

☎: - (0755) - 2586428

M.P. POWER TRANSMISSION CO. LTD.

**SECTION-I**

TENDER SPECIFICATION NO -TS-10/2025-26 Dt.02.01.2026

TENDER FOR

**Name of Work: R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.**

**“Tender Submitted with Conditions(s) will be summarily rejected”**

Tender issued to M/s/Shri. \_\_\_\_\_

**On payment of Rs. : 885/- only (590/- (Tender fee) +295/- (processing Fee) (I/C GST)**

**Due date of opening : 22.01.2026 Issuing Authority: E.E.(EHT-C) DN. MPPTCL Bhopal**

**Office of the  
EXECUTIVE ENGINEER (EHT-Construction) Dn.,  
MP Power Transmission Company Limited, Bhopal**

Address: Transco Administrative Complex Building, Bijali Nagar Colony, Govindpura, Bhopal (MP)  
462023

e-mail: [eeehtc.d2.bpl@mptransco.nic](mailto:eeehtc.d2.bpl@mptransco.nic) , website : [www.mptransco.nic.in](http://www.mptransco.nic.in)

**Note: - Tender Specification No., Name of work, Tender cost and amount of earnest money with other details shall be noted by the bidders himself.**



**M.P. POWER TRANSMISSION CO. LTD.**

(UNDERTAKING OF M.P. GOVT.)

CIN No. -U40109MP2001SGC014880

**OFFICE OF THE EXECUTIVE ENGINEER EHT (CONSTRUCTION)**

F-4, Administrative Complex Building, Bijli Nagar Colony, Govindpura, Bhopal-23

**Phone No- 0755-2586428, E-Mail- eehhc.d2.bpl@mptransco.nic.in**

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**TENDER SPECIFICATION NUMBER TS-10/2025-26 Date.02.01.2026**

**DUE DATE OF OPENING 22.01.2026 AT 15.00 PM**

**R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT-CONSTRUCTION DIVISION, BHOPAL.**

**Tender Cost (incl. GST) 885/- only**

**(590/- (Tender fee) +295/- (processing Fee) (I/C GST)**

**(Rs. Eight Hundred Eighty-Five Only)**

**EXECUTIVE ENGINEER (EHT-CONST.)  
DIVISION, MPPTCL, BHOPAL**



**M.P. POWER TRANSMISSION CO. LTD.**

(UNDERTAKING OF M.P. GOVT.)

CIN No. -U40109MP2001SGC014880

**OFFICE OF THE EXECUTIVE ENGINEER EHT (CONSTRUCTION)**

F-4, Administrative Complex Building, Bijli Nagar Colony, Govindpura, Bhopal-23

**Phone No- 0755-2586428, E-Mail- eehctc.d2.bpl@mptransco.nic.in**

The undersigned hereby tender and offer (subject to MPPTCL's conditions of tendering), the M.P. Power Transmission Company Limited (herein after referred to as MPPTCL) for **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.**

which are described or referred to in the enclosures and schedules to the **Specification TS-10/2025-26 Dt.02.01.2026 due on 22.01.2026**, copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the contractor in a thoroughly good and workmen like manner and to perform and observe the provisions or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sums and at the rates set out in schedules annexed hereto.

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

Scanned copies of documentary proof for online payment towards cost of **Specification TS-10/2025-26 Dt.02.01.2026 due on 22.01.2026** and Earnest Money has been uploaded on portal.

Dated .....

**Tenderer's Name & Signature  
with seal of the company / firm**

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## IMPORTANT NOTES

**(Tender Documents, Price Bid, all other Documents & EMD are to be submitted Online only. No Documents shall be Submitted in physical form)**

1. **Tenders submitted with condition(s) will be summarily rejected.**

### **1.01 Specific Requirement / terms of contract**

1. The work involved **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.**
2. This contract is a rate contract, which includes the **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.**
3. The period of contract is **01 month including rainy season which can be extended up to further 15 days additionally.**
4. Although the effective **completion period of complete contract is ( 4 months)** it is expected that the work should be completed within a time period from the date of award of contract or date of handing over of site whichever is later.
5. **The SOR of MPPTCL for the year 2025-26 will be applicable.**

### **1.02 SCOPE:**

This specification covers **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.** The contractor shall have to arrange men/T&P, transportation, etc. required for the work as per the scope of tender at their own cost as per the scope of tender as indicated in Price-Schedule online. The detailed technical specification for above work has been described in enclosed Section-II. The Tenderers are requested to go through our technical requirements carefully. It may be noted that furnishing of all information as required in various Schedules is a must. In case, any of these schedules duly filled-in is not furnished or confirmations as required in the Schedules are not given, the Bid will be treated as incomplete and may be liable for rejection without any correspondence by the MPPTCL. It is obligatory on the part of the tenderer to offer for complete scope of the tender. Such offers which do not cover complete scope of work will be rejected. Specific requirements of commercial matters are indicated under various clauses of this Section-I. Tenderers are advised to go through contents of various clauses of specific requirements for standard commercial terms & conditions very carefully since in case of non-compliance/ lapse, responsibility for the same will rest on them.

### **1.03 ERECTION WORK TO BE CARRIED OUT:**

- (a) The provisional quantity of for **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.** against this Bid Specification has been indicated in SCHEDULE- 1 (A), based on which prices are to be quoted online in Price-Bid.
- (b) The Tenderers should submit their bids subject to fulfilling financial and experience criteria as prescribed in the Bid.
- (c) In case, any additional work(s) is required to be carried out, which is not included in the Bill of Quantity but, covered in SOR of MPPTCL, due to site condition, shall be executed. The payment of such item shall be made considering accepted rate above/below of MPPTCL SOR

## 2.1 BID SUBMISSION :-

2.1 Tenderers are requested to submit their bids ONLINE as per conditions of this bidding document. Any deviation from conditions as specified herein; the Bid will not be accepted.

## 2.2 Tenderers are required to furnish the Bids electronically on e-procurement website at <http://mptenders.gov.in> by following procedure given below:-

- i. Registration with e-procurement site:- For participation in e-tendering module of MPPTCL, it is mandatory for prospective bidders to get registration on website <http://mptenders.gov.in> for submission of their bids online. Therefore, it is advised to all prospective bidders to get registration by online payment of registration fees at the earliest. Offline bids shall not be entertained by the MPPTCL for the tenders published on e-procurement platform. For registration and online bid submission, Tenderers may contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: [brahme@mpsdc.com](mailto:brahme@mpsdc.com). The details are available on the e-procurement website <http://mptenders.gov.in> for registration.
- ii. **Payment of Transaction Fee:** - It is mandatory for all the participant Tenderers to electronically pay a Non-refundable Transaction fee to M/s Madhya Pradesh State Electronic Development Corporation Ltd, the service provider through "Payment Gateway Service on E-Procurement platform".
- iii. **Tender Document:** - The Tender documents can be downloaded ONLY online. The Tender shall be available for purchase to concerned bidders immediately after online release of the Tender and up to scheduled date and time as set in the key dates. The tender document can be down loaded without making any payment, however the same cannot be used for bid submission. The Tenderers are requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Arrangements have been made for the Bidders to make payments online. In case of online tendering, the application form for the purchase of tender documents shall not be required.

The Bidders can purchase the tender documents online from website <http://www.mptenders.gov.in> by making online payment for the tender document fees using the service of the secure electronic payments gateway and should print out the system generated receipt for their reference which can be produced whenever required. Service and gateways charges shall be borne by the bidders.

Tender cost is not refundable. Manual purchase of tender is not allowed.

- iv. **Electronic Payment Account:** As the tender documents shall be available for purchase only online, Bidders are required to pay the Tender Document fees online using the Online Payments Gateway Service integrated into the e-Procurement System. For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link, List of e-Payments accepted Online' on <http://mptenders.gov.in>.
- v. **Digital Certificate authentication:** -  
The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class-III Digital Certificate is issued upon receipt of mandatory identity proofs

along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: - It may take up to 7 to 10 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act-2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

vi. **Set up of Bidder's Computer System:**

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help files on setting up of the Computer System can be obtained from e-Procurement Cell of M/s Madhya Pradesh State Electronic Development Corporation Ltd.

vii. **Publishing of NIT:**

For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published on the e-Procurement System. The bidders can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website <http://mptenders.gov.in>.

viii. **Key Dates:**

The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as

all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official. Hence, once the time schedule for a particular stage is lapsed then that task will be locked and the Tenderers who have not completed the task in time may not be able to participate in the tender. It should be appreciated that sufficient time duration is given for each stage and therefore, it is the responsibility of Tenderers to complete the process well within time rather than waiting for the last day of submission. MPPTCL & MPSEDC LTD. holds no responsibility for the non submission of bids due to such delay/negligence of the tenderers.

**Signature of Tenderer**

**2.03 IMPORTANT TENDER DETAILS AND KEY DATES & BASIC TENDER INFORMATION:****A: Important Tender Details: -**

1	<b>Department Name</b>	:	<b>M.P.P.T.C.L</b>
2	<b>Name of Purchaser</b>	:	<b>E.E. (EHT-Construction), BHOPAL</b>
3	<b>Tender Number</b>	:	<b>TS-10/2025-26 Date .02.01.2026</b>
4	<b>Name of the Tender (Work)</b>	:	<b>R&amp;M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT-CONSTRUCTION DIVISION, BHOPAL.</b>
5	<b>Tender Cost</b>	:	<b>Rs. 885/- (590/-(Tender fee) +295/- (processing Fee) (I/C GST)</b>
6	<b>Tender Cost payable</b>	:	<b>Online payment</b>
7	<b>Bid submission</b>	:	<b>Online</b>
8	<b>Place of Tender opening</b>	:	<b>Bhopal</b>
9	<b>Officer Inviting Bids</b>	:	<b>Executive Engineer (EHT-Const.),DIVISION, mpptcl, bhopal</b>
10	<b>Contact Person</b>	:	<b>Executive Engineer (EHT-Const.),DIVISION, mpptcl, bhopal</b>
11	<b>Website</b>	:	<b>www.mptransco.in, www.mptenders.gov.in</b>
12	<b>Contact Details: Tel. No. /Fax</b>	:	<b>0755-2586428 9425805129 &amp; 9589006341</b>
13	<b>Due (End) date of ONLINE submission of Tender</b>	:	<b>21.01.2026 up to 15:00 Hrs.</b>

**Key Dates: -**

Sr. No.	Tender Stage	Particulars	Date	Time
1	<b>Publishing of Tender Date</b>	Tender Purchase online	<b>02.01.2026</b>	<b>15:00 Hrs.</b>
2	<b>Document Download / Sale Start Date</b>		<b>02.01.2026</b>	<b>16:00 Hrs.</b>
3	<b>Document Download / Sale End Date</b>		<b>21.01.2026</b>	<b>15:00 Hrs.</b>
4	<b>Seek Clarification Start Date</b>		<b>02.01.2026</b>	<b>15:00 Hrs.</b>
5	<b>Seek Clarification End Date</b>		<b>16.01.2026</b>	<b>15:00 Hrs.</b>
6	<b>Pre-Bid Meeting</b>		<b>NA</b>	<b>NA</b>
7	<b>Bid submission Start Date</b>		<b>02.01.2026</b>	<b>15:00 Hrs.</b>
8	<b>Bid submission End Date</b>		<b>21.01.2026</b>	<b>15:00 Hrs.</b>
9	<b>Bid Opening Date</b>		<b>22.01.2026</b>	<b>15:00 Hrs.</b>
10	<b>Financial/Price-Bid Opening Date</b>	Price-Bid online	Will be informed later	

**Signature of Tenderer**

**Note: -**

- (1) The bidder has to quote their rates online only in Price-Schedule. The price bid shall be uploaded online as per schedule of key dates. Please note that, the schedule of price bid will not be accepted physically. In case Financial/Price bid is submitted physically the bid will be rejected. The bid of the eligible bidder for the respective item shall be opened online as per key dates.
- (2) The bidders shall have to upload scanned copy of EMD and payment for TENDER COST as per key dates in e-procurement system online.
- (3) The bidders have to submit documents as detailed in clause 1.08 of this Section-I.
- (4) The date of opening of financial / price bid may vary depending upon time taken in techno-commercial bid evaluation. The bidders may please keep them updated of price bid opening from the e-portal.

**ix. Eligibility Criteria: -**

1. The bidder shall furnish as part of their unconditional bid, the requisite documents establishing the bidder's qualification to perform the works as given in the NIT, along with registration in appropriate class in centralized registration system of PWD deptt. of Govt of MP or having desired minimum work experience and financial eligibility as per clause 1& 2 of NIT.
2. Not with standing anything stated therein, the MPPTCL reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation, specifically in case where the bidder stood lowest in more than one contract.
3. The bidders whether registered OR not registered in the centralized Registration System of PWD, Govt of MP, shall have to furnish online through e-procurement portal <http://www.mptenders.gov.in>, in two separate envelopes, one each for (i) Earnest Money, Qualifying Criteria and financial documents, and second (ii) Price bid. On evaluation of financial and experience & technical requirements, the price bids shall be opened on stipulated date notified / to be notified separately.
4. The rates shall be percentage below/above/at par the base rates/the SOR (2025-26) of MPPTCL with its amendment up to date of opening of tenders, in case the tenders are invited in percentage rate tenders. BQ consist of percentage rates which may be below or above or equal to SOR.
5. The tender may also be in two parts that is percentage rates and Item rates. The Part III of BOQ consists of item rates for which separate rates should be quoted for each item of work. If single rate is quoted for all the items the tender shall be summarily rejected,
6. Any item not included in the Bill of Quantities, however, available in SOR (2025-26) of MPPTCL may be got executed (if circumstances so arise) at the approved contract rates.
7. The arrangement of water for use in construction work or for consumptive use of labourer or for any other purpose shall be sole responsibility of the contractor.
8. The provisions of the third ordinance 1996 for the building and other construction workers (Regulation & Employment and condition of service) along with provisions of the building and other construction worker's welfare Cass rules 1998, shall also be applicable and binding on the contractor.
9. While deciding award of contract against this tender, apart from the prices quoted and compliance to terms and conditions of the tender specifications, purchaser will also take into account such factors as performance against earlier contracts in terms of quality of work done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to

be rejected.

10. The tender should be submitted online, also no separate offer of condition/discount from the contractor would be entertained.
11. The bidder should carefully read the specifications available in SOR (2025-26) of MPPTCL, for different items covered in the instant scope of work before quoting the tender rates as all works shall be executed as per those specification and guidelines enumerated in SOR, Stipulation wherever found which are inconsistent or contrary shall not be applicable.
12. For applicability of any item of SOR (2025-26) or regarding specification of any item in execution of work, the decision of CE (EHT-C) MPPTCL, Jabalpur shall be final, conclusive & binding on all concerned.
13. The EE (EHT-C) DN MPPTCL, Bhopal wherever found in tender document may be read as EE (EHT-Const.) DN Similarly, the Engineer-in-charge will be concerned EE (EHT-Constn) Dn. MPPTCL, Bhopal.
14. All disputes arising out of this contract and orders etc. shall be determined by a competent court at Jabalpur only.

**Signature of Tenderer**

**MADHYA PRADESH POWER TRANSMISSION COMPANY LIMITED**  
**DETAILED NOTICE INVITING TENDERS**

1. Online percentage/item rate tenders are invited from experienced registered Electrical Engineering Contractors of MP State Electricity Board/MP Power Transmission Co. Ltd., /other successor companies of MPSEB, Govt. / Public undertakings / Reputed Limited Companies who have successfully executed similar works, for the work as per Notice Inviting Tenders.

(a) Probable value of the contract RS.	AS PER TENDER NOTICE
(b) Earnest Money to be deposited with the tender RS.	-do-
(c) Time allowed for completion from The date of issue of work order	-do-
(d) Cost of tender documents RS.	-do-

2. **Bid submission:**

Bidder should duly upload the documents and fill the bids online only before Bid Submission End date/time as per key dates.

3. **Submission of Earnest Money Deposit (EMD):-**

- i. The EMD of respective amount as indicated against the tender, is to be submitted by bidder ONLINE (remitting payment on the e-tender portal) or in the form of Bank Guarantee (BG) issued by scheduled commercial bank in India/ Nationalized bank, the original copy of BG shall invariably be submitted by the bidder in the office of E.E. (EHT-Construction) DN, MPPTCL, Bhopal within 03 days of opening of Techno-commercial bid. In the absence of original Bank Guarantee, the MPPTCL may not consider the bid as responsive.

If bidder is opting for submission of Bank Guarantee towards EMD, then bidder has to opt for "exemption" option on the portal and upload the scanned self-certified copy of EMD BG as per NIT. The EMD BG should be valid for a period of at least 240 days.

- ii. No offer shall be accepted without EMD.
- iii. The following are also exempted from payment of Earnest Money.
- a. Registered small-scale industries of Madhya Pradesh in relevant category.
  - b. Ancillary units of Madhya Pradesh State Electricity Board.
  - c. M.P. State/Central Government undertakings. Fully owned State Govt. Manufacturing unit with 100% Govt. shares.
  - d. Small-scale units enlisted with the National Small-scale Industries Corporation for Central Govt. Stores Purchase Program.

Such unit shall submit documentary evidence along with their offer in a separate cover. Such tenderers shall clearly indicate on the tender cover that they are fulfilling any above criteria otherwise, it will be presumed that the tenderer does not fall in any of the categories of tenderers who are exempted by the Company from submission of the earnest money deposit and such tenders will not be considered and will not be accepted for opening of bid and the tenderers will be responsible for such lapse and in no case such tenders will be considered.

4. **Techno Commercial Bid:**

Bidders must positively complete online e-tendering procedure at <http://mptenders.gov.in>. They shall have to submit the following documents online in the website.

- i. Their complete techno-commercial offer containing detailed description, specification and all commercial terms and conditions. This document should not contain any price part (i.e. Price-Bid).
- ii. Techno-commercial information in the form of questionnaire and schedules as per enclosed preforms.

5. **Price Bid:**

Bidder shall have to submit the price bid documents downloaded from website and uploaded as per instructions therein. Physical submission of price bid will not be considered. The price bid of techno-commercially qualified bidder shall be opened online at the notified date at <http://mptenders.gov.in>. Bidders can view information of date of price bid opening by logging in to website.

6. **OPENING OF BID: -**

During the online Techno Commercial bid opening, the EMD/ Tender cost part of all the Tenderers will be varied first and after the verification of the uploaded scanned self certified copies of EMD/Tender cost, the Techno-Commercial bid will be verified. Subject to fulfillment of conditions related to tender cost/earnest money deposit, the techno-commercial bids shall be verified and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price bid.

7. **Change in date & time of opening of bids: -**

Tender shall be opened on the due date and time as notified in the presence of the tenderer or their authorized representative who may be present. If the due date of opening / submission of tender documents is changed, the same will be uploaded on Portal through corrigendum.

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

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

All the Tenderers shall invariably upload the scanned copies of Money Receipt (MR)/BG as the case may be, towards Tender Fee and EMD and in e-procurement system and this will be the primary requirement to consider the bid responsive.

The Techno-commercial bid evaluation shall be carried out solely based on the uploaded certificates/ documents, MR//BG towards Tender cost and EMD in the e-procurement system.

Techno-Commercial Bid (including EMD document proof/original BG) shall not be submitted by the bidder physically in the office of E.E. (EHT- Construction) DN, MPPTCL, Bhopal in any case.

The Tenderer has to keep track of any changes by viewing the addendum/ corrigendum issued by the tender Inviting Authority on time-to-time basis on web site/e-Procurement platform. The Department calling for tender shall not be responsible for any claims/problems arising out of this.

8. The drawings for the works and other documents such as specifications, schedule of quantities of various classes of work to be done and the conditions of contract etc. pertaining to the work can be seen by the tenderers and any other information required be obtained from the office of the Executive Engineer (EHT:C) DN, MP Power Transmission Co. Ltd., Bhopal, during office hours on working days.
9. Not more than one tender shall be submitted by one contractor or one firm of contractors.

**Signature of Tenderer**

**Further, the rate of Earnest Money and mode of deposit shall be as follows:**

1. The Earnest Money Deposit in respect of the tender for procurement/work contracts shall be @2% of the value of contract.

The Bank Guarantee should be furnished as per the proforma at page No. 38 of Section "1" of Tender Document. In case the Bank Guarantee is not found as par the prescribed proforma, it will not be accepted and the bid shall be disqualified.

Within 10 days of intimation being given to him of the acceptance of the tender, the successful tenderer shall make a further Security Deposit in the form of DD /Bankers cheque / Pay orders payable in favor of RAO MPPTCL ...BPL...or through a bank guarantee of schedule bank, pledged in favor of MPPTCL and valid for minimum two years (Any other form will not be acceptable and may liable to reject the tender). The contractor shall also permit the Company at the time of making any payment to him for work done under the contract, to deduct such amount from each of the bill for work done until such time that such deduction together with the security deposit already furnished, if any, amount to such percentage of the value of the accepted tender or the value to which the contract may be subsequently estimated to whichever is higher. This amount will be retained as the security for the due and proper fulfillment of the contract.

“In case, if the performance security is not submitted within twenty-eight (28) days of the notification of award, MPPTCL may at its discretion recover an amount equal to 0.25% of the amount of performance security per week of delay or part thereof subject to maximum of 5% from the contractors /suppliers subsequent Bills. The delay period shall be counted excluding initial submission time of 28 days. However, if the performance security is not submitted one week prior to expiry of bid security, the bid security shall be encased.”

2. Failure by the successful tenderer to furnish the prescribed security deposit within the period specified in clause 8 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 right of the Company to recover further damages, if any, from the tenderer.
3. Tenderers must submit online form of tender with the specification and any other schedule duly signed at the place specified. All pages of the tender documents, conditions of contract, specification etc. shall bear the full signature of the contractor at the foot of every page on the right hand corner. Any tender not bearing signatures on all the documents accompanying the tender is liable to be rejected.
4. Tenderer which do not fulfill all or any of the above condition or are incomplete in any respect are liable to be rejected.
5. (a) Before submitting the tender, 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 condition liable to be encountered during the execution of the works are taken into account and that the rate he enters for the tender are adequate and are inclusive to accord with the provision of general/special condition of contract for the completion of the work to the satisfaction of the Engineer-in-Charge.

(b) The submission of a 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 and specifications of the work to be done

(C) The Company will not, after acceptance of contract rate, pay any extra charges for any reason whatsoever, in case the contractor is found later to have misjudged any site condition(s).

6. (a) The rates shall be percentage below/above/at par with the base rates/SOR of MPPTCL with amendments up to the date of opening of tenders. No separate payment of lead and lift of materials shall be made.  
(b) The percentage rates quoted by the bidder as above shall be applicable only for all types of the erection works to be executed on the transmission line outside of charged substations of MPPTCL. The rates for execution of any type of electrical installation works within the charged substations shall be paid by increasing the percentage rates quoted by bidder by 10%, this will not be applicable for item rates part of BOQ.
7. The documents uploaded shall be relevant & legible and free from erasure, over writings or conversions of Figures. Any corrections, where unavoidable, shall be made by crossing out, initialing, dating and rewriting.
8. The contract or any part thereof shall not be sublet without the written permission of the Company/or its authorized representative.
9. The contractor will be bound to follow the MP Model Rules relating to its water supply and sanitation in labor camps (Vide Annexure 'A').
10. The contractor shall pay not less than the minimum wages to labours engaged by him on the work.
11. The Engineer-in-charge reserves the right to take up departmental work or to award any work contract in the vicinity without prejudice to the terms of this contract.
12. It shall not be obligatory for the Company or its officers to accept the lowest tender. The authority for the acceptance of the tender will rest with the Company which neither binds itself to accept the lowest or any other tender nor does it undertake to assign any reasons for declining to consider any particular tender or tenders.
13. Canvassing or support in any form for the acceptance of a tender is strictly prohibited. A list showing the names of the persons who are working with the contractor and are near relatives to any gazetted officer/ in the MPPTCL should also be appended with the tender.
14. The tenderers shall furnish full details of their previous experience with details of works completed by them so far and work in hand at present with them in the prescribed form included in the tender (vide Annexure-'C') without which tenders will not be considered.
15. Tender shall remain open for acceptance subject to the provisions of clause 19 above for a period of 120 days from the date on which they are due for submission in accordance with clause-4 above or any other extended date for their receipt or any other extended period consented upon by the tenderer and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of Earnest Money deposited with the tender.
16. Further information, if any, required, can be had from the Executive Engineer (EHT:C) DN M.P. Power Transmission Co. Ltd., Bhopal.
17. The tenderer should submit along with the tender, the certificate issued by the Income Tax Officer in original or an authorized copy thereof, or if, he has no taxable income, a sworn affidavit duly countersigned by the Income Tax Officer to that effect (Annexure 'B'), if not registered under appropriate class in MPPWD deptt.

- 18. All royalties be paid by the contractors as also all tolls, duties, local and other levies including GST, Insurance and Workman's Compensation Act. etc.

**26. SNAP BIDDING: -**

In case the prices received are found to be much higher than the cost estimated by the Purchaser or order place by other utility for similar material, the Purchaser reserves the right to opt for Snap Bidding, in which case following conditions shall be applicable: -

i. In case the Purchaser opts for snap bidding, then all the responsive Bidders, whose Price Bids were earlier opened, shall be invited to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and Price Bid opening of such Price Bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic Bid submission procedure specified for resubmission of Price Bids.

The lowest evaluated price shall be communicated to the responsive Bidders and they shall not be allowed to quote above the lowest evaluated price, in the new Price Bid. If any Bidder's new price is found to be higher than the lowest evaluated price during the initial bidding, its Bid shall be treated as non-responsive and the Bidder shall not be considered for award.

ii. In case any of the invited technically qualified Bidders do not submit new Price Bid during the snap bidding then the price as opened earlier shall be considered for any future evaluation by the contractor.

iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the Bidding document. The Purchaser shall evaluate the Price Bids and derive the lowest evaluated Bid (L1). However, even after submission of new Price Bids by the Bidders, the Purchaser reserves the right to reject the lowest evaluated Bid Price. If the Bid is rejected by the Purchaser, then the entire Bidding process shall be annulled.

- 27. THIS NOTICE OF TENDER SHALL form part of the contract and any breach of the terms of this notice shall be breach of the contract.

Signature of Tenderer

Dated

Address

MP POWER TRANS. CO. LTD

Address.....

Signature of Tenderer

**MADHYA PRADESH POWER TRANSMISSION COMPANY LIMITED  
INSTRUCTIONS TO TENDERERS**

**1. Definitions**

**COMPANY**

The company shall mean the Madhya Pradesh Power Transmission Company Limited (MPPTCL) incorporated as wholly owned Govt. of MP Undertaking and as limited company under the Companies Act 1956, with head quarter at Block No.2, Shakti Bhavan, Rampur, Jabalpur and shall include its successors and assigns.

**ENGINEER-IN-CHARGE**

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

**SITE**

The term shall mean the whole of the area earmarked by the Company for execution of the work as indicated in the Plan No ..attached to the tender, (If any).

**WORKS**

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

**2. Specifications and drawings**

Copies of specifications, designs, drawings and other documents required in connection with the works, signed for purpose of identifications by Superintending Engineer (EHT-C)/ Addl. Superintending Engineer(EHT-C)/Executive Engineer (EHT-C) shall also be kept open for inspection by the tenderer at the office of the Superintending Engineer (EHT-C), M.P. Power Transmission Co. Ltd. , / Addl. Superintending Engineer(EHT-C) / Executive Engineer (EHT-C),MP Power Transmission Co. Ltd., during office hours

**3. Rules for firm**

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 signatures of one or more Directors as may be provided in the Articles of Association along with a true copy of the 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 and the tender shall be signed by all the partners unless otherwise authorized 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 para 8 herein.

**4. Mode of Security Deposit (Performance security)**

The bidder shall have to furnish security deposit on acceptance of tender, within the time specified in the letter of intent as given below: -

- A. For work upto Rs. 10 lacs: 10% of cost of work to be deposited as security deposit in the form of cash or in form of the demand draft in favour of Regional Accounts Officer, MPPTCL, 2% of the amount of initial security deposit shall be submitted within 10 days of order/LOI & balance 8% shall be deducted from running bills.

Alternatively

Security deposit may also be submitted in the form of Bank guarantee/Banker's Cheque/Demand Draft of the amount equal to 10% of cost of work within 28 days of order/LOI, if the bidder so desires.

- B. For work above Rs. 10 lacs: 10% of cost of work to be deposited in the form of Bank Guarantee/Banker's Cheque/demand draft with 10 days of order/LOI.

"In case, if the performance security is not submitted within twenty-eight (28) days of the work order/LOI, MPPTCL may at its discretion recover an amount equal to 0.25% of the amount of performance security per week of delay or part thereof subject to maximum of 5% from the contractors /suppliers subsequent Bills. The delay period shall be counted excluding initial submission time of 28 days. However, if the performance security is not submitted one week prior to expiry of bid security, the bid security shall be encased."

#### **5. Forfeiture in case of failure**

Failure to furnish the security deposit within the time specified shall constitute a breach of the contract in which case the earnest money accompanying the tender shall be forfeited by the Company as liquidated damages for such default.

#### **6. Refund of Security Deposit**

The security deposit shall be refunded soon after the termination of the guarantee/maintenance period and of the contractor fulfilling all the conditions of the contract to the satisfaction of the Engineering-charge and on making application thereof.

#### **7. Offer to be Open for 120 days for acceptance: -**

The fact of the submission to the MP Power Transmission Company Limited of tender shall be deemed to constitute a contract between the tenderer and the Company where by such tender shall remain open for acceptance by the Company subject to its right for a period of 120 days from the date and time on which tenders are opened during which period the tenderer shall agree not to withdraw his offer nor to impair or derogate their effects. If the tenderer be notified within the aforesaid period that his tender is accepted, he shall be bound by the acceptance thereof by the Company. Any such withdrawal during the said period will entail forfeiture of the earnest money deposited with tender.

#### **8. Opening of tenders: -**

The Executive Engineer (EHT-C) DN MPPTCL, Bhopal or his duly authorized assistant will open the online tender bids at stipulated time and date.

#### **9. Prohibition of separate communication**

No separate communication bearing on the tender shall be addressed by the tenderer to the Executive Engineer (EHT-C) DN MPPTCL, Bhopal or any other person, but explanatory or qualifying remarks which the tenderer may desire to make must be recorded on page ..... hereof.

**Signature of Tenderer**

**10. Contract documents to be studied by the tenderer**

The tenderer shall examine closely the specifications and carefully study the drawings and all documents, which form part of the contract to be entered into by the successful tenderer, before submitting his tender. Unit rates shall be for finished work. Plans and specifications and other documents connected with the contract can be seen on the specified date or on any working day between working hours in the issuing office.

A copy of the set of contract documents can also be had on payment. No information will, however, be given on the date fixed for the opening of the tenders.

**11. Bill of Quantities**

A Bill of Quantities is included in the tender 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 Company 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 so long as the overall value of the contract does not vary beyond  $\pm 25\%$  of the contract value. In case of variations beyond  $\pm 25\%$  of the contract value, the rates shall be mutually negotiated for execution of balance value of work.

**12. Care in submission of tender**

Before submitting online tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work that all conditions liable to be encountered during the execution of the work are taken into account and that rates he enters in the tender are adequate and all inclusive to accord with the provision of the general & special conditions of contract for the completion of the works to the satisfaction of the Engineer-in-charge.

**13. Omissions 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 Endeavour has been made to avoid any error which can materially affect the basis of the tender, but if any error is subsequently discovered, the tenderer shall make no subsequent claim on account thereof.

**14. Visit to site etc.**

The submission of a tender by a tenderer implies that he has read and accepted these instructions, the conditions of the contract etc. and has made himself aware of the scope and specifications of the work to be done and local conditions, and availability of materials of required quality and quantity and other factors bearing on the execution of the work. The Company will not after acceptance of contract, pay extra charge 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 etc. for work.

**15. 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 material at his own expenses.

**16. Royalties and other taxes**

All taxes and royalties as on the date of opening of tender, would be deemed to have been included in the quoted price. Any statutory increases in the rates of excise duty, royalties,

taxes & other levies after the award of this contract shall be reimbursable to the contractor on production of documentary proof of payment of the same to the concerning authorities.

**17. Sub-letting of contract**

The contract in full or any part thereof shall not be assigned or sublet without the written permission of the Company (Or its nominee). In case such a permission is granted, however, it shall be borne in mind that the Company shall under no circumstance recognize the sub-contractors and the responsibility of executing the work according to the specifications and within the stipulated time shall entirely rest with the principal contractor.

**18. Receipts for payment made to contractors**

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

**19. 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 Company from any claims for damages or injury to a person or property resulting from such accident

**20. Employment of qualified Engineers and Engineering Subordinates**

The contractor will have to engage engineers and engineering supervisory staff commensurate with the technical nature and quantum to work. In the event the Engineer-in-charge finds that Engineering and Supervisory Staff employed at any stage is not adequate and that the contractor has not taken due action to employ the required staff inspite of notice given to him in writing by the Engineer-in-charge, the later shall have power to recover from any payments due to the contractor by any 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 Engineer (EHT-C) DN MPPTCL, Bhopal under whose jurisdiction the work is in progress shall be final and binding on the contractor.

NOTE: This clause will not be insisted upon, if the works involved is less than Rs. 25,000/.

**21. Where tenderers are not worked with the Board or its successor companies**

Tenderers who have not already worked themselves as contractors in MPPTCL., shall, if required, furnish satisfactory evidence to the effect that they have been regularly engaged in the construction of similar works as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by the specifications for the particular work tendered for in the event of their tender being accepted.

**22. Acceptance of Tender**

The acceptance or rejection of any tender is left entirely to 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.

**23. Right of Company to deal with tender**

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

**24 . Specification to be followed**

The work will be carried out strictly in accordance with Indian Standard Code of Practice. The aforesaid specification should, however, be read in conjunction with the specification annexed to the 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 code or practice as may be decided by the Engineer-in-charge. In the absence of any specification in any of the above codes, the specification as decided by the Executive Engineer (EHT-C) DN MPPTCL, Bhopal shall be applicable.

**25 . Instructions to form part of contract**

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

**Signature of Tenderer**

## **GENERAL CONDITIONS OF CONTRACT**

### **Clause-1 Security Deposit**

The person/persons whose tender may be accepted hereinafter called the contractor(which expression shall, unless excluded by or repugnant to the context, includes his heirs, executors, administrators, representatives and assigns) shall permit the Company at the 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 instructions to the tenderers, unless the said sum of security to be taken is fully covered. In the event of such a deduction not being made by the Company wholly or partly at the time of making the payment, the Board/Company 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 Company as Security Deposit. All compensation or other sums of money payable by the Contractor to the Company under the terms of this contract may be deducted from or paid by the sale of the sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Company on any account whatsoever and in the event of his security deposit being reduced by reason 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. The security deposit referred to when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Note: Any sum deposited by the contractor or amount of deductions made under Clause 1 always may, if the contractor so desires, be converted into one of the recognized forms of interest bearing securities to be approved by the Officer sanctioning the contract. Provided the amount to be converted is not below Rs.1000/- (One Thousand) and the period of contract warrants such conversion.

Such Securities should be endorsed to the EE(EHT:C) DN MP Power Transmission Co. Ltd., Bhopal in favor of Sr. A.O. / R.A.O., MPPTCL Bhopal Incidental charge as decided by the Company for such conversion shall be borne by the contractor.

### **Clause-2 (a) Compensation for delay**

If the contractor fails to complete the works or any part of works in the contract within the time therein specified or any extension of such time granted hereunder then and in any such event the Company will deduct compensation at the rate of half percent (0.5%) per week of the contract value of work subject to maximum Ten percent (10%) of the contract value.

#### **(b) Interim progress of work**

To ensure good progress during the execution of the work a periodical review meeting between Contractor and MPPTCL shall be held to analyses the scheduled and actual progress, targets for the next period and to sort out bottlenecks, if any. Please note that during execution of work, if it is observed that contractor is not maintaining the progress of work vis-a-vis in proportion with the scheduled time for work, then the MPPTCL shall

**Clause-3**

In any case in which the contractor commits breach of any terms of the 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 Company or the Engineer-in-charge on behalf of the MP Power Transmission Co. Ltd., shall have power to adopt any of the following courses without prejudice to any other right that may accrue to the Company 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 Company without prejudice to the right of the Company to recover any further amount by way of damages.
- (b) To employ labour paid by the Company and to supply materials 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 materials(of the 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 Company 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 this contract or the cost of the labour and the price of the materials as certified 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 up 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 in excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Board/Company under the contract or otherwise or from his security deposit or the proceeds of sale 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 compensation 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. In case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work, therefore, actually performed under this contract, unless and until the Engineer-inCharge has 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 no action taken under Clause3**

In any case in which any of the powers conferred upon the Engineer-in-charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of defaults 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 in force 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 or 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 at 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 by notice in writing to the Contractor or his clerk or work foreman or the authorized agent require him to remove such tools, plant, materials or stores

from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expenses or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such act shall be final and conclusive against the contractor.

#### **Clause-5 Extension of time**

If the contractor shall desire 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 ground, he shall apply in writing to the Engineer-in-charge within 30 days of hindrance on account of which he desires such extension as aforesaid. Any extension of time period shall be subject to the sanction by the competent authority of the Company. Strike by the Contractor's labors, and lock out by the contractor shall not be considered to be unavoidable hindrance for 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 be executed scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood works, 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 not until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish and 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 Company from time to time and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **Clause-7 Payment on Intermediate Certificate to be regarded as advances**

No payment shall ordinarily be made for works estimated to cost less than rupees one thousand until after the whole of the work shall have been completed and certificate of completion given, but if intermediate payment during the course of the execution of works is considered desirable in the interest of work, the contractor may be paid at the discretion of Engineer-in-charge. The payment of RA bills shall be made "Within 30days" only on receipt of Invoice complete in all respect, by concerned E.E. (EHT:C) Division, approved and passed by the Engineer-in-charge whose certificate of such approval and passing of sum so payable shall be final and conclusive against the contractor. The Company 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 payments for work actually done and completed and shall neither preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim or as an expression of satisfaction with the quality work or as 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. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-incharge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor.

**7.(ii) Payment Terms:**

**A: For works up to 10 lacs:** 100% payment shall be made for the value of work done on receipt of invoice supported by the certificate of Engineer-in-charge of having done such works. The same shall be paid within 30 days from the date of submission of valid claim complete in all respect.

**B: For works above 10 lacs:**

- (i) 90% payment shall be made for the value of work done on receipt of invoices supported by the certificate of Engineer-in-charge of having done such works. The same shall be paid within 30 days from the date of submission of valid claim complete in all respect.
- (ii) The balance 10% (retention money) shall be released upon submission of No Defect/Shortage Liability on successful completion of work.

**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 and 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 prepare a bill from the measurements so taken which shall be binding the contractor in all respects.

**Clause-9 Bill to be on prescribed f forms**

Whenever the contractor shall submit, the bills, he shall do so on the prescribed forms as directed by Engineer-in- charge and the charges (if any) 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 for in the tender, at the rates here in after provided for such work.

**Clause-10. Materials and workmanship**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawing and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such 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 or cause to be made copies of the specification and of all such design, drawings and instructions as aforesaid

**Clause-11 Alteration in specification and designs**

The Company shall have power to make any alteration in ,omissions from, additions to or substitutions for the original specifications, drawing, designs and instructions, that may appear to be necessary or advisable during the progress of the work, and 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 agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in 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 this contract such class of work shall under no circumstances be commenced by the contractor or without an order in writing by the Engineer-in-charge and the rate for such work shall be derived before commencing the work in the following manner in that order of preference: -

- (a) Wherever possible the rates shall be derived from one or more of the existing items in the Unified Schedule of Rates applicable.
- (b) Otherwise, the rate will be derived on the basis of a joint record of materials and labour employed on a representative sample piece of work signed by the Engineer-in-charge on behalf of the Company and the contractor or his authorized representative. In this case, an addition of 15% will be made to actual cost of labour and materials to cover the profit, overheads, supervision and all other contingent expenses of the contractor. In the event of any dispute regarding the fixation of such rate, the decision of the Company shall be final.

**Clause-12 No claim for any payment or compensation for alteration in or restriction of work**

If at any time after the execution of the contact agreement, the Engineer-in-charge shall, for any reasons whatsoever, requires 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 suspend or stop the work totally or partially as the case may be. In any such case the contractor shall have no claim for 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 alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally 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 materials 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-13 Time limit for claim of the contractors**

Under no circumstances whatsoever shall the contractor be entitled to make any claim from the Company on any account whatsoever unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of 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-14 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 works that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are 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 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 so specified and provide other proper and suitable materials or articles at his own risk and cost and in the case of any such failure, 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 respects 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 Company the cost of such rectification, replacement and modification estimated by the Engineer-in-charge together with such departmental charges as may be fixed by the Company from time to time, provided, however, should the Engineer-in-charge decide 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 fix there for.

Nothing in this clause shall be deemed to deprive the Company or affect any right under the contract which may otherwise have and failure to take any action under this clause shall not be considered as acceptance of such plants, materials or work.

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

**Clasue-15 Contractor liable for damages done and for imperfection till the expiry of the maintenance period**

The maintenance period for the work shall be twelve months after the date of satisfactory completion of work after which a certificate of completion shall be given by Engineer-in-charge. The Contractor shall maintain the works in such a manner that, at expiry of the period of maintenance, they shall be in a good and perfect order and good condition (fair wear and tear excepted) as that in which they were at the commencement of the period of maintenance. The contractor shall at his own expense, repair, replace/rectify and make good to the satisfaction of the Engineer-in-charge all defects, imperfection, shrinkages 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 provisions 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, cable, drains, electric or telephone post or wires, trees, grass land or cultivated ground within and/or around the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within the maintenance period specified above, the contractor shall make the same good at his own expense or, in default, the Engineer-in-charge may cause the same to be made good by other

workmen and deduct the expense together

with such departmental charges as may be fixed by the Company from time to time (of which the certificate of the Engineer-in-charge shall be final) from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

The security deposit of the contractor shall not be refunded before the expiry of the maintenance period or the settlement and payment of the final bill whichever is later.

The contractor hereby also covenants that it shall be his responsibility to see that buildings or any water retaining structure constructed under this contract does not leak during the period of one full rainy season or one full year respectively after the completion and if any defects are 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 them rectified and deduct the expenses thereof together with such departmental charges as may be fixed by the Company from any sum that may then be due or may become due to 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 it can be recovered, the same may be recovered from the contractor as arrears of land revenue.

**Clause-17 Notice to be given before work is covered up**

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his sub-ordinate —in-charge of the work before covering up, otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurements. The contractor shall not cover up or place beyond the reach of measurements, any work without the consent in writing of the Engineer-in-charge or his sub-ordinate in-charge of the work, and if any work shall be covered up 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 expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clause-18 Contractor to supply plant, ladders, scaffoldings etc**

The contractor shall supply at his own cost materials(except such materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plants, tools, tackles appliances, implements, derricks and guys, ladders, cordage, tackle, scaffoldings, pumps, mechanically operated concrete mixers and temporary work requisite for the proper execution of the work whether original, altered, substituted in the specification or other documents forming part of the contract or referred to in these 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 to be satisfied or which he is entitled or require together with carriage thereof to and from the work.

The department will not assist in procuring of the tools, plants, equipments etc. from any source whatsoever. Such items of plant and machinery as are available with the Company may be made available at the discretion of the Company 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, requisite numbers 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 work or materials, failing which, the same may be provided by the Engineer-in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of 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 expenses of defence of every suit, action or proceedings of law that may be brought by any person against the Company or its officers for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause- 19 Works to be open to inspection**

All works under or in course of execution or executed in pursuance of the contract, shall be at all time be open to inspection and supervision of the Engineer-in charge and his sub-ordinates, and 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 sub-ordinate to visit the works shall have been given to the contractor, either, himself be present to receive orders and instructions, or make a responsible agent duly accredited in writing be present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they have given to the contractor himself.

**Clause-20 Compensation under Section-12, Sub-section (1) or 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 Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the contractor, the amount of the compensation so paid without prejudice to the right of the Company under Section-12, Sub-Section (2) of the said Act. The Company 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 Company to the contractor whether under this contract or otherwise. Company shall not be bound to contest any claim made against it under section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his having given to the Company full security for all costs for which the Company might become liable in consequence of contesting such claim.

**Clause - 21 Minimum Wages**

The contractor shall pay not less than minimum wages to the labours engaged by him on the work.

**Explanation**

- (a) Minimum wages means wage whether for time or piece of work notified from time to time and where such wages have not been so notified, the wages prescribed by the Public Works Departments, State or 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 wages to laborers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said works as if labourers had been employed by him.

- (c) In respect of all labour directly or indirectly employed in the work for the performance or his part of this contract by the contractor shall either comply or cause to be complied with the Central Provinces and Berar PWD Contractors Labour Registration contained in Appendix-150 of M.P.P.W.D. Manual (Vol.11), Contractor should register his establishment under Contract Labour (Regulation and Abolition) Act 1970 with upto date amendments with Labour Department of M.P. Government and produce copy of same to Engineer-in-charge.
- (d) The Engineer-in-charge shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker/ workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payments of wages on deduction 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 payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his subcontractors.
- (f) The regulation aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be 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-1936, 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 foot wear for labour doing cement mixing work which the contractor has undertaken to execute under this contract to the satisfaction of Engineer-in-charge and on his failure to do so the Company shall provide the same to such labourers and recover the cost from the bill due to the contractor.
- (b) Whenever demanded by the Engineer-in-charge the contractor shall submit a true statement showing (1) number of labours 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 of which information is required, stating the circumstances under which they occurred and the extent of damage and injury caused by their failure to supply such information or supplying materially incorrect statement may amount to breach of contract. The decision of Engineer-in-charge shall be final in determining whether a breach has taken place.
- (c) In respect of all labourers directly or indirectly employed in the works for the performance of the contractors' part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by the Public Works Department and its contractors.

**Clause - 23**

The contract shall not be assigned/sublet without the written approval of the Company.

And if contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his

creditors or attempts to do so or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary 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 Company in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Company may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Company and the same consequence shall ensue as if the contract has been rescinded under Clause-3 hereof and in addition the contractor shall not be entitled to recover or paid for any work there to fore 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 by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the Board/Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Clause - 25 Changes 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.

**Clause - 26 Works to be under the direction of Engineer-in charge/Superintending Engineer**

All works to be executed under 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 point and in what manner they are to be commenced and from time o time carried on.

**Clause - 27 Settlement of disputes and arbitration**

All questions relating to the meaning of the specifications, designs, drawings and instructions issued under this contract or as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matters or things whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, order or the conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the execution of the work or after the completion or abandonment thereof shall be referred to the Executive Engineer (EHT-C) DN MPPTCL, Bhopal in writing for his decision within a period of 30 days of such occurrence. Thereupon the Executive Engineer (EHT-C) DN MPPTCL, Bhopal shall give his written instruction and/or decision within a period of 30 days of such request.

**Signature of Tenderer**

Upon receipt of written instructions or decision, the contractor shall promptly proceed without delay to comply such instructions or decision. If the Executive Engineer (EHT-C) DN MPPTCL, Bhopal 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 the Executive Engineer (EHT-C) DN MPPTCL, Bhopal, the contractor may within 30 days thereafter appeal to the Superintending Engineer (EHT-C) MPPTCL, Bhopal who shall afford an opportunity to the Contractor to be heard and to offer evidence in support of his appeal. If the contractor is not satisfied with the decision of the Superintending Engineer (EHT-C) MPPTCL, Bhopal he may within 30 days thereafter, appeal to the E.D. (EHT-C)/C.E.(EHT-C) for his decision on the dispute. In case there is no Addl. C.E.(EHT-C) or CE(EHT-C) supervising the works, the appeal should be made directly to E.D(EHT-C)/C.E.(EHT-C), 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 E.D. (EHT-C)/C. E.(EHT-C.), he may refer the matter to E.D(EHT-C.)/C. E(EHT-C.) within a period of 30 days from the date of the said decision, so that, the Company may appoint a committee to decide the dispute. "All disputes arising out of this contract/purchase order etc. shall be determined by a competent Court at Jabalpur only".

**Clause - 28 Claims for items not entered in the Bill of Quantities**

Items are shown in the Bill of Quantities purely for the purpose of indicating the type of work to be carried out and no claim shall be entertained for any item or the work executed being not mentioned in the aforesaid Bill of Quantities.

**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 on account of handing over of the site, or in the case of clearance of works, on account of any delay in according sanction to estimate.

**Clause - 30 Recovery of any dues from contractor**

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

**Clause - 31 Royalties and other Taxes**

The contractor shall be responsible for the payment directly to the authorities concerned of all import duties, tools, sales tax, octopi duties, quarry fees, 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 Company shall recover and pay the same, the Company shall recover the same from any dues payable to the contractor along with such departmental charges as may be fixed by the Company from time to time. The contractor will not be entitled to any refund or claim on this account.

"The royalty charges for minor mineral either supplied to Company or used on Company's work by contractor will be paid by the contractor to the Collector as per Government rules and Final Bill will be admitted for payment only after certificate to the effect that all the Royalty charges have been paid shall be submitted by the contractor."

The payment of GST shall be governed as per prevailing law and rules notified by the Govt. of India and circulars issued by MPPTCL in this regard from time to time.

**Clause - 32 Penalty for breach of contract**

On the breach of any terms or condition of this contract by the contractor, the Company shall be entitled to forfeit the security deposit or the balance there of that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sum due or which become due to the contractor by Company or otherwise how so ever.

**Clause – 33 Inventory of the contractor’s materials**

At the time of the commencement of the works or any time thereafter, whenever the contractor brings any material 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 works or at any time during the tenure of the contract, such material belonging to the contractor can be removed from the site only with the written permission of the Engineer-in-charge or his authorized representative.

**Clause - 34**

The breach of any terms or any of these General conditions of contract shall be deemed as breach of this contract.

**Signature of Tenderer**

## **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. (EHT-C) MPPTCL, Bhopal shall be applicable. The specifications are not intended to cover the minutest detail 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 there upon 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) Programmes of requirements of materials, if any, to be supplied by the department with respect to the time schedule, within 6 weeks of date of receipt of notice to proceed with the work in pursuance of the condition of contract.
- (c) 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.
- (d) The Engineer-in-charge shall scrutinize 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 30 days after date of receipt of notice to proceed with the work by the contractor, arrange a definite construction program 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 programmes 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 programmes, the programs as decided by the Superintending Engineer (EHT-C) shall be final and binding on the contractor.

#### **5. Time is the essence of the Contract**

Wherever the progress is not according to construction program 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(herein-after 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 contractor's 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 MP Model Rules relating to layout, 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 Company on that account. It shall also be ensured by the contractor that when the site is vacated, the land shall be returned to the Company in the same conditions as it was handed over to him.

## **8. Electrical Energy**

The electrical energy for bonfire use in construction work, shall be assigned by the contractor at his cost. No. liability lies on the part of MPPTCL to provide electrical connection to the contractor.

## **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 up to 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 companies Railway siding**

The Contractor may be allowed with prior permission of the Engineer-in-charge, the use of companies' 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 companies for the use of the siding.

**13. Changes in Design**

The Company 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. 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 Company 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 Company 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 Company 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.

**15. 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 Company from time to time.

**16. 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 (with upto date amendments) 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 Company for any delay caused in the completion of the work by such removal. The Company shall also not be liable for any contravention of the laws in force by the contractor who shall solely responsible for the same.

### **17. Contractor's liability for loss, damage, accident, etc.**

The contractor shall indemnify and save the Company 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 Wan 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 Company the fact of such accident. The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Company as a consequence of the Company'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 Company 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 Company 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 Company 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 (with upto date amendments) as amended from time to time whether by the contractor or by the Company 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 Company may be deducted by the Company from any money due or becoming due by it to the contractor under the same or any other contract, without prejudice to the Company's right to recover the same by ordinary process of law.

### **18. Damage to works**

The work 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.

### **19. 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 Company 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 there for by the Company. 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 Company, it will be recovered from the contractor at such rates as may be fixed there for by the Company.

### **20. Use of work pending completion**

The Company 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 any contract.

### **21. 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.

### **22. 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.

### **23. 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 there for, and shall facilitate in every way all operations required by the Engineering-charge in making examination and tests.

### **24. 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 Company and, if on the default on the part of the contractor or his agent of any of the provisions of any such law, the Company is required to incur any expenditure and liabilities arising there from, the Company may deduct and recover the same out of any sums due to the contractor in respect of this contract. The decision of the Company 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 and Employment and Condition of Service) shall also be applicable and binding on contractor.

### **25. 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.

### **26. Patents, Rights etc.**

The contractor shall fully indemnify the Company 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 then 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 Company 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 Company shall think proper to the supervision and control of the Company through the officer duly authorized in this behalf.

## 27. 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 and the same shall be periodically inspected by a competent person.
- (g) 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.
- (h) 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.
- (i) In the case of working platforms, gangways, working places and stairways at a height exceeding 16 ft. (4.8m).
  - (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.
- (j) 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.
- (k) When persons are employed on a roof where there is danger of falling from a height exceeding 4.8m suitable precautions shall be taken to prevent the falling of persons or materials.
  - (l) 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 tackle 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 tackle 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.

## **28. 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 Company shall be entitled forth with by notice in writing to the contractor or his assigns or legal representatives to determine the contract and the Company may in that event complete the contract in such time and manner and by such persons as the Company shall think fit at the risk, cost and liability of the contractor.

## **29. 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.

**Signature of Tenderer**

### **30. Insurance**

**a.** 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 Company 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, revolution, 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.

**b.** 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 Company 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 of keeping the same on foot by making payment as aforesaid or to deliver receipt to the Company, it shall be lawful for the Company 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.

**c.** Provided further that if the contractor or the Company has not effected such insurance, the liability for any loss occurring due to the cause mentioned in Clause "a" above shall be that of the contractor and it shall be lawful for the Company 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. Implementation of Employees Provident Fund and Miscellaneous Provision Act 1952**

The provisions on Employees Provident Funds and Miscellaneous Provisions Act, 1952 (with up to date amendments) are applicable in respect of work charged and NMR employees. The following instructions are to be followed for statutory compliance and proper implementation of the EPF Act,

**a.** The definition of the work Employee includes any person employed directly by the establishment on work charged/NMR or by or through the contractors including daily rated or piece rated employees.

**b.** Every employee shall have to be enrolled for the Membership of Employees Provident Fund from the date of his joining i.e. deductions towards EPF are to be effected from the 1st day of employment.

**c.** The contractor shall be responsible for deduction towards EPF contribution from workers.

**d.** The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law.

**e.** A representative duly authorized by the principal employer shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.

**f.** The contractor shall ensure the disbursement of wages in the presence of authorized representative of the principal employer.

g. In respect of employees employed by or through a contractor 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.

h. In case the contractor fails to make payment of wages or 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 by the contractor or to the R.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

33. In case of tenders where the completion time is exclusive of rainy season, the rainy season shall be counted from 16th June to 15th October.

34. The breach of any terms or any of these special conditions of contract shall be deemed as breach of the contract.

**Signature of Tenderer**

**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 urinal at least 15m, away from the nearest quarter, separately for men and women and specifically so two families per seat. No separate urinals are required as prives can also be used for this purpose.

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 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 at least 30m 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.

**Signature of Tenderer**

### **FORM OF CERTIFICATE OF INCOME TAX**

**(To be submitted by contractor tendering for works costing Rs. 50,000/-or more)**

- (i) Name and style (of the company, firm, HUF or individual in which the applicant is assessed to income tax and address for purpose of assessment)
- (ii) The income tax Circle/Ward/District in which the applicant is assessed to income tax
- (iii) The following particulars concerning the last income tax assessment made: -
  - (a) Reference No. (For GIR) of the assessment
  - (b) Assessment year and accounting year
  - (c) Amount of total income assessed
  - (d) Amount of tax assessed I.P.S.T.E.P.T.B.P.T.
  - (e) Amount of tax paid I.T.S.T.E.P.T.B.P.T.
  - (f) Balance, being tax not yet paid and reasons for such arrears
  - (g) Whether any attachment or certificate proceeding pending in respect of the arrears.
  - (h) Whether the Company or firm, HUF on which the assessment was made has been or is being liquidated, wound up, dissolved, partitioned or being declared insolvent, as the case may be.
  - (i) The position about latter assessment, namely whether returns submitted under section 22 (1) or (2) of the income tax Act and whether tax under section 18-A of the Act and the amount of tax so paid or in arrears.
  - (iv) In case there has been no income tax assessment at all in past, whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so, the amount of income tax return or tax paid and the income tax circle/ward/district concerned.
- (v) The name and address of branch (S)

"Verified the particulars set out above and found correct, subject to the following remarks."

**Signature of I.T.O.**

**Circle/Ward/District**

**PARTICULARS OF THE CONTRACTORS**

1. Name & address of the contractor
2. Particulars of registration and class In which registered
3. Reference may be made to:-
  - 1/
  - 2/
  - 3/
4. Previous Experience in MPSEB or its successor companies, or Govt. / Public under taking / Reputed Limited Co.

S.No	Name of work Executed	Department	Value of Work
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
(vii)			
(viii)			

5. Details of Works held by the Tenderer at the time of submitting this Tender

S. No	Name of Work Held	Departme nt	Agreed Period of Contract From to	Probable Period completion.	Cost of balance probable of to be done and date of completion.
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					
(viii)					

6. A brief description of large works previously executed with details of Organization, machinery and experience of those who handled the job on the side of contractor.
7. Any other information the contractor may desire to give.

Note - The copies of testimonials may be attached but will not be returned.

**Signature of Tenderer**

## **PREAMBLE TO PROBABLE ITEMS OF WORK**

1. The various items listed at Bill of quantities 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 carts, 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 (Not withstanding 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 setforth or implied in the documents on which the tender is to be based.

7. When materials are supplied by the Company, the place of supply will usually be specified and no extra payment will be made for conveyance, leads, lift, loading, unloading or stacking unless such is expressly stated in the tender notice.

If the place of supply is not so specified, the tenderer should obtain the information before tendering, otherwise absence of information in regard to place of supply will not

entitled the contractor to extra payment.

The rates will have deemed to include all T&P required for the purpose and all materials except those expressly mentioned in the schedule B, if to be supplied free of cost by the department.

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.

**Signature of Tenderer**

**SCHEDULE OF PRICES AND QUANTITY**

Name of Work :- **R&M work of control room and Cable Trench at 132KV S/s Kannod. under jurisdiction of EHT- CONSTRUCTION DIVISION, BHOPAL.**

Sr. No	Particular	Service code	Unit	Qty.	Estimate d Rate as per SOR 25-26	Total Amount Without GST
1	"Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutter..30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws."	3012013	sqm	8	2648	21184.00
2	"Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia and length (hold fast lugs or dash fastener shall be paid for separately) ..Sal wood "	3011947	Cum	0.15	71309.00	10696.35
3	"Providing and laying vitrified floor tiles Multi/Double charged (Minimum top layer thickness 2.0mm) Neno Polished self-design, in different size with water absorption less than 0.05% and conforming to IS:15622 of approved make in all colours & shades, 1st quality/ premium quality in skirting, dado and wall lining laid on 12mm thick	3012765	sqm	18.00	1093.00	19674.00
4	Providing and fixing Ceramic glazed wall tiles 300x450 mm or more (having thickness 6 to 7 mm) of 1st quality conforming to IS: 15622 of approved make in all Colours& shades, except burgundy, bottle green,	3012716	sqm	4.00	776.00	3104.00

	black laid on 12mm thick bed of Cement Mortar 1:3 (1 Cement: 3 sand)preprad same day when mortar is still green jointed with grey cement slurry @3.3 kg per					
5	Providing and laying Ceramic glazed floor tiles 300x300 mm or more (having thickness 6 to 7mm) of 1st quality conforming to IS : 15622 of approved make in any colours and shade laid on 20 mm thick Cement Mortar 1:4 (1 Cement : 4 sand) including pointing the joints with white cement and matching pigment etc., complete.	3012715	sqm	15	670.00	10050.00
6	"Providing and laying in position specified grade of reinforced cement concrete (nominal / design mix with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement -All work up to plinth level :..M-20 Grade Concrete" (Cable Trench Rep. )	3011633	cum	7	6153.00	43071.00
7	Reinforcement for R.C.C. work.... Thermo-Mechanically Treated bars. (TMT/TMX) FE 500 or more conforming to IS 1786 (Cable Trench Rep. )	3011694	kg	700	80	56000.00
8	"Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required...In stringers, treads, landings etc. of stair cases including use of chequered plate wherever required, all complete."(Cable Trench )	3012546	kg	536.424	101.00	54178.82
9	"Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required...In gratings,	3012547	kg	300	105.00	31500.00

	frames, guard bar, ladder, railings, brackets, gates and similar works." (Cable Trench Rep)					
10	"Dismantling tile/ Kota stone/ Marble / Granite work in floors/walls and roofs laid in cement mortar including stacking material within 50 metres lead...For thickness of tiles 10 mm to 25 mm."	3013337	sqm	50	17	850.00
11	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- Charge...In cement mortar.	3013328	sqm	10	487	4870.00
12	"Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- Charge...In cement mortar."	3013323	cum	1	844	844.00
13	"Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-Charge...Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)."	3013322	cum	2	356	712.00
14	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and underincluding cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls completeincluding disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1 cement : 4 sand).	3013166	sqm	50	180	9000.00
15	Two or more coats applied on walls @ 1.25 ltr/10 sqm. Over and including one coat of Special primer applied @ 0.75 ltr / 10 sqm.	3013095	sqm	100	81	8100.00

16	"Centering and shuttering in cluding strutting, propping etc. and removal of form for:...Foundations, footings, bases of columns, etc. for concrete upto plinth level"	3011642	sqm	95	190.6	18107.00
17	"Brick work with well brunt open bhatta, bricks, crushing strength not less than 25kg /cm2 and water absorption not more than 20% in foundation and plinth i/c curing etc complete...Cement mortar 1:6 (1 cement : 6 sand)" (Cable Trench )	3011777	cum	15	4155	62325.00
18	"20 mm cement plaster of mix :..1:6 (1 cement : 6 sand)"	3013020	sqm	50	225	11250.00
19	"Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level :.With 20mm nominal size graded stone aggregate...M-20 - Grade concrete"	3011575	cum	0.625	4933	3083.13
					<b>Total</b>	<b>368599.30</b>
					<b>Add 10% for charged s/s</b>	<b>36859.93</b>
					<b>TOTAL</b>	<b>405459.23</b>
					<b>GST@18%</b>	<b>72982.66</b>
					<b>Grand Total</b>	<b>478441.89</b>
					<b>Say</b>	<b>478442.00</b>

Please note that above mentioned quantities are tentative and may vary during actual execution of works. Further, a few quantities out of those mentioned above may not be required to be got executed due to modification. GST on above applicable extra.

**Signature of Tenderer**

### **Bank Guarantee in Lieu of Earnest Money in Cash**

(To be executed on non judicial stamp paper  
worth Rs. 500/- (minimum) with Re. 1/- Revenue Stamp)

Bank Guarantee No.-----

Dated: .....

THIS DEED OF GUARANTEE is made this ..... day 20.....

by the (Bank) ..... Address.....

acting through its Manager Shri ..... (herein-after called the surety which expression shall, where the context so admits, include its permitted assigns) in favour of the M.P. Power Transmission Company Ltd., Jabalpur being the Company constituted under the Companies Act, 1956, head quarter at Block No.2, Shakti Bhawan, Rampur, Jabalpur (here-in-after-called the Creditor which expression shall include its permitted assigns).

WHEREAS, by a tender notice dated.....(Tender Specification No. CEC/Trans/.....) the creditor has issued

Tenders ..... for  
..... and

M/s./Shri .....being a company registered under the Companies Act, 1956 having its registered office at ..... Permanent address be given in case of individual), (here-in-after called the Debtor) have submitted the tender dtd ..... in accordance with the instructions to tenderers attached to the notice and agreed to furnish a bank guarantee in lieu of earnest money in cash in accordance with instructions thereof for the purpose specified in the said instructions.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The surety hereby guarantees to the Creditor, the due performance and observance by the Debtor of the terms & conditions of tendering of the said Specification No.....This guarantee shall remain operative for..... years from .....and shall expire on ..... unless its operation is further extended by executing a supplementary deed for that purpose and the surety hereby agrees to extend the period of this guarantee as may be necessary for the discharge of the Debtor's obligation here under.
2. The surety shall not during the terms of this guarantee or any extension, thereof revoke the same in any manner what so ever.

Signature of surety

3. The surety hereby agrees unequivocally and unconditionally to pay within 48 hours on demand made by the Creditor in that behalf and discharge the liabilities of the debtor under the said terms and conditions of the tendering of the said Specification No.....in case of any act, commission, negligence, default or breach whatsoever on the part of the Debtor and pay such sum, as may be payable by the Debtor to the Creditor under the said specification No.....to the extent of the surety's Guarantee viz. Rs. ....

(Rs. .... ) only.

4. The decision of the Creditor that any sum has become payable by the Debtor under the said specification No. .... shall be final and binding on the surety.
5. The surety shall bear stamp duty in respect of this instrument.

6. This DEED shall be deemed to have been entered into at Jabalpur and all disputes and claims, if any, out of or in respect of this contract are to be settled at Jabalpur or be triable only in any competent Court situated at Jabalpur.

7. Our liability under this guarantee is restricted to Rs. .... (in words Rupees ..... ) and shall remain inforce until.....unless a demand to enforce a claim is made under this guarantee by the M.P. Power Transmission Co. Ltd. to the Bank within six months from that date i.e. up to ....., the bank shall be relieved and discharged from all liabilities there under.

IN WITNESS WHEREOF

The surety has executed this deed in the presence of:

1. ....  
.....

2. .... (On behalf of Surety)

..... Dated: .....

**Annexure**

DATE: ..... /...../.....

**BANK CERTIFICATE**

This is to certify that M/s ..... having its registered office at ..... (full address) and Branch office at ..... (Full address) who have submitted their Bid to Madhya Pradesh Power Transmission Company Ltd. Jabalpur against their tender specification vide reference number Tender No. .... (..... ) and Tender No. .... (.....) is our customer for the past ..... years.

Their Financial transactions with our Bank have been satisfactory. They enjoy the following FUND BASED limits us against which the extend of utilization as on date is also indicated below: -

S. No.	Type of facility	Sanctioned limit as on date	Utilization as on date
1	Cash Credit		
2	Overdraft		
3	Working Capital Loan		
	Total:		

This is to certify that such loans, which has been sanctioned for the purpose other than working capital has not been considered above.

This letter is issued at the request of M/s

.....

Name of Bank

.....

Name of Authorized Signatory

.....

Designation

.....

Phone/Mob. No.

.....

Address :