specified shall constitute a breach of the agreement attached by the acceptance of the tender in which case the Earnest Money accompanying the tender shall be forfeited by the MPPGCL as liquidated damages for such default.

10. Refund of Security Deposit

On application by the contractor for refund of the Security deposit, 50% of the Security Deposit may be refunded after completion of the work provided the Engineer-in-charge is satisfied that the balance 50% shall be sufficient to cover all liabilities of the contract including that of maintenance period. The balance 50% shall be refunded only after the Expiry of the maintenance period or payment of the final bill whichever is later.

11. Receipts.

The receipts of a clerk for any money paid by the tenderer will not be considered as any acknowledgement of payments to the Regional Accounts Officer/Senior Accounts Officer and the tenderer shall be responsible for seeing that he procures a receipt signed by the Regional Accounts Officer / Senior Accounts Officer or any other person duly authorized by him.

12. Offer to be open for Six months for acceptance.

The fact of the submission to the Madhya Pradesh Power Generating Company Limited of a tender shall be deemed to constitute an agreement between the tenderer and the MPPGCL whereby such tender shall remain open for acceptance by the MPPGCL subject to its right, for a period of six months from the date and time on which tenders are opened, during which period the tenderer shall agree not to withdraw his offer not to impair or derogate from their effects. If the tenderer is notified within the aforesaid period that his tender is accepted he shall be bound by the acceptance there of by the MPPGCL. Any such withdrawal during the said period will entail forfeiture of the Earnest Money deposited with the tender.

13. Opening of tenders

The tenders shall be opened in the office as mentioned in the detailed tender notice. The authority or his authorised representative will open the tenders at specified time on the date of opening of the tenders in the presence of such tenderers or their accredited representatives as may wish to be present at the time of opening of tenders. The opening of price bid shall be made online which can be viewed by the bidders online.

14. Prohibition of separate communication

No separate communications which have bearing on the tender conditions/ rates etc. shall be made by the tenderer and shall not be entertain able but all explanatory or qualifying remarks which the tenderer may desire to make must be recorded separately in the tender.

15. Contract documents to be studied by the tenderers

The tenderer shall examine thoroughly the specifications and carefully study all the drawings, documents, which form part of the contract to be entered in to by the successful tenderer before submitting his tender, unit rates in which shall be for finished work.

16. Bill of quantities

A Schedule of Quantities annexed in the technical specification part of tender document is to give an idea of the nature and quantum of work to be executed. It shall however, be

understood that this is liable to alterations by omissions, deductions or additions at the discretion of the MPPGCL during the course of the contract. Consequently, the quantities of individual items of work may vary or certain items may not be required to be executed at all. The rates quoted shall remain firm as long as the overall value of the contract does not vary beyond $\pm 25\%$ of the tender value. In case of any variation beyond $\pm 25\%$ of the tender value the rates shall mutually negotiated for execution of balance work. However, in case of annual contracts wherein term of contract is minimum 12 months, it shall be on discretion of MPPGCL to enhance the term of contract upto further 6 (six) months and consequently the value of contract also if applicable on the same rate(s), terms and conditions which shall be binding of the contract.

17. Care in submission of tenders

Before online submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works and all the conditions liable to be encountered during the execution of the works, and that the rates be entered in the tender forms are adequate and are inclusive to accord with the provisions of the General, Special conditions of contract for the completion of the work to the satisfaction of the Engineer-in-charge.

18. Omission and Discrepancies

Should a tenderer find discrepancies in, or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders, who may send written clarification to all tenderers. Every endeavor has been made to avoid any error which can materially affect the bases of the tender but if any error is subsequently discovered, the tenderer shall make no subsequent claim on account thereof.

19. Visit to site etc.

The submission of a tender by a tender implies that he has read and accepted these instructions, the conditions or the contract etc. and has made himself aware of the scope and specification of the work to be done and of the conditions and rates at which stores, tools and plants, etc. will be issued to him and local conditions and availability of materials of required quality and quantity and other factors bearing on execution of the work. The MPPGCL will not, after acceptance of contract rate, pay extra charges for any reason whatsoever in case the contractor is found later on to have misjudged the actual conditions at site of work or the availability of materials for works.

20. Transport of materials

The Contractor must arrange for all transport of materials and include all such cost in the rates quoted by him for finished work. The contractor shall make his own arrangement for the supply of wagons, if required by him, for the transport of his materials.

21. Royalties and other taxes.

The contractors are requested to quote the rate(s) excluding GST (Goods & Service tax) as per applicability as on the date of opening of price bid / revised price bid which shall be paid separately to the contractor as per the applicability and provisions of GST act. However the quoted rate(s) should be including royalty charges welfare cess, or other taxes, duties, cess (not subsumed with GST) as on date of opening of tender/revised price bid. Any statutory increase in the rates of GST, royalties, welfare cess and other levies subsequent to the opening of price bid/revised price bid shall be reimbursable to the contractor within contractual completion period only on production of documentary proof of payment of the same to the concerning authorities

22. Subletting the contract

The Contract or any part thereof shall not be assigned or sublet without the written permission of the MPPGCL or its nominee. In case such a permission is granted, however, it shall be borne in mind that the MPPGCL shall under no circumstances recognize the subcontractors and the responsibility of executing the work according the specifications and within the stipulated time shall entirely rest with principal contractor.

23. Memorandum of work and list of materials

The Memorandum of work to be tendered for and the schedule of materials to be supplied by the MPPGCL and their issue rates are to be filled in and completed in all respect by the Office of tender issuing authority before the tender form is issued. If a form is issued to any intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

24. Receipts for payment made to contractors

Receipts for payments made on account of work when executed must be signed by the Contractor or by the person legally authorized to give effectual receipts for the contractor.

25. Protection of Public and workmen

It shall be the sole responsibility of the Contractor to protect the public and his employees and workmen against accident from any cause and he shall indemnify the MPPGCL from any claims for damages or injury to a person or property resulting from such accident.

26. Employment of qualified Engineer and Engineering subordinates

The Contractor will have to engage Engineers and Engineering Supervisory staff commensurate with the technical nature and quantum of work. If the Engineer-in-Charge finds that engineering and supervisory Staff deployed at any stage is not adequate and that the Contractor has not taken due action to employ the required staff inspire of notice given to him in writing by the Engineer-in-charge the later shall have the power to recover from any payments due to the Contractor by way of penalty, a sum equal to the estimated salary of the staff so less employed.

In case of any dispute regarding the scale of Engineering staff to be so employed, the decision of the Executive Director / Chief Engineer (Civil) under whose jurisdiction the works are in progress, shall be final and binding on the Contractor.

27. Acceptance of Tender

The acceptance or rejection of any tender is entirely at the discretion of the authority empowered to deal with the matter and no explanation can be demanded for the cause of rejection of his tender by any tenderer.

28. Right of MPPGCL to deal with tender

The MPPGCL reserves the right of not to invite tender for any work or to invite open or limited tenders and when tenders are invited to accept a tender in whole or in part or reject any or all tenders without assigning any reasons for such action.

29. Specifications to be followed

The work will be carried out strictly in accordance with the latest Indian Standard code of Practice. The aforesaid specification should however, be read in conjunction with the specification annexed to tender and in the event of any conflict or contradiction between the provisions of such specifications, the specifications annexed to the tender shall prevail. In case, there is no provision in Indian Standard Code of Practice, the work shall be carried out in accordance with such codes of practice as may be decided by the Engineer in charge. In the absence of any specifications in any of the above codes the specifications as decided by the Engineer in charge.

30. Instruction to form part of contract

These INSTRUCTIONS TO TENDERERS shall form part of the Contract and any breach there of shall be deemed to be a breach of the contract.

31. Initial Security Deposit in respect of unregistered contractors

In case of Contractors not registered with the MPPGCL in the appropriate class, they shall be required to make initialsecurity@ 5% of contract valuedeposit at the time of execution of agreement. Further deductions @ 5% from the running bills will be made so that the total security shall be limited to ten percent of the value of contract or executed value whichever is more.

32. In case of any ambiguity in bids or for any reasons deemed fit by MPPGCL, MPPGCL reserves right to conduct the snap bidding amongst the participating bidders.

- 33.** The bidders are requested to quote their rates taking into considerations applicable provisions of the following acts/ordinance
- i. Contract labour (regulations & Abolition) Act 1970.
 - ii. Minimum wages act 1948.
 - iii. Workman compensation act 1923.
 - iv. Employee PF and miscellaneous provision act 1952.
 - v. Payment of bonus act 1965.
 - vi. Factory act 1948.
 - vii. Any other act/ regulation/bylaws and other norms/rules applicable on the works covered under the contract or on the work force to be deployed for the execution of the work.

If some of the items /works covered under the schedule of items specify deployment of minimum strength of labour to be engaged for execution of work covered under these items, the total value of these items based on quoted rates of contractor against each items should be more than the workable value/amount evaluated based on the specified strength under applicable provisions of the aforesaid. If the total value of these items based on quoted rates of the contractor against each items is less than the workable value/amount evaluated based on the specified strength under applicable provisions of the aforesaid, in that case the contractor shall be considered disqualified for the award of contract irrespective of their /his bid position in contract as a whole.

Thereafter the bids of such qualified bidders (after qualifying the condition mentioned above) shall be considered for award of contract based on the overall bid value calculated on the basis of rates quoted against individual items (i.e. items wherein the labour strength is defined as well as the rest of the items wherein the labour strength is not defined.).

PRICE BID FORM A

(Applicable for Percentage Rate Tender Only)

I/ We hereby tender for the execution for the Madhya Pradesh Power Generating Co. Ltd. of the work specified in the underwritten memorandum within the time specified in schedule at the rates quoted in the Price Schedule/ Bid as per provisions of clause 13 (a) of the Detailed Notice Inviting Tenders and in accordance and in all respects with the specifications, designs, drawings and instructions in writing referred to above clause here of and in clause of the annexed conditions and with such materials, as are provided for by, and in all other aspects in accordance with such conditions so far as applicable. The copy of Bill of Quantity is also attached with Technical Condition of this contract.

MEMORANDUM

(a) General Description	AS PER TENDER NOTICE
(b) Estimated Cost	AS PER TENDER NOTICE
(c) Earnest Money	AS PER TENDER NOTICE
(d) Security Deposit (including Earnest Money)	AS PER CLAUSE 7 OF THE 'INSTRUCTION TO THE TENDERERS'
(e) Percentage, if any, to be deducted from bills	AS PER CLAUSE 7 OF THE CHAPTER INSTRUCTION TO THE TENDERERS'
(f) Time allowed for the work from date of written order to commence.	AS PER TENDER NOTICE

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the M.P. Power Generating Co. Ltd. or its successors and assigns in office, the sums of money mentioned in the said conditions. The total sum of earnest money forwarded herewith as per clause 7, the full value of which is to be absolutely forfeited by the said MPPGCL or its successors and assigns in office without prejudice to any other right or remedies of the said MPPGCL or its successors and assigns in office. Should I/We fail to commence the work specified in the above memorandum (a) should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with relevant conditions of contract otherwise the said sum shall be retained by the MPPGCL as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Board on account of the security deposit specified in relevant condition of contract.

PRICE BID FORM-'B'

(Applicable for Item Rate Tenders Only)

I/We hereby tender for the execution for the Madhya Pradesh Power Generating Company Limited of the works specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with specifications, designs, drawings and instructions in writing and in accordance with such conditions so far as applicable.

M E M O R A N D U M

- (a) General description : As per Tender Notice
- (b) Estimated cost (Probable amount of contract) : As per Tender Notice
- (c) Earnest money : As per Tender Notice
- (d) Security Deposit (Including Earnest Money) : As per clause 7 of instruction to tenders
- (e) Percentage, if any, to be deducted from bills : As per clause 7 of instruction to tenderers
- (f) Time allowed for the work from the date of written order to commence the work. : As per Tender Notice

Item	Quantity	Description	Unit	Unit Rate	Amount
in Figures in Words					
----- As per Bill of Quantities attached with price bid-----					

(SEE SCHEDULE ATTACHED WITH PRICE BID)

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the M.P. Power Generating Co. Ltd. or its successors and assigns in office, the sums of money mentioned in the said conditions. The total sum of earnest money forwarded herewith as per clause 7, the full value of which is to be absolutely forfeited by the said MPPGCL or its successors and assigns in office without prejudice to any other right or remedies of the said MPPGCL or its successors and assigns in office. Should I/We fail to commence the work specified in the above memorandum (a) should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with the relevant conditions of contract otherwise the said sum shall be retained by the MPPGCL as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Board on account of the security deposit specified in relevant condition of contract.

General Conditions of Contract

Clause 1-Security Deposit

the person/persons whose tender may be accepted, hereinafter called the Contractor (Which expression, shall unless extended by or repugnant to the context, includes his heirs, executors, administrators, representatives and assigns) shall permit the MPPGCL at time of making any payment to him for work done under the Contract to deduct such amount by way of Security Deposit as stipulated in clause 7 of the "Instruction to tenderer" of this tender document. In the event of such a deduction not being made by the MPPGCL wholly or partly at the time of making the payment the MPPGCL shall be free to make such deduction at any time from any amount due and payable to the Contractor under this Contract. Such deduction shall be held by the MPPGCL by way of Security Deposit. All compensation or other sums of money payable by the Contractor to the MPPGCL under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the Contractor by the MPPGCL on any account whatsoever and in the event of his Security Deposit being reduced by reasons of any such deductions or sale as aforesaid the contractor shall within ten days thereafter make good in cash or government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

Clause 2-

(a) Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the Contractor or from the date of handing over the site and / or first set of drawings (in case if there is any delay on part of the MPPGCL in handing over the site or first set of drawings). The work shall, throughout the stipulated period of the contract, proceed with all due diligence (time being deemed to be the essence of the Contract on the part of the Contractor) and the Contractor shall pay as the compensation an amount equal to one percent, or such smaller amount as the competent authority to grant extension of time may decide on the value of balance work after stipulated due date of completion for every day that the work remains incomplete.

(b) Interim progress or work

To ensure good progress during the execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the work before one-fourth of the total time allowed under the contract has elapsed, one-half of the work before one-half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the Contractor failing to comply with this conditions, he shall be liable to pay such compensation as may be decided by the S.E. (Civil)/ Engineer-in-charge whose decision in writing shall be final.

Provided always that the entire amount of compensation to be paid under the provision of the aforesaid clause 2 shall not exceed 10% (ten percent) on the value of balance work after due date of completion as per contract agreement. The amount of penalty shall be determined by the competent authority of MPPGCL depending upon the reasons for the delay attributable to the contractor or attributable to the MPPGCL or for any reasons not within the control of contractor/ MPPGCL or "Force Majeure". Competent authority reserves the right to grant extension of time to the contractor with nominal penalty under this clause depending upon the merits/de-merits provided MPPGCL has not suffered any direct or indirect losses due to delay.

MPPGCL reserve the right to retain the proportionate amount of penalty under this clause from the running bills raised by the contractor after due date of completion which shall be released / adjusted after decision of competent authority on quantum of penalty imposed on the contractor while grant of final extension of time. However, based on the genuine reasons, competent authority of MPPGCL for ensuring progress of the work, on the request made by the contractor may defer the levy of penalty during the currency of contract or till final settlement provided the contractor provides the alternative security (as asked or approved by MPPGCL) on this account to recover penalty if decided to be imposed later. However the decision of MPPGCL shall be final for the same.

Clause 3

In any case, in which the Contractor commits a breach of any terms of this Contract or abandons the work wholly or partly for any reasons or dies or fails to carry out any work which he is bound to carry out under the terms of this Contract, the MPPGCL or the Engineer-in-charge on behalf of the M.P. Power Generating Co. Ltd. shall have power to adopt any of the following courses without prejudice to any other that may accrue under this Contract.

(a) To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), in which case the Security Deposit of the Contractor shall stand forfeited, and be absolutely at the disposal of the board without prejudice to the right of the MPPGCL to recover any further amount by way of damage.

(b) To employ labour paid by the MPPGCL and to supply material to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the material of amount of which cost and price certificate of the Engineer-in-charge shall be final and conclusive against the Contractor together with their departmental charges as may be fixed by the MPPGCL from time to time and crediting him either with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract or the cost of the labour and the price materials as certifies by the Engineer-in-charge whichever is less (The certificate of the Engineer-in charge as to the value of the work done shall be final and conclusive against the Contractor).

(c) To measure the work of the Contractor and to take such part thereof as remains unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum, which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount which is in excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be born and paid by the original Contractor and may be deducted from any money due to him by MPPGCL under the Contract of otherwise or from his Security Deposit of money due to him by MPPGCL under the Contract or otherwise of from his Security Deposit or the proceeds of sale thereof or of a sufficient part thereof.

If the Engineer-in-charge adopts any of the above courses, the contractor shall in no case whatsoever, have any claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account of, or with a view to, the execution of the work or the performance of the Contract. And in case the Contract is rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this Contract unless and until the Engineer-in-charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4: Contractor remains liable to pay compensation if action not taken under Clause 3

In any case, in which any of the powers, conferred upon the Engineer-in-charge by clause 3 hereof, shall have become exercisable and if the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting enforce either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials and stores in or upon the work or in site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof Paying or allowing for the same in account of the Contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-charge may give notice in writing to the contractor or his clerk of works, foreman or the authorised agent requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). In the event of the Contractor failing to, comply with any such requisition the Engineer-in-Charge may remove them at the contractors expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects. The certificate of the Engineer-in-charge as to the expense of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

Clause 5: Extension of time

If the Contractor desires an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-charge within 30 days of the date of hindrance on account of which he desires such extension. The competent authority of the MPPGCL to his discretion (which shall be final) may grant such extension. The MPPGCL may grant interim extension of time to continue the work, subject to compliance of provision made in clause no. 2. Strike by the Contractor's labourers and lock out by the contractor / or his labour shall not be considered to be unavoidable hindrance in the execution of the work.

Clause 6: Final Certificate

On completion of the work, the Contractor shall be furnished with a certificate by the Engineer-in-charge of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in open or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material, rubbish and the cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material, rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred together with departmental charges as may be fixed by the MPPGCL from time to time and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

Clause 7: Payment on Intermediate Certificates to be regarded as advance

No payment shall ordinarily be made for works estimated to cost less than Rupees one thousand till the entire work shall have been completed and certificate of completion given but if intermediate payment during the course of the execution of work is considered desirable, in the interest of work, the contractor may be paid at the discretion of the Engineer-in-charge. But in the case of works, estimated to cost more than Rupees one thousand, the Contractor shall be entitled to receive a payment of RA Bill proportionate to the part thereof in 45 days or on turn as per in queue of pending bills, whichever is later, when approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. The MPPGCL shall not be liable for any interest due to delay in payment of bills to contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected. These intermediate payments shall not be considered as admission of the due performance of the Contract, or any part thereof, in any respect or the accruing of any claim or as an expression of satisfaction with the quality of work or a determination of the quantity of the work or its rate nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the Contract. Final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the parties.

Clause 8: Submission of bill

For the work executed during the previous month a bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge. The engineer-in-charge shall take necessary action to have the same verified. If the Contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure the said work after giving due notice to the Contractor and the Engineer-in-charge may prepare a bill from the measurements so taken which shall be binding on the Contractor in all respect.

Clause 9: Bill to be on printed form

Whenever the Contractor shall submit the bills, he shall do so on the prescribed form available on application from the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided in the tender, at the rates hereinafter provided for such work.

Clause 10: Stores supplied by the MPPGCL

If the specification or estimate of the work provided for the use of any special description of materials to be supplied from the Engineer-in-charge's stores, or if it is required by the contractor shall for use from certain stores to be provided by the Engineer-in-charge, the Contractor may be supplied with such materials as required from time to time for the purpose of the Contract only or for any other purpose incidental to the Contract, provided that such purpose and the quantity is approved in writing by the Engineer-in-charge.

The Contractor is advised in his own interest to draw the minimum quantity of material required to be utilised on the works. All materials supplied to the Contractor shall be used for the work only and shall not on any account be removed from the site of works and shall at all times be open to inspection by the Engineer-in-charge. If at any time, it is noticed that any material issued by the department is found missing or misused by the contractor, recovery for such material shall be made from the Contractor at the book value including incidental charges @ 10% or the current market rate plus 10% whichever is higher.

All material issued by the department, rendered surplus or left unused in the original shape and size and in perfectly good condition shall be returned to the MPPGCL stores, if the Engineer-in-charge so desires. The decision of the Engineer-in-charge as to whether the material is in perfectly good condition or not shall be final and binding on the contractor. The contractor shall have no claim for compensation on account of any such material so supplied to him as aforesaid unused by him or for any wastage in or damage to any such materials.

Clause 11: Materials and workmanship

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also conform exactly, fully and faithfully to the design, drawing and instructions in writing relating to the work, signed by the Engineer-in-charge. The Contractor shall be entitled to have access at the Engineer-in-charge's office, or on the site of the work for the purpose of inspection during office hours, and the Contractor shall, if he so requires be entitled at his own expense to make copies of the specification and of all such designs, drawings and instructions as aforesaid.

Clause 12: Alterations in Specification and designs

The MPPGCL shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the Contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he is agreed to do the main work and at the same rates as are specified in the tender for the main works. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes, any class of work for which no rate is specified in the relevant Unified Schedule of Rates, such class of work shall under no circumstances be commenced by the contractor without an order in writing by the Engineer-in-charge. The rate for such works shall be derived before commencing the work in the following manner of such preference :-

(a) Wherever possible the rates shall be derived from one or more of the existing items either in the Unified Schedule of Rates for works of Water Resources Department of M.P. (in case of percentage rate tenders) or on the basis of analogous items in the Bill of Quantities of the accepted rates (in case of item rate tenders)

(b) Otherwise the rate will be derived on the basis of a joint record of material and labour employed on a representative sample piece of work signed by the Engineer-in-charge on behalf of the MPPGCL and the Contractor or his authorized representative. In this case, an addition of 20% will be made to the actual cost of labour and material to cover the profit, overheads, supervision and all other contingent expenses of the Contractor. In the event of any dispute regarding fixation of such rate the decision of MPPGCL shall be final.

Clause 13: No claim for any payment or compensation for alteration in or restriction of work.

If at any time after the execution of the Contract agreement, the Engineer-in-charge shall, for any reasons whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the Contractor who shall there upon spend or stop the work totally or particularly as the case may be. In any such case the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reasons of any alteration having been made in the original specification drawings, designs and instruction which may involve any curtailment of the work as original contemplated. Where however, materials have already been purchased by the Contractor before receipt by him of the said notice, the Contractor may be paid for such material at the market rates or at the actual purchase price of the said material whichever is less provided they are not in excess of requirements and are of approved quality.

Clause 14: Time limit for claim of the Contractor

Under no Circumstances whatsoever shall the Contractor be entitled to make any claim from the MPPGCL on any account whatsoever unless the Contractor shall have submitted a claim writing to the Engineer-in-charge within one month from the cause of such claim occurring. In the event of the Contractor not lodging any claim as aforesaid, he will be deemed to have abandoned such a claim.

Clause 15 : Action and Compensation payable in case of bad work

If at any time before the Security Deposit is refunded to the Contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with material of inferior quality or that any material or articles provided by him for the execution of the work or otherwise not in accordance with the Contract, it shall be lawful for the engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work materials or articles complained of may have been passed, certified and paid for, the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require or if so required shall remove the materials or articles at his own risk and cost. In the case of any such failure on part of the Contractor, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense, in all respect of the Contractor. In the event of his failure to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay to the MPPGCL the cost of such rectification replacement and modification as estimated by the Engineer-in-charge together with such departmental charge as may be fixed by the MPPGCL from time to time. Provided however, should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may decide therefore.

Nothing, in this clause shall be deemed to deprive the MPPGCL or effect any rights under the Contract which it may otherwise have. Failure to take any action under this clause shall not be considered as acceptance of such plant, materials or works.

The Engineer-in-Charge may by any certificate, make any correction or modifications in any previous certificate which has issued by him payment shall be regulated and adjusted accordingly.

Clause 16: Contractor liable for Damages done and for Imperfection till the expiry of the maintenance period

The maintenance period for work shall be **twelve (12) months** after the date of satisfactory completion of work after which a certificate of completion shall be given by the Engineer-in-Charge. The Contractor shall maintain the work in such a manner that at expiry of the period of maintenance they shall be in perfect order and good condition as that in which they were at the commencement of the period of maintenance. The Contractor shall at his own expense, repair, rectify replace and make good to the satisfaction of the Engineer-in-charge all defects, imperfections, shrinkage, or other faults arising from faulty design of the Contractor or due to the use of materials or workmanship not in accordance with the Contract or from neglect or failure on the part of the Contractor to comply with the provision of the Contract.

If the Contractor or his labour or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road curbs, water pipes, cables, electric or telephone poles or wires, trees, grass or grass land or cultivated ground within and/or around the premises on which the work is being executed or if any damage shall happen to the work while in progress from any cause whatsoever, or any imperfection become apparent in within the maintenance period specified above, the contractor shall make the same good at his own expense. In default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses together with such departmental charges as may be fixed by the MPPGCL from time to time (of which the certificate of the engineer-in-Charge shall be final) from any sums that may then or at any time thereafter become due to the Contractor or from his Security Deposit, or the proceeds of sales thereof or of sufficient portion thereof.

It shall be the Contractor's responsibility to see that buildings or any water retaining structure constructed under this Contract do not leak during the period of one full year after completion. If any defect is pointed out to him by the engineer-in-Charge during the said period, the same shall be rectified by him at his own expense, or in default the engineer-in-Charge may get rectified any deduct the expenses thereof together with such departmental charges as may be fixed by the MPPGCL from time to time from any sum that may then be due or may become due to the Contractor or from the Security Deposit of the Contract. If any amount become due on their account after the refund of Security Deposit and there are no other dues to the Contractor from which if an be recovered, the same may be recovered from the Contractor as arrears of land revenue.

Clause 17: Notice to be given work is covered

The Contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be recorded before the same is so covered or placed beyond the reach of measurements. The Contractor shall not cover place beyond the reach of measurements, any work without the consent in writing of the engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered or placed beyond the reach of measurement without such notice having been given and consent obtained, the same shall be uncovered at the Contractor's expenses or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed.

Clause18 : Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall supply at his own cost materials (except, such special materials, if any as may in accordance with the Contract are to be supplied from the engineer-in-Charge's store) tools, tackles, appliances, implements, derricks & guys, ladders, cordage tackle, scaffolding, pumps, mechanically operated concrete mixers and temporary work requisites for the proper execution of the work whether original, altered or substituted in the specifications or other documents forming part of the Contract or referred to in those conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the engineer-in-Charge as to any matter as to which under these conditions he is entitled or require together with carriage therefore to and from the work.

The department will not assist in procuring of the tools, equipment etc. from any source whatsoever. Such item of plant and machinery as are available with the MPPGCL may be made available at the discretion of the MPPGCL but the Contractor will have to execute a separate agreement for the hire of plant and machinery. The Contractor shall also supply, if so required by the

engineer-in-Charge in writing, without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the works or materials failing his doing so, the same may be provided by the Engineers-in-Charge at the expenses of the Contractor under the Contract or from his Security Deposit or the proceeds of the sale thereof or of a sufficient portion thereof. The Contractor shall also provide at his own cost all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law that may be brought about by any person against the MPPGCL or its officers for injury sustained owing to neglect of the above precautions and to pay any damages any cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 19: Work to be open to Inspection

All works under or in course of execution or executed in pursuance of the contract shall at all times, be open to inspection and supervision of the Engineer-in-Charge and his Subordinates.

The Contractor shall at all times during the usual working hours and all other times at which notice of the intention of the Engineer-in-Charge or his subordinate to visit the work, shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause 20: Compensation under section 12, Sub section (1) of the Workmen's Compensation Act 1923.

In every case in which by virtue of the provision of section 12, Sub section (1) of the Workmen's Compensation Act, 1923, the MPPGCL is obliged to pay compensation to a workman employed by the Contractor in execution of the work, the MPPGCL will recover from the Contractor the amount of the compensation so paid without prejudice to the right of the MPPGCL under section 12 Subsection (2) of the said Act. The MPPGCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the MPPGCL to the contractor whether under this Contract or otherwise. MPPGCL shall not be bound to contest any claim made against in under section 12 Sub-section (1) of the said Act. Except on the written request of the Contractor and upon his giving to the MPPGCL full security for all costs for which the MPPGCL might become liable in consequence of contesting such claim.

Clause 21: Minimum wages.

- (a) The Contractor shall pay not less than "Minimum wages" to the labourers engaged by him on the Work. Explanation (a) "Minimum wages" means wages whether for time or piece work, notified from time to time where such wages have not been so notified the wages prescribed by the Public Works department, State or the labour department for the district or place in which the work is done.
- (b) The Contractor shall notwithstanding the provision of contract to the contrary cause to be paid minimum wage to labourers indirectly engaged on the work including any labour engaged by his sub-Contractor in connection with the said works as if labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed in the work for the performance of his part of this Contract, the Contractor shall comply or cause to be complied with the "Contract Labour (Regulation & Abolition) Act, 1970".
- (d) the Engineer-in-Charge Shall have the right to deduct, from amounts due to the contractor, any sum required or estimated to be required for making good loss suffered by a worker or workers by reason of non-fulfillment of the condition of the Contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the regulation.

- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.
- (f) The aforesaid Regulations shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of the contract. The contractor shall disburse the wages to his workers within the time limit prescribed under the provisions of Payment of Wages Act, 1930 or any other similar law in force as amended up to date.

Clause 22

- (a) The Contractor shall at his own expense provide or arrange for the provision of footwear for labourers doing cement mixing work which the Contractor has undertaken to execute under this Contract to the satisfaction of the Engineer-in-Charge and on his failure to do so the MPPGCL shall provide the same to such labourers and recover the cost from the bill due the contractor.
- (b) Whenever demanded by the Engineer-in-Charge the Contractor shall submit a true statement showing (1) number of labourers employed by him on the work (2) their working hours (3) the wages paid to them and (4) the accidents that occurred during the period for which information is required stating the circumstances under which they occurred and the extent of damage and injury caused by them. Failure to supply such information or supplying materially incorrect statements may amount to breach of Contract. The decision of the Engineer-in-Charge shall be final in determining whether a breach has taken place.
- (c) In respect of labourers directly or indirectly employed in the works for the Performance of the contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all the rules framed by the government from time for the protection of health and sanitary arrangements for worker employed by the Public Works Department and its Contractors.

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The Contract shall not be assigned or sublet without the written approval of the MPPGCL. If the Contractor shall assign or sublet his Contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan perquisite, reward of advantage peculiarly or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of the MPPGCL in any way relating to his office of employment or if any such officer or person shall become directly or indirectly interested in the Contract, the MPPGCL may thereupon in writing rescind the Contract and the Security Deposit of the contractor shall there up on stand forfeited and absolutely at the disposal of the MPPGCL and the same consequence shall ensure as if the Contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

Clause 24: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable be way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of the MPPGCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 25: Change in the constitution of the firm.

In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the Contractor to the Engineer-in-Charge for his information.

Clause26: Work to be under the direction of Engineer-in-Charge/Superintending Engineer.

All work to be executed in the contract shall be executed under the direction and subject to the approval in all respects of the engineer-in-Charge/Superintending engineer of the division / Circle

who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 27: Settlement of Disputes and Arbitration :

All questions relating to the meaning of the specification designs, drawings and instructions issued under this contract and as to the quality of workman ship or materials used on the work or as to any other questions, claim rights, matters or things whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works or the execution or failure to executed the same whether arising during the execution of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer (Civil) in writing for his decision within a period of 30 days of such occurrence. Thereupon the Superintending Engineer (Civil) shall give his written instructions and/or decisions within a period of 30 days of such request.

Upon receipt of written instructions or decision, the contractor shall promptly proceed without delay to comply such instructions or decision. If the S.E.(Civil)/Addl. C.E. (Civil) fails to give his instructions or decision in writing within a period of 30 days after being requested or if the contractor is aggrieved against the decision of S.E.(Civil)/Addl.C.E.(Civil), the contractor may within 30 days thereafter appeal to the Addl.C.E.(Civil)/C.E. (Civil)who shall afford an opportunity to contractor to be heard and to offer evidence in support of his appeal. If the contractor is not satisfied with the decision of the Addl.C.E.(Civil)/C.E.(Civil) he may within 30 days thereafter appeal to C.E.(Civil)/E.D.(Civil) for his decision on the dispute. In case there is no Addl.C.E.(Civil)/C.E.(Civil) supervising the works, the appeal should be made directly to C.E.(Civil)/E.D.(Civil) who on receipt of the representation from the contractor, may appoint an officer who is not concerned with the works, to decide the dispute within 30 days. In case the contractor who is aggrieved by the decision of the C.E.(Civil)/E.D.(C), he may refer the matter to the MD, MPPGCL within a period of 30 days from the date of the said decision, so that the MD, MPPGCL may appoint a Committee to decide the dispute. The committee formed by the MD, MPPGCL as per this clause would only consider the claim and give its opinion. The views of the committee shall be submitted to the MD, MPPGCL whose decision shall be final and binding on both the parties. "All disputes arising out of this contract agreement/purchase order etc. shall be determined by a competent Court at Jabalpur only".

Cluase28: Claim for quantities entered in the tender of estimate.

Quantities shown in, the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in the tender or estimate.

Clause 29: Claim for compensation for delay in starting the work.

No compensation shall be allowed for any delay caused in the starting of the work account of handing over the site, or in the case of clearance of works, on account of any delay in according sanction to estimate.

Claued 30: Recovery if any from the Contractor.

It shall be lawful for the MPGCL to deduct from the sums payable to the contractor under this Contract, the amount due from the Contractor in respect of any other contract which has been entered into or may be entered into by the contractor with the MPPGCL.

Clause 31: Royalties and other taxes

The Contractor shall be responsible for the payment directly to the authorities concerned of all import duties, tolls, sales tax, octroi duties, seignorages, quarry feel, ground rent at quarry, royalties, 'local and other taxes etc. on all materials and articles he may use. In case the Contractor fails to pay such charges and / or the authorities concerned desire that the MPPGCL shall recover and pay the same, the MPPGCL shall recover the same form any dues payable to the Contractor along with such departmental charges as may be fixed by the MPPGCL from time to time. The Contractor will not be entitled to any refund or claim on this account.

Clause 32: Penalty for Breach of Contract.

On the breach of any terms or conditions of this Contract by the Contractor, the MPPGCL shall be entitled to forfeit Security Deposit or the balance thereof that may at any time be remaining

and to realize and retain the same as damage and compensation for the said breach but without prejudice to the rights of the MPPGCL to recover any further sums as damaged from any sums due to or which may become due to the Contractor by MPPGCL or otherwise howsoever.

Clause 33

The breach of any terms of any of the above General Conditions of Contract shall be deemed as breach of this Contract

Clause-34

In case of percentage rate tender, the accepted percentage of the tender will be deducted or added to the gross amount of the bill for the work done the rate of USR with up to date amendments/base rate mentioned in bill of quantities.

Clause-35 : Inventory of the Contractor's Materials.

At the time of the commencement of the works or any time thereafter whenever the Contractor brings any materials or equipment to the site for use. He shall submit a list of all such materials equipment to the Engineer-in-Charge. After the completion of work or at any time during the tenure of the contract such materials belonging to the contractor can be removed from the site only with the Engineer-in-Charge or his authorized representative.

Clause-36: Materials to be arranged by the contractor -

The cement and M.S. reinforcement steel (plain or HYSD) required for execution of work, will have to be procured by the executing agency at his own cost from the authorized stockiest/dealer of cement/steel manufactures only.

The cement/steel procured shall be transported to site by the contractor including all handling at his own cost. Before the cement/steel brought at site, the contractor has to make proper arrangement for storage and security of the materials at his own cost.

Immediately on procuring the cement/steel, the contractor should produce the necessary voucher & Test certificate to verify the quality & quantity of cement/steel brought at site.

No secured advance will be paid to the contractor for the procurement of cement and Steel.

Before the execution of work with cement/steel procured by the contractor, the cement/steel should be got tested from Govt. Institution/Labs before the same is put to use in work.

If the Engineer-in-charge or his authorized representative is not satisfied with the quality of cement/steel at any time during the inspection of the work, he has right to get the samples of cement/steel tested at the nearest Govt. Engineering College/ other Govt. Laboratories. The charges of such testing will be borne by the contractor.

The Engineer-in-charge, shall make a theoretical assessment of cement as per constants given in the specifications, drawings on the basis of final bill of quantities. The measurement of all the steel shall be by linear method multiplied by standard unit weight as per IS.

The cement procured by the contractor must be consumed by the contractor within two months from the date of materials brought at site.

SPECIAL CONDITIONS OF CONTRACT

1. General

These Special Conditions of Contract supplement the Instructions to Tenderers and the General Conditions of Contract and shall be considered as part of the contract documents. Where the provisions of these Special Conditions are at variance with the General conditions of contract, these conditions shall prevail. The work will be carried out strictly in accordance with the Indian Standard Codes of practice. The aforesaid specifications should however, be read in conjunction with the specifications annexed to the tender and in the event of any contradiction between the provision of such specifications, the specifications annexed to the tender shall prevail. In case there is no provision in Indian Standard Codes of practice, the work shall be carried out in accordance with such codes of practice as may be decided by the Engineer-in-charge. In the absence of any specifications in any of the above codes, the specifications as decided by the S.E. (Civil) shall be applicable. The specifications are not intended to cover the minutest details and the work shall be executed according to the spirit of specifications and the best prevailing engineering practice.

2. Drawings and specifications

The drawings show the work to be done, as definitely and in such detail as is possible at the present stage of development of the design. The attached drawings will be supplemented or superseded by such additional and detailed drawings, as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes more completely than are shown on the attached drawings for all features of the work. The contractor shall be required to perform the work on these features and in accordance with the additional general and detailed drawings mentioned above at the applicable unit prices tendered in the Schedule for such work of similar nature, as determined by the Engineer-in-charge.

The contractor shall check all drawings carefully and advise the Engineer-in-charge, of any error or omissions discovered. The contractor shall not take advantage of errors or omissions in these drawings.

The drawings and specification are to be considered as complimentary to each other and should anything appear in one that the other does not have, no advantage shall be taken of such omission. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and interpretation of said specifications or drawings or as to the dimension or the quality of materials or the proper execution of the work or as to the measurement or quality and valuation of the works executed under this contract as extra thereupon the same shall be brought to the notice of the Engineer-in-charge before the work is carried out and clarifications in writing is obtained from the Engineer-in-charge.

Figured dimensions and drawings shall supersede measurements by scale and drawing to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly.

One copy of drawings and contract documents shall be kept at all times at the site of the work by the contractor.

3. Data to be furnished by the contractor

The contractor shall submit the following to the Engineer-in-charge.

- (a) Proposed construction programmes and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- (b) Layout plan of diversion and care of river, materials storage, plant and machinery required for the construction of the work within 4 weeks of the date of notice to proceed with the work.

The Engineer-in-charge shall scrutinise the above and his decision in writing shall be final and binding on the contractor.

4. Construction programme

In order to fulfill the condition for which the development has been designed, the contractor & Engineer-in-charge shall, prior to the commencement of work and within 15 days after date of receipt of notice to proceed with the work by the contractor, arrange a definite construction programme or schedule covering the order in which the work is to be carried out so as to ensure the under-lying conditions on which the design is based and shall be maintained in their entirety and without any interference with the expeditious and economical carrying out of the contractors projected scheme of procedure. The several sections of the work shall be carried out in such order as to permit the completion of the whole work within the stipulated time and as closely as possible in conformity with the agreed upon construction schedule. The construction program shall be in such form and in such detail as to properly shows the sequences of operations and the period of time required for completion of the work under each operation. However the Engineer-in-charge shall have the power to alter the construction programme due to exigencies of work. In case of any disagreement between contractor and the Engineer-in-charge regarding such construction program, the program as decided by the Superintending Engineer (Civil) shall be final and binding on the contractor.

5. Time is the essence of the Contract

Wherever the progress is not according to construction programme approved by the Engineer-in-charge, a penalty for short progress will be imposed at the same rate as provided in clause 2 of General Conditions of contract.

The contractor shall at all times, during the continuance of the work, execute it with such forces and equipment as in the judgment of the Engineer-in-charge are necessary to complete it within the specified period of time. The capacity of the contractor's construction plant, sequence and methods of operation and the force employed shall at all times during the continuance of the contract be subject to the approval of the Engineer-in-charge and shall be such as to ensure completion of the work within the specified period of time.

6. Power to vary or omit works

No alterations, amendments, omission, suspensions or variations of the work (hereinafter referred to as variations) under the contract other than as shown in the approved contract drawings and the specifications, shall be made by the contractor except as directed in writing by the Engineer-in-charge but the Engineer-in-charge shall have full powers and subject to special conditions herein from time to time during the execution of contract by notice in writing to instruct to make such variation without prejudice to the contract, and the contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variation would in the opinion of the contractor, if carried out, prevent him from fulfilling any of this obligation or guarantee under the contract, he shall notify the Engineer-in-charge in writing and the Engineer-in-charge shall decide forthwith whether or not the same shall be carried out. If the Engineer-in-charge confirms his instructions, the contractors obligations and guarantee shall be modified to such an extent as may be justified. The difference of cost, if any on account of by any such variations, shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedule of prices so far as the same may be applicable and where the rates are not contained in the said schedule or are not applicable, they shall be settled by the Engineer-in-charge as stipulated in clause 13 of General conditions of contract.

In any case in which the contractor has received instructions from the Engineer-in-charge as to carrying out the work which either then or later will in the opinion of the contractor involve a claim for additional payments, the contractor shall within 30 days of the receipt of the aforesaid instructions advise the Engineer-in-charge to that effect in writing.

7. Housing accommodation and water supply :

The contractor shall make his own arrangement for the housing of his staff and labour and also for the supply of water for construction and domestic use.

The contractor shall also have to provide for sufficient latrines for the use of his works people, male and female, to keep the same clean and disinfected at all times during the period of work and to remove the same and disinfect the ground and make good all damage on the completion of the work. In regard to hutted accommodation for his workmen latrines etc. the contractor should

comply with the local regulations and the M.P. Model Rules relating to lay-out, water supply and sanitation in labour camps (Annexure A). To enable the contractor to erect a colony for housing labour and his staff and for storing materials the contractor will be allowed the use of such portion of land at site as considered sufficient for that purpose by the Engineer-in-charge free of rent. The contractor shall keep the said premises clean and in good condition and shall vacate the same immediately after the expiry of the maintenance period. If due to exigencies of work, the contractor is directed by the Engineer-in-charge to vacate the said portion of land and occupy another piece of land the contractor shall immediately vacate the land in his possession as aforesaid and shall not be entitled to claim any amount from the MPPGCL on that account. It shall also be ensured by the contractor that when the site is vacated, the land shall be returned to the MPPGCL in the same conditions as it was handed over to him. Water for construction if available in adequate quantity near the work site could be issued to the contractor for its bonafide use in the works on payment of charges as prescribed by MPPGCL. The contractor shall have to make its own arrangement for transportation and storage of such supplied water.

8. Electrical Energy :

The electric supply required for the construction/ fabrication and other requirement shall be arranged by the contractor at his own cost. However the MPPGCL will provide a letter of comfort to the contractor for obtaining electricity connection from concerned Discom. The contractor should visit the site and assess the cost implications in arranging electrical supply/ alternate source D.G. set etc. for the construction, fabrication and other ancillary requirement. No separate payment / compensation shall be payable on this account.

9. Working hours.

The hours of work for the labour employed by the contractor shall conform to the hours fixed by the administration. The daily and weekly hours of work and over-time will be regulated in accordance with the provision of the Minimum Wages Act, 1948 or any other similar law in force as amended upto date.

10. Execution of works.

The work shall be carried out to the entire satisfaction of Engineer-in-charge. The contractor shall be responsible for the correctness of the position, alignment of the works and dimensions of the works according to the drawing notwithstanding that he may have been assisted by the representatives of Engineer-in-charge in setting out the same.

11. Setting out work

The contractor shall at his own expense provide all pegs, nails, strings and such other materials necessary for setting out and shall at all time provide for skilled work in accordance with the drawings and specifications to correct lines and levels. The contractor shall be responsible for setting out the work and get it approved before the work is actually commenced. The contractor shall not be entitled for any separate payment on this account.

12. Use of MPPGCL's Railway siding

The contractor may be allowed with prior permission of the Engineer-in-charge, the use of MPPGCL's private siding, if any, for placement of wagons carrying his materials. The contractor shall pay the siding and haulage charges and other specified charges as fixed by the MPPGCL for the use of the siding.

13. Changes in Design

The MPPGCL reserves the right to make any changes in the designs and plans of the work and the contractor shall be bound to carry them out. No claim or compensation would be allowed on this account.

14. Departmental supply of materials

The Contractor shall have to obtain the materials specified under Schedule B of the General Conditions of Contract from the MPPGCL's Stores only unless otherwise specifically

permitted by the MPPGCL to procure the same from elsewhere. The cost of such materials issued from the MPPGCL Stores will be recovered from the contractor's bills at the rates specified in the said schedule.

The materials will be issued from the departmental stores as mentioned in Schedule B and the contractor will have to make his own arrangement for transport of the materials from the stores to the work at his own cost. Materials to be supplied by the department will be supplied in standard sizes, lengths and quantities or as available unless specifically mentioned otherwise.

The contractor shall further at all times satisfy the Engineer-in-charge on demand and by the production of records or books or submission of return and proforma as directed, that the materials supplied are being used for the purpose for which they are supplied and the contractor shall at all time keep the records up to date to enable the Engineer-in-charge to apply such checks as he may desire to impose. The contractor shall not without the written permission of the Engineer-in-charge utilise or dispose off the materials for any purpose other than that intended in the contract.

Cement, reinforcement steel and structural steel will be supplied to the contractor if so specified in Schedule B at the rates specified in the said schedule at the departmental stores at the location specified under Schedule B. The contractor shall make his own arrangement for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement shall be kept in storage for more than 120 days. If any cement is kept as long as 180 days, it will be tested before use at the cost of contractor and if found defective in any way it shall be discarded from being used and cost at penal rate (department store issue rate or average market rate or whichever is higher plus 50%) will be recovered from the contractor. Steel, if supplied by the department, shall be transported to the site at contractor's own cost. The contractor shall make his own arrangement for keeping steel at site.

The contractor will be responsible for the safe custody of all departmental materials issued to the satisfaction of the Engineer-in-charge and will be required to tender proper account of all allocation and disposal of these materials showing when they were issued on the works. The contractor shall return in sound condition all such materials which are not used in works. In case he is unable to account for the full amount of the materials issued to him, recoveries will be effected from him at average issue rates or average market rates whichever are higher plus 50 percent (average issue rates or average market rates means the weighted average of the issue rate or market rate for the issued made from time to time during the period of the contract) The contractor will be deemed to be unable to account for the materials if the materials are not used in works or not returned to department in good condition to the satisfaction of the Engineer-in-charge.

The MPPGCL will not be responsible for any delay in supply of departmentally supplied material such as structural steel sections, M.S. reinforcement bars and cement as mentioned in Schedule-B. The delay due to late supply will, however be given due consideration in granting extension of time for the completion of the work, if found necessary. No compensation or claim or damages for idle time will be entertain able on this score.

If the contractor request the Engineer-in-charge for issue of such materials as are available in the stores of the Engineer-in-charge, the contractor may be supplied these materials from the stores provided these are required for direct use in this work. The contractor shall pay for such materials and stores issued to him at the book value or the current market value (inclusive of incidentals in both cases) whichever is higher plus 24% supervision charges on the cost of the materials. Other materials which may be available in the stores, may be issued on hire if the Engineer-in-charge consider if necessary in the interest of work, but for such materials, hire charge shall be recovered @ 2% per month of the book value inclusive of incidental charges and supervision charge @ 24% and the contractor shall be responsible to return the materials in the original condition in which they were issued.

All materials required for the work other than those are specifically mentioned in the said Schedule B shall be supplied by the contractor at his own cost. Recommendations to authorities wherever required may be made by the departments but the responsibility for the supply of the materials shall be that of the contractor and no excuse on this account for delay in the work shall be accepted.

All unused materials, either supplied directly by the MPPGCL or obtained by recommendation of the MPPGCL which in the opinion of the Engineer-in-charge are likely to be useful to the MPPGCL shall be returned in good condition at the original cost paid for if so decided by the MPPGCL.

For all accounting purposes each bag of cement will be considered to contain 50 Kg. of cement. For accounting the steel issued from Store, issue and measurement of all steel shall be by

linear method with length multiplied by standard unit weight as per ISI except in case of 6 mm diameter bars, in which case bars will be issued by weight and measured by linear method.

In case of percentage rate tender, the payment rates for works items involving use of cement and reinforcement steel is issued free of cost shall be fixed as under :-

(i) In case item of reinforcement steel in R.C.C., labour only as per item No 1305 of USR (plus/minus the accepted percentage) shall be paid.

(ii) In respect of an item of work which involves use of cement the base rate shall be the corresponding USR rate minus the cost of cement based on theoretical consumption as indicated in USR (or in the tender document wherever not indicated in USR) at the rate of Rs. 215/- per bag. The item shall be paid on this base rate plus/minus the accepted percentage.

15. Materials brought on the site

All materials, tools and tackles brought to and delivered upon the site for the purpose of the work by the contractor shall, from time to time of their being so brought, be deemed to be in the possession of the MPPGCL as if attached to the land on which they are brought and may be used for the purpose of the works but for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer-in-charge but the contractor shall nevertheless be solely responsible for any loss or destruction thereof or damage thereto. The MPPGCL shall have a lien on such materials tools and tackles for any sum or sums which may at any time prior to the completion of the works be due or owing to MPPGCL by the contractor under, in respect of or by reason of the contract and shall be at liberty to sale and dispose off on giving notice to the contractor any of such materials, tools and tackles remaining after the completion of the works in such manner as he shall think fit, and to apply proceeds in or towards the satisfaction of such sums or sum so due or owing as aforesaid but subject to such lien and power of sale and disposal.

16. Rejected materials

It shall be absolutely essential on the part of the contractor to have on the site of work only such of the materials as have been duly passed by Engineer-in-charge. Such of the materials which have been rejected shall on no account be allowed to remain on site and if they are not removed even in spite of a written order to remove the rejected materials out of site within a specified period as directed by the Engineer-in-charge, the latter shall have the full right either to remove the rejected materials or to destroy them and recover the cost thereof together with such departmental charges as may be fixed by the MPPGCL from time to time from the Contractor.

17. Contractor's Representative and workmen

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

The Engineer-in-charge 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 to, upon receipt from the Engineer-in-charge of notice in writing, requiring him to do so and shall provide in his place a competent substitute.

The contractor shall not contravene any of the provision of Factories Act 1948 as amended from time to time.

The contractor shall remove from the work any person found working who does not satisfy this condition and no responsibility shall be accepted by the MPPGCL for any delay caused in the completion of the work by such removal. The MPPGCL shall also not be liable for any contravention of the laws in force by the contractor who shall solely responsible for the same.

18. Contractor's liability for loss, damage, accident, etc.

The contractor shall indemnify and save the MPPGCL against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor or by his sub contractor on the works whether under the General law or under the Workmen's Compensation Act 1923 or any other statutory law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer-in-charge of the MPPGCL the fact of such accident. The contractor shall indemnify the MPPGCL against all losses or damages sustained by the MPPGCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the MPPGCL as a consequence of the MPPGCL's failure to give notice under the Workmen's Compensation Act, or otherwise to conform to the provision of the said Act, in regard to such accident.

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

In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 whether by the contractor or by the MPPGCL as principal employer, it shall be lawful for the Engineer-in-charge to retain out of moneys due and payable to the contractor such sum or sum of moneys as may in the opinion of the Engineer-in-charge be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

The amount of all costs, damages or expenses or other sums which under this or any other contract shall be payable by the contractor to the MPPGCL may be deducted by the MPPGCL from any money due or becoming due by it to the contractor under the same or any other contract, without prejudice to the MPPGCL right to recover the same by ordinary process of law.

19. Damage to works

The works whether fully completed or incomplete, all the materials, machinery, tools, plant, temporary buildings and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-charge and till completion certificate has been obtained from the Engineer-in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precaution necessary to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected therewith free from any loss or damage and in the event of the same or any part there of being lost or damage he shall forthwith reinstate and make good such loss or damage at his own cost.

20. Use of excavated materials

The contractor shall not sale, consume or otherwise dispose off or remove from site of work, sand, stone, clay, ballast, earth, rock, boulders or any other materials which may be obtained from excavations made for the purpose of this contract. All such materials shall be the property of the MPPGCL and shall be disposed off in the manner and place shown in drawings or as directed by the Engineer-in-charge. The contractor may with the permission in writing of and shall when directed by the Engineer-in-charge use any of the same for the purpose of the work, at such rates as may be fixed thereof by the MPPGCL. Royalty or other charges or duties as may be levied on such materials by the authorities shall be paid by the contractor and in the event of the same being paid by the MPPGCL, it will be recovered from the contractor at such rates as may be fixed thereof by the MPPGCL.

21. Use of work pending completion

The MPPGCL shall be at liberty at any time to put to beneficial use of the whole or any part of the work, it may desire to use pending completion and taking over the same. The decision of the Engineer-in-charge shall be final and binding on both the parties as to whether the items are minor or important and if the Engineer-in-charge certifies that the items to be completed are important notwithstanding anything contained in this contract the taking over certificate shall not be issued. Such possession or use shall not be deemed as an acceptance of the work or any part thereof.

22. Removal of temporary work, plant and surplus materials

Prior to final acceptance of the completed work, but accepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expense remove from site and dispose off all the temporary structure including, building, pole work, crib work, all plant and surplus material and all rubbish and debris for which he is responsible to the satisfaction of the Engineer-in-Charge.

23. Inspection of tests

The contractor shall furnish promptly without additional charge all facilities labour and materials necessary for the safe and convenient inspection and test that may be required by the Engineer-in-charge. All inspection and tests by the department shall be performed in such manner as not to unnecessarily delay the work. The contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of inspection.

24. Examination and tests on completion

On the completion of the work and not later than the expiry of the maintenance period thereafter, the Engineer-in-charge shall make such examination and test of the work as may seem to him to be possible, necessary or desirable and the contractor shall furnish free of cost any materials and labour which may be necessary thereof, and shall facilitate in every way all operations required by the Engineer-in-charge in making examination and tests.

25. Laws and Regulations

All work shall be executed in accordance with the laws in India relating to the work and rule and regulation there under and any statutory modifications thereof wherever they are applicable unless otherwise agreed to in writing by the Engineer-in-Charge.

The contractor shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Madhya Pradesh for the time being in the same way and to the same extent as the MPPGCL and, if on the default on the part of the contractor or his agent of any of the provision of any such law, the MPPGCL is required to incur any expenditure and liabilities arising there from, the MPPGCL may deduct and recover the same out of any sums due to the contractor in respect of this contract. The decision of the MPPGCL that any sums has become payable there under and the amount which has become payable shall be final and binding on the contractor. "The Provisions of the Third Ordinance - 1996" for the building and other construction workers (Regulation & Employment and condition of service) shall also be applicable and binding on contractor. The worker's Welfare Cess, if applicable shall be levied as per provisions of Building and other construction workers (Regulations of Employment and condition of service) Act. 1996 and building and other construction worker's welfare Cess Act.1996 and Cess Rules 1998.

26. Fencing and Lighting

The contractor shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadways, guards and fences as far as same may be rendered necessary by reason by the work the accommodation and protection of the workers, passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

27. Patents, Rights etc

The contractor shall fully indemnify the MPPGCL against all actions, suits, claims, demand, cost, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters, patents, designs, trade marks or name/copy right or other protected right in respect of any machine, plant, work, materials, things or system or method of

using, fixing, working of arrangements used or fixed or supplied by the contractor but his indemnity shall not extend or apply to any action suit, claim, demand, cost charges or expenses arising from or incurred by reasons of the use of the works or any part thereof otherwise than in the manner for the purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, materials, thing, system or method as aforesaid (whether payable in one sum or by method of installments or otherwise) shall be deemed to have been covered by the contract price and payable by the contractor.

In the event of any demand or claim being made or action or suit brought against the MPPGCL in respect of any such matter or matters as aforesaid, the contractor shall be duly notified thereof and he shall conduct all negotiations for the settlement of such claim or demand and such action or suit shall also be conducted by him subject, if any, so far as the MPPGCL shall think proper to the supervision and control of the MPPGCL through the officer duly authorised in this behalf.

28. Scaffolding, working platforms and stairways

The contractor shall provide suitable scaffolds, working platforms stairways and gangways and shall comply with the following regulations in connection therewith.

- (a) Suitable scaffolds shall be provided for all work that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except.
 - (i) Under the supervision of a competent and responsible person and,
 - (ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall :
 - (i) be of sound materials.
 - (ii) be of adequate strength having regard to the load and strain to which they will be subjected and
 - (iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can get displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and as far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffoldings special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffolds have been erected by his workman or not, take steps to ensure that it complies fully with the regulation herein specified.
- (i) Working platforms, gangways and stairways shall;
 - (i) be so constructed that no part thereof can sag unduly or unequally.
 - (ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce
 - as far as practicable risks of persons falling, tipping or slipping and,
 - (iii) be kept free from any unnecessary obstructions.
- (j) In the case of working platforms, gangways, working places and stairways at a height exceeding 16 ft. (4.8 meters)
 - (i) Every working platform and every gangway shall be closely boarded unless otherwise
 - adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangways shall have adequate width and
 - (iii) Every working platform, gangways, working place and stairways shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of persons or the transport or shifting of materials, be provided with suitable means to prevent the fall of persons or materials.
- (l) When persons are employed on a roof where there is danger of falling from a height exceeding 16 ft. suitable precautions shall be taken to prevent the falling of persons or materials.

- (m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from the scaffold or other working places.

The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him : -

- (a) Hoisting machine and tackles including their attachments, anchorages and supports shall;
- (i) be of good mechanical construction, sound materials and adequate strength and free from latent defects, and,
 - (ii) be kept in good hoisting working order.
- (b) Every rope used in hoisting or lowering materials as a means of suspension shall be of suitable quality and adequate strength and free from latent defects.
- (c) Hoisting machine and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in positions at intervals to be prescribed by the Engineer-in-charge.
- (d) Every chain, ring, hook shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 25 years shall be in control of any hoisting machine, including any scaffolding or give signals to the operator.

29. Death, Bankruptcy, Breach of contract

If the contractor dies or becomes insolvent or bankrupt or has a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act or insolvency or bankruptcy or being a corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed, or commit any breach of contract, the MPPGCL shall be entitled forthwith by notice in writing to the contractor or his assigns or legal representatives to determine the contract and the MPPGCL may in that event complete the contract in such time and manner and by such persons as the MPPGCL shall think fit at the risk, cost and liability of the contractor.

30. Rights of other contractors and persons

If during the progress of the work covered by this contract, it is necessary for other contractors or persons to do work in or about the site of work, the contractor shall afford such facilities as the Engineer-in-charge may require.

31. Insurance

- (i) The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the MPPGCL with "any of the nationalized General Insurance Companies" all the work in progress, plants, equipments, stores, instruments, implements, tools and all other materials whatsoever against loss, destruction or damage by fire, flood or any other cause whatsoever including war, rebellion, Civil communal riot and all liabilities under the workmen's compensation Act, in respect of death or body injury payable to any worker and damage to property of the third persons.
- (ii) During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this Insurance policy on foot and deliver to the MPPGCL the receipt of such payment within seven days after the same shall have become due.

In the event of the contractor refusing or neglecting to effect insurance as aforesaid or of keeping the same on foot by making payment as aforesaid or to deliver receipt to the MPPGCL, it shall be lawful for the MPPGCL to effect the insurance as aforesaid and to pay the premium thereon and deduct the cost of such insurance or the amount of premium so paid from time to time from any sums payable to the contractor under this contract.

- (iii) Provided further that if the contractor or the MPPGCL has not effected such insurance, the liability for any loss occurring due to the cause mentioned in sub-clause-(i) above shall be that of the contractor and it shall be lawful for the MPPGCL to deduct by way of penalty the whole cost if insurance including the amount of premium that would have been paid from time to time from any sums payable to the contractor under this contract, has such an insurance been effected.

- 32. The Breach of any terms of any of the above Conditions of Contract shall be deemed as a breach of this contract.**

Preamble to probable items of work

1. The various items listed in the Bill of quantities annexed hereunder must be read with the specifications and the tenderer will be deemed to have examined the general condition, drawings, specification and form of tender and contract for himself and to have visited the site and to have acquainted himself with the detailed description of the work to be done and the way in which it is to be carried out as also nature of roads and cart, tracks available for access to site etc.
2. All works described in the enclosed Bill of quantities shall be executed in accordance with the drawing and specification for the work and as ordered by the Engineer-in-charge.
3. The items included in the probable items of works are only for the purpose of giving a detailed idea of the type of work to be executed under the contract and are given for the convenience of forming a common basis for the tenders. These items of the works shall therefore not be considered as the only items of work to be carried out it being the intention of the contract (except where otherwise specifically stated) that all work mentioned therein shall be carried out by the contractor, or completion of the work, the Engineer-in-charge or his authorized representative shall measure and pay for the various items at the accepted rates. The payment shall be according to the net measurement only as measured on the site (notwithstanding any trade, custom to the contrary) as more fully set forth in the relevant clause of General Conditions and the specifications.

Any special methods of measurement used are stated hereafter. All other items are measured net in accordance with the drawings, and the allowance has been made for wastage or overlaps or rejected materials.

4. The rates quoted by the contractor shall include supplying all materials and labour necessary for completing the work in the best and most workman like manner and for maintaining the same in accordance with the provision of specification and conditions of contract, for the erection and removal, on completion, of all the necessary scaffolding, for providing all water required for the work including payment of all charges for the same, for all fencing required to enclose the site of work, to prevent trespassing and all other purpose required by the Engineer-in-charge for all mats, cloths etc. to exclude dirt and dust and for all other purposes required by the Engineer-in-charge for carting away all debris and rubbish, for removing paints, stains for cleaning floor, doors, windows etc. for leaving the premises in clean, satisfactory state of completion and for working in conjunction with and attending on all other contractors employed on the building.
5. All materials, articles and workmanship shall be best of their respective kinds for the class of work described in the contract specification and the materials should be obtained from source approved by the Engineer-in-charge.
6. The rates to be quoted by the tenderers are to be the full inclusive of value of the work described under the several items including all costs and expenses which may be required for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based.
8. General directions and descriptions of work and materials given in the specifications are not necessarily repeated in the probable items of works. Reference is to be made to the specification for this information.
9. The contractor shall work amicably and co-operate with the building, electrical and such other contractors working in the area and shall carry out his work without any disturbance to them.
10. The contractor shall also provide for necessary qualified technical staff, operators, labour, materials, scaffolding, shoring, tools and plant of every kind, quality and description whatsoever necessary for the speedy and efficient execution of the work.

ANNEXURES

ANNEXURE – I

TENDER ACCEPTANCE LETTER

(To be given on Company LetterHead)

Date:

To,
The Superintending Engineer (O&M)
Pench Hydel Power Station
MPPGCL Totladoh

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference ID: 2026_MPPGC_493129_1

Name of Tender/Work: **Bi-annual maintenance of garden in premises of Pench HPS Residential colony, Administrative office and Rest house at village- Pauni, Tah. Ramtek ,Distt. Nagpur.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
<https://mptenders.gov.in/nicgep/app>

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tenderdocuments (including all documents like annexure(s), schedule(s), etc.), which form part of thecontract agreement and I / we shall abide hereby by the terms / conditions / clauses containedtherein.

3. The corrigendum(s) issued from time to time by your department/ organization too havealso been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tenderdocument(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true &correct and in the eventthat the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid orterminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, withOfficial Seal)

ANNEXURE –II

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

TEXT

Bank Guarantee No.....
Date.....

To,
(Tender issuing authority)

Dear Sirs,

In accordance with Invitation for Bids under your Tender Document ref. No.----(**Tender No**)----- M/s.....(**Bidders Name**)..... having its Registered/ Head Office at(**Address of Bidder**).....(**Hereinafter called the 'Bidder'**)wish to participate in the said Bid/ Tender for supply of -----(**Tender Particulars**)-----.

As an irrevocable bank guarantee towards Earnest Money against Bid Security for an amount of (*) valid for 270 days from (**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the [**Name & address of the Bank**] having our Head Office at....(#)guarantee and undertake to pay immediately within 48 Hrs. on demand, in writing, from the MPPGCL or any officer authorized by it in this behalf,, of any amount upto and not exceeding Rs..... (*) without any reservation, protest, demand and recourse. Any such demand made by the 'MPPGCL' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto (@) If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [**Bidder's Name**]on whose behalf this guarantee is issued.

It is agreed by the Bank with the company that for any reasons / disputes arises concerning the Bank's liability to pay the requisite amount to the MPPGCL, under the terms of this Guarantee, the competent court of Madhya Pradesh in the Territory of which the office of tender issuing authority is situated alone i.e. shall have the jurisdiction to determine the same dispute and this shall be without prejudice to the liability of the Bank under the terms of this Guarantee being un-equivocal & un conditional, as mentioned above.

This guarantee shall be valid and binding on this Bank up to and including [insert date] and shall not be terminable by notice or any change in the constitution of the Bank or

by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between **[insert name of the Bidder]** and the MPPGCL.

This guarantee shall be a primary obligation of the Bank and accordingly the MPPGCL shall have first and primary recourse to the Bank and shall not be obliged, before enforcing this guarantee, to take any action in any court or arbitral proceedings against**[Insert name of the Bidder]**, to make any claim against or issue any notice or demand on**[Insert name of the Bidder]**or to give any notice to**[Insert name of the Bidder]** to enforce any security held by the MPPGCL or to exercise, levy or enforce any distress, diligence or other process against**[Insert name of the Bidder]**.

The Bank represents that this guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

This guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of 20.....at

Witnesses:

1. Signature	Signed (on behalf of bank)
Full name in block letters	Name :
Occupation : Nameof Bank.....	
Address Designation:	
	Staff Code No:

2. Signature	Bank Seal :Full name in block letters
Occupation :Date :	

Address

Note:This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank in India.

- (i) (*) The amount as specified in the Bid Documents/ Notice Inviting Tender (**) This shall be the date of opening of bids (#) Complete mailing address of the Head Office of the Bank, along with the Fax No of the Issuing Branch, to be given. (@) This date shall be the last date for which the bid is valid.
- (ii) To be executed on non-judicial stamp paper of value to 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs.25000/- and duly affixed for revenue stamp of Rs. 1/-. To be stamped in accordance with Stamp

- Act, if any, of country of the issuing bank. (For Example : If the Bank Guarantee is of value Rs. 1,00,000/- then the stamp paper will be of Rs. 500/- only and not $100000 \times 0.0025 = 250/-$)
- (iii) The Stamp papers should be purchased in the name of Bank issuing the Guarantee.
 - (iv) Complete mailing address of the Head Office of the Bank, issuing the Guarantee, along with e-mail addresses and Fax No. shall be given.
 - (v) In case of Foreign Bidder and Foreign portion the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).
 - (vi) The Bank Guarantee shall be furnished by the Bank directly to the Owner i.e. MPPGCL through RPAD/Speed Post/Courier.

ANNEXURE – III

**UNDERTAKING FOR SUCCESSFUL EXECUTION OF CONTRACTS AWARDED
TO BIDDER EARLIER**

Name of the Bidder –

Tender No. –

Tender Issuing Authority of MPPGCL –

I / we, the undersigned do hereby declare that, the contracts awarded to us, as per the credentials submitted against above indicated tender, had been successfully executed without any default.

In the event of any such information pertaining to the aforesaid matter found to be not correct at any given point of time either during the bidding stage or at the course of the contract my bid/contract shall be liable for cancellation / termination without any notice at the sole discretion of the MPPGCL and our EMD /Security Deposit shall be liable to be forfeited.

Place:

Date:

Yours faithfully,
Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website.)

ANNEXURE – IV

UNDERTAKING FOR OBSERVING FAIR AND ETHICAL PRACTICES

Name of the Bidder –

Tender No. –

Tender Issuing Authority of MPPGCL –

I/We, the undersigned do hereby confirm that at the time of submission of our offer/bid against above indicated tender we have observed fair and ethical practice, not concealed any material information and have not submitted any misleading facts or statements in our offer. In case, during the tendering process or during execution of the order, if MPPGCL determines in contrary to above, then MPPGCL will have right to reject the offer/terminate the contract if awarded and to initiate action as deemed fit as per terms & conditions of contract.

Place:

Date:

Yours faithfully,

Signature of the bidder with
seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website.)

ANNEXURE – V
PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

TEXT

Bank Guarantee No. Date -----

To,

(Order issuing authority)

Dear Sirs,

In consideration of the M.P. Power Generating Co. Ltd., Jabalpur having agreed to accept this bank guarantee in lieu of CASH deposit by way of Security for due and faithful performance required from M/s ----- herewith after referred to as contractors the bank of ----- hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the M.P. Power Generating Co. Ltd. or any officer authorized by it in this behalf of any amount upto and not exceeding ` ----- (In words `-----) to the said M.P. Power Generating Co. Ltd. on behalf on the aforesaid M/s ----- --- who have rendered and contracted for the supply of materials, equipment or services to the said M.P. Power Generating Co. Ltd. against order No. ----- dtd. ----- for the order value of ` -----

This guarantee shall be valid and binding in this Bank upto and including ----- or for such further period as may hereunder be mutually fixed from time to time in writing by the M.P. Power Generating Co. Ltd. and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons whatsoever and the banker's liability hereunder shall not be impaired or discharged by any extensions of time or variations or alternation made, given conceded or agreed to with or without the bank's knowledge or consent by or between the M.P. Power Generating Co. Ltd. and the contractors in the existing and/or further tender and/or contracts.

It is agreed by the Bank with the MPPGCL that if for any reasons/disputes arises considering the Bank's liability to pay the requisite amount to the MPPGCL, under the terms of this Guarantee, the competent court of Madhya Pradesh in the Territory of which the office of order issuing authority/OIC of the contract, is situated i.e. ----- shall have the jurisdiction to determine the same dispute and this shall be without prejudice to the liability of

the Bank under the terms of this Guarantee being un-equivocal & un-conditional, as mentioned above.

The liability under the Guarantee is restricted to be ` ----- (in words) ` ----- only. This guarantee shall remain in force until ----- unless a demand to enforce a claim is made under this Bank guarantee by the MPPGCL to be bank within above mentioned validity, the rights of M.P. Power Generating Co. Ltd. under the guarantee shall be forfeited and the Bank shall be relived and discharged from all liabilities there under:-

Witnesses:

- | | |
|--|--|
| <p>1. Signature</p> <p>Full name in block letter</p> <p>Occupation:</p> <p>Address</p> | <p>Signed (on behalf of bank)</p> <p>Name:</p> <p>Name of Bank -----</p> <p>Designation :</p> <p>Staff Code No. :</p> <p>Bank Seal</p> |
| <p>2. Signature</p> <p>Full name in block letter</p> <p>Occupation:</p> <p>Address</p> | <p>Date :</p> |

Note: This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank in India.

- (i) To be executed on non-judicial stamp paper of value of 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs 25000/- and duly affixed for revenue stamp of Rs 1/-. To be stamped in accordance with Stamp Act, if any, of country of the issuing bank (For example: If the Bank Guarantee is of value Rs 1,00,000/- then the stamp paper will be of Rs 500/- only and not $100000 \times 0.0025 = 250/-$).
- (ii) The Stamp papers should be purchased in the name of Bank issuing the Guarantee.
- (iii) Complete mailing address of the Head Office of the Bank, issuing the Guarantee, alongwith e-mail addresses and Fax No. shall be given.
- (iv) In case of Foreign Bidder and Foreign portion, the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank, which is in the approved list of Reserve Bank of India (RBI).

The Bank Guarantee shall be furnished by the Bank directly to the Owner through RPAD/Speed Post/Courier

ANNEXURE – VII

PROFORMA FOR EXTENSION OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

Note:- To be executed on non-judicial stamp paper of worth Rs 500/- and Rs 1/- revenue stamp may be fixed on Bank Guarantee. Only text is to be typed on stamp paper. The stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

TEXT

Bank Guarantee No.Dated

To,

(Order Issuing Authority)

Dear Sirs,

At the request of our client M/s we hereby extend our Guarantee No.dtd. given on their behalf for a further period fromto our liabilities under this guarantee is limited to a sum not exceeding Rs (In words Rupees).

This Guarantee shall remain enforce up tounless a demand to enforce a claim is made under this Bank Guarantee, to the Bank within above mentioned validity, the right of the M.P. Power Generating Co. Ltd. under this guarantee shall be forfeited and the bank shall be relived and discharged from all liability there under:-

Witnesses:

- | | | |
|----|---|---|
| 7. | Signature
Full Name in Block Letters
Occupation
Address | Signed (on behalf of Bank)
Name:
Name of Bank
Designation
Staff Code No.
Bank Seal |
| 8. | Signature
Full Name in Block Letters.
Occupation
Address | Date: |

ANNEXURE – VIII

PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENT

Bank Guarantee No.Dated

To,

(Order Issuing Authority)

Dear Sirs,

Pursuant to the contract, herein after referred to as the 'CONTRACT' which M/shereinafter referred to as the "CONTRACTOR" which expression shall, unless repugnant to the context or meaning, thereof include its successors, administrators, representative and assignees, have concluded with the Madhya Pradesh Power Generation Company Limited (MPPGCL) hereinafter referred to as the 'OWNER', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on201.... vide Letter of Award / Contract No.dtd..... the CONTRACTOR have undertaken to execute the work Value of Rs..... (Rs.....)only.

1. According to the said contract, the OWNER has undertaken to make an advance payment of Rs(Rs) the payment of% foragainst issuance of an Advance Payment Guarantee by a Bank.

2. For this advance payment, we the undersigned(Name)(Address), and having its Head Office atherein-after referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably undertake to pay theOWNER merely on demand without any previous notice and without any demur and without recourse to the CONTRACTOR and without referring to any other source any and all monies payable by the CONTRACTOR towards the advance or part thereof paid by the OWNER, but not exceeding Rs(Rs.....) only provided the OWNER advises us that the CONTRACTOR has failed to fulfill his contractual obligations stipulated in the said contract. Any such demand made by the OWNER on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the OWNER and the CONTRACTOR or any dispute or disputes raised / pending before the Court, Tribunal, Arbitrator or any other authority.

3. The value of Advance Payment Guarantee shall stand progressively diminished is based on the works / services made on quarterly basis on advice of OWNER.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).

5. This Guarantee will become invalidmonths after the completion of theby the CONTRACTOR under this Contract or as soon as this letter of guarantee has been returned to us at the latest, however, on 201..... unless a claim has been lodged with us under this guarantee before that date.

6. The OWNER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time of performance by the CONTRACTOR . The Bank shall not be released from its liability under these presents by any exercise of the OWNER of the liberty with reference to the matter aforesaid.

7. It shall not be necessary for OWNER to proceed against the Contractor before proceeding against the said Bank and the Guarantee herein contained shall be enforceable against the said Bank notwithstanding any other security which the OWNER may have obtained or obtain from the said Contractor shall at the time when proceedings are taken against the said Bank hereunder, be outstanding or unreleased.

8. We, the Bank further agree that the decision of the OWNER as to the failure on the part of the CONTRACTOR to fulfill the contractual obligations stipulated in the said contract and / or to the amount payable by the Bank to the OWNER shall be final, conclusive and binding.

9. This guarantee will not be discharged due to the change in the constitution of the Bank of the CONTRACTOR(S).

10. It is agreed to by the Bank with the MPPGCL that if for any reasons dispute arises considering the Bank's liability to pay the requisite amount to the MPPGCL under the terms of this guarantee the competent court of Madhya Pradesh in the Territory of which the office of order issuing authority / OIC of the contract, is situated i.e.shall have the jurisdiction of determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

11. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs(In words Rs) and it will remain in force up to and including

Witnesses:

- | | | |
|----|-----------------------------|----------------------------|
| 1. | Signature | Signed (on behalf of Bank) |
| | Full Name in Block Letters | Name: |
| | Occupation | Name of Bank |
| | Address | Designation |
| | | Staff Code No. |
| | | Bank Seal |
| 2. | Signature | Date : |
| | Full Name in Block Letters. | |
| | Occupation | |
| | Address | |

NOTE :-

This guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank of India.

i). To be executed on non-judicial stamp paper of value of 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs 25000/- and duly affixed the revenue stamp of Rs 1/- To be stamped in accordance with stamp Act, if any, of country of the issuing Bank (For example L: if the Bank Guarantee is of value of 1,00,000/- then the stamp paper will be of Rs 500/- only and not $1,00,000 \times 0.0025 = \text{Rs } 250/-$).

ii). The stamp papers should be purchased in the name of Bank issuing the Guarantee.

iii). Complete mailing address of the Head Office of the Bank, issuing the Guarantee along with e-mail address and FAX No. shall be given.

iv). In case of Foreign Bidder and Foreign portion the Bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).

v). The Bank Guarantee shall be furnished by the Bank directly to the owner through RPAD/Speed Post / Courier.

ANNEXURE – IX

AFFIDAVIT FOR NO BANNING/BLACKLISTING/DELISTING

Affidavit on a non-judicial stamp paper of Rs.200/- and shall be Notarized for No Banning/Blacklisting/Delisting

Name of the Bidder –

Tender No. –

Tender Issuing Authority of MPPGCL –

1. It is to declare that on the date of bid submission i.e. (indicate date) We (Name of the Bidder/Company) are not banned/blacklisted/delisted by any of the Central/State Departments/PSUs/MPPGCL/Successor Companies of MPSEB/Department of Energy, Government of Madhya Pradesh for any reason and nothing have been concealed in this regard.
2. I/We hereby further declare that none of my/our sister-concern/group/partnership concerns/associate concerns are participating in this tender.

Place:

Date:

Yours faithfully,

Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website. Further, if so desired the said Affidavit, in original shall have to be submitted in physical form to the tender inviting authority)

AFFIDAVIT

(Regarding ;"Neither the bidder nor any of its sister concern are facing Insolvency & Bankruptcy".)

(TO BE EXECUTED ON Rs 200/- NON JUDICIAL STAMP PAPER)

Name of the Bidder ©

Tender Notice No. –

Undersigned do hereby confirm that at the time of submission of our offer/bid against aforementioned tender, neither the bidder i.e. M/s

_____ nor any of its sister concern are facing insolvency & bankruptcy proceedings. In case, during the tendering process or during execution of the order , if MPPGCL determines in contrary to above, then MPPGCL will have right to reject the offer/terminate the contract if awarded and to initiate action as deemed fit as per terms & conditions of contract.

Place:

Date:

Yours faithfully,

Signature of the bidder with seal

(The copy of Notarized Affidavit on this format is essentially required to be uploaded by the bidder on e-tendering web site. Further, if so desired the said Affidavit, in original shall have to be submitted in physical form to the tender inviting authority.)

ANNEXURE 'A'

Model rules relating to water supply and sanitation in labour camps

Note- The model rules are intended primarily for labour camps which should be adhered to. Standards in permanent or semi-permanent labour camps should not obviously be lower than those for temporary camps. Any other conditions as may be imposed by the State Government or the local authorities in this respect shall be complied with by the contractor.

1. Location :- The camp should be located in elevated and well drained ground in the locality.
2. Layout :- Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch shall be approved by the Engineer-in-charge.
3. Hutting :- The huts to be build of local materials and each hut should provide at least 20 sqm. of living space.
4. Sanitary facilities : - There shall be provided latrines and urinals at least 15 m. away from the nearest quarter, separately for men and women and specifically so two families per seat. No separate urinals are required as privies can also be used for this purpose.
5. Drinking Water :- Adequate arrangements shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged.

When supply is from an intermittent source, a covered storage tank shall be provided with a capacity of one gallon per person per day. Where the supply is from a well, it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be atleast 30 m away from any latrine or other source of pollution. If possible a hand pump should be installed for drawing the water from the well. The well should be effectively disinfected once every month and quality of water should be tested at the Public Health Institution between every two disinfections.

6. The rules aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be breach of contract.

IMPLEMENTATION OF EMPLOYEE'S PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT-1952

1. Every employee shall have to be enrolled for the Membership of Employee's Provident Fund in accordance of the provision of Employee's provident fund and Misc. Provision Act, 1952 with all the amendments as may be enacted by the provident fund commissioner from time to time.
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 contribution by himself.
3. The contractor shall be responsible for payment of wages to each worker employee by him as contract labour in accordance with the provisions of the law.
4. A representative duly authorised by the Principal employer shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
5. The contractor shall ensure the disbursement of wages in the presence of authorised representative of the principal employer.
6. In respect of employees employed by or through contractor shall recover the contribution payable by such employer shall recover the contribution payable by such employees and shall pay to the Principal Employer the amount of Member's contribution so deducted together with an equal amount of contribution and also administrative charges as specified in the E.P.F. Act.
7. In case the contractor fails to make payment of wages of remittance of E.P.F. Contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of full wages or the unpaid balance due, as the case may be to the contract labour employed the contractor to the E.P.F. Commissioner authorities, and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debit payable by the contractor.

Superintending Engineer (O&M)
Pench : MPPGCL : Totladoh

कार्यमात्रा

कार्य का नाम :पेंच जल विद्युत परियोजना के ग्राम पवनी स्थित कैपिंग हाउस में खानपान व्यवस्था, परिचालन, सुरक्षा व्यवस्था एवं साफ सफाई का कार्य।

कार्य की अवधि– 24 माह

क्र.	कार्य का विवरण	युनिट	मात्रा
1	<p>कैपिंग हाउस में अतिथियों के लिये भोजन/नाश्ता तैयार करना, परोसना,रखरखाव एवं साफ सफाई का कार्य ।</p> <p>कार्य का विवरण निम्नानुसार :- टेकेदार को कैपिंग हाउस में अतिथियों को चाय नाश्ता भोजन आदि समय पर एवं गुणवत्ता अनुसार कैपिंग हाउस में ही तैयार कर उपलब्ध कराना एवं कैपिंग हाउस स्थित कक्षों के बिस्तरों की चादर, तकिये कव्हर, तौलिया, नैपकिन एवं पर्दों की धुलाई एवं प्रेस करने का कार्य कैपिंग हाउस में झाडु पोछा एवं अन्य साफ सफाई का कार्य, सुरक्षा व्यवस्था एवं समय समय पर प्रभारी अभियंता के निर्देशानुसार बताएं गये कार्य।</p>	1 माह	24 माह
2	Service Charge	1 माह	24 माह

ASSISTANT ENGINEER (CIVIL)
PENCH HPS, MPPGCL, TOTLADOH

नियम एवं शर्तें

1/ (अ) उपरोक्त कार्य के लिये 18 वर्ष से कम आयु के व्यक्तियों को नहीं रखा जायेगा । उक्त कार्य हेतु ठेकेदार को आवश्यकता अनुसार भोजन की व्यवस्था कैम्पिंग हाउस में ही करनी होगी । अनुबंध कार्य हेतु वांछित व्यक्ति साफ सुथरे एवं सदाचारी प्रवृत्ति के होना अनिवार्य है । पुलिस रिकार्डधारी, अपराधिक व तामसिक प्रवृत्ति के व्यक्तियों को काम पर लगाना वर्जित है ।

(ब) कार्य के लिये कम से कम एक परिचारक उपलब्ध कराना होगा । कार्य हेतु आवश्यक 3 परिचारिकों (अकुशल श्रमिक) की ड्यूटी 8- 8 घन्टे की होगी एवं वे प्रभारी यंत्री के निर्देशों एवं निविदा शर्तों के अनुसार कार्य करेंगे । परिचारिकों की ड्यूटी में आवश्यकता अनुसार परिवर्तन किया जायेगा । कार्य हेतु एक खानसामा (कुशल श्रमिक) प्रतिदिन 8 घंटे उपलब्ध करना होगा । साफ सफाई हेतु एक परिचारक(अकुशल श्रमिक) प्रतिदिन कार्य पर लगाना होगा ।

(स) सभी कार्यरत श्रमिकों को शासन द्वारा घोषित आठ राष्ट्रीय अवकाशों एवं विश्वकर्मा जयंती के दिन कार्य करने पर श्रमिकों को ठेकेदार द्वारा दो दिन का भुगतान दिया जायेगा । पाली श्रमिकों को साप्ताहिक अवकाश पाली के अनुसार दिया जायेगा । खानसामा एवं सफाईकर्मी को रविवार के दिन साप्ताहिक अवकाश दिया जायेगा ।

2/ भोजन प्रबंध का कार्य प्रभारी यंत्री के निर्देशों एवं निविदा शर्तानुसार संपादित करना होगा अन्यथा 500 रुपये प्रतिदिन के अनुसार अर्थदण्ड लगाया जायेगा ।

3/ भोजन प्रबंध के बर्तनो एवं ईंधन का इंतजाम ठेकेदार को स्वयं करना होगा । कैम्पिंग हाउस में रूकने वाले आगंतुको से ठेकेदार द्वारा वसूली गयी भोजन की राशि में इंधन का चार्ज समाहित होगा ।

4/ कैम्पिंग हाउस में उपलब्ध मण्डल की संपत्ति एवं निवास कक्ष व अन्य कक्षों में उपलब्ध संपत्ति की सुरक्षा की पूर्ण जिम्मेदारी ठेकेदार की होगी । किसी सामग्री की कमी पायी जाने पर उसकी राशि प्रचलित बाजार दर से ठेकेदार के चलदेयकों से कटौती की जायेगी ।

5/ कैम्पिंग हाउस में सिर्फ ड्यूटी पर उपस्थित कर्मचारी ही रहेंगे ।

6/ इस कार्य हेतु लगाये श्रमिकों का भुगतान महाराष्ट्र शासन द्वारा निर्धारित न्यूनतम मजदूरी दर पर करना होगा । लगाये गये श्रमिकों का बीमा एवं चल देयक की प्रस्तुत के पूर्व ई.पी.एफ. चालान कार्यालय में प्रस्तुत करना होगा ।

7/ कैम्पिंग हाउस में झाडु पोछा एवं अन्य साफ सफाई का कार्य (साफ सफाई हेतु लगने वाली समस्त सामग्री सहित) ठेकेदार को प्रभारी अभियंता के निर्देशानुसार प्रतिदिन (एक दिन का साप्ताहिक अवकाश) करनी होगी ।

8/ बर्तन सफाई संबंधित कार्य में लगने वाली सामग्री (जो खपत योग्य है ,जैसे विम पाउडर, इत्यादि) की व्यवस्था ठेकेदार को स्वयं के खर्च से करनी होगी ।

9/ ठेकेदार द्वारा नियुक्त कर्मचारियों की कार्य के दौरान दुर्घटना/मृत्यु की स्थिति में, संपूर्ण जवाबदारी/जिम्मेदारी ठेकेदार की होगी ।

नोट:—उपरोक्त कार्य का ठेका कार्यअवधि के दौरान किसी भी समय पर निरस्त किया जा सकता है ।

ASSISTANT ENGINEER (CIVIL)
PENCH HPS, MPPGCL, TOTLADOH

