

PURCHASE SECTION-2010-11

TENDER SPECIFICATION No.SE/CC/PUR/10-11 /19

Dt. 04.10.2010

Due for Opening On :- 27.10.2010 At 15.30Hrs



o/o SUPERINTENDING ENGINEER (CITY CIRCLE)
MADHY PRADESH PASCHIM KSHETR VIDUT VITRAN COMPANY LIMITED
GPH CAMPUS, POLO GROUND, INDORE

**TENDER FOR OUT SOURCING FOR
OPERATATION & MAINTENECE WORK OF 38
Nos S/S UNDER CITY CIRCLE, INDORE.**

Issued by
THE Add SUPERINTENDING ENGINEER
O/o The Superintending Engineer(CC)
M.P.Paschim Kdhetra Vidyut Vitran Co.Ltd.
G.P.H. Compound Pologround,
Indore(M.P.)
Phone No.2424488, EPBX,0731-2423577,2422544,2423263,2422045
Ext.206,207

Signature of issuing authority

signature of tenderer

OFFICE OF THE SUPERINTENDING ENGINEER
(CITY CIRCLE)
MP PACHIM KSHETRA VIDYUT VITARAN CO. LTD:INDORE

**TENDER SPECIFICATION NO. TS-19
FOR OPERATION & MINOR MAINTENANCE OF
33/11 KV SUB-STATIONS**

DUE DATE OF OPENING OF TENDER: 27.10.2010 (AT 3:30PM)



S. NO.	PARTICULARS	PAGE NO.
1	Tender Notice	3
2	Tender form	4
3	List of Substations	5
4	Section-1 (Specification & scope of work)	8-11
5	Section-2 (General terms & conditions)	13-26
6	Section-3 (Special terms & conditions)	28-31
7	Schedule-1 (Earnest money)	32
8	Schedule-2 (Qualifying requirement)	33
9	Schedule-3 (Schedule of Questionnaire)	34-35
10	Schedule-4 (Schedule of rate)	36

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O/O THE SUPERINTENDING ENGINEER [CC]
MPPKVV CO.LTD.INDORE

N I T

Tender Specification No.SE/CC/Pur/10-11/19

dtd. 04.10.10

Tenders are invited in sealed envelopes from A class Electrical Contractors or service provider for performing operation and maintenance of 33/11 KV S/s. of City Circle, MPPKVV Co.Ltd. Indore on yearly contract basis as under:-

Sr. No.	Operation of the following Sub-stations:	Tender cost `.	Date of Sale of Tender	Due date & time for submission/opening
1	<p>East Dn. – Bansi Trade Center, Goyal Nagar, Press Complex, Railway Reservation, Khajrana, Sanchar Nagar, Sanjana Park, Shalimar Palm, Shalimar Township, K.E.H, Mahalaxmi, OPH(East) (12 NOS.)</p> <p>West Dn. – Raj Nagar Nagin Nagar MSHS Hemilton Road, Aerodrome, Sector "A" , Bajaj Khana, Zinsi Hat, Pagnispaga(7 NOS.)</p> <p>South Dn. – Mayur Nagar, Sadhuwaswani, Tejpur Gadbadi, Karbla Maidan, Palda, Khatiwala Tank, Indira Copmlex, University (8 Nos.)</p> <p>North Dn. – Sheelnath Camp, Kabit Khedi, Loha Mandi Electronic Complex.Sector "E", Scheme No.114(6Nos.)</p> <p>Central Dn. – Ravenue Nagar, Pragati Nagar, Bijalpur, Footikothi (Vidur Nagar),Rau(5-No)</p>	5000/-	11.10.10 to 27.10.10 up to 12.00 Hrs.	27.10.10 up to 15.00 Hrs./ at 15.30 Hrs.

Earnest money - ` . 50,000/- in the form of DD/pay order only, in favour of MPPKVV Co.Ltd. Indore. For details, log on: mppkvvcl.org

Superintending Engineer [CC]
MPPKVV Co.Ltd.Indore

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TENDER SPECIFICATION NO. TS-19
FOR OPERATION AND MINOR MAINTENANCE OF
33/11 KV SUBSTATIONS

Tender document Sl. No. SE/CC/PUR/10-11/19/_____ DATED_____

Issued to -----

Cost of Tender document Rs.5000/-

Received vide P.O./DD No. -----

Name of Bank -----

Signature & Seal of issuing officer.

MP PACHIM KSHETRA VIDYUT VITARAN CO. LTD:

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Pachim Kshetra Vidyut Vitaran Co.Ltd. Indore to test and supply the plant machinery and materials, delivery and execute and do the several works and things which are described or referred to in the enclosures and schedules to the specification No.TS-19 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 and agreements or the part of the Contract contained in or reasonably to be inferred from the said Tender document for the sums and at the rates setout in schedules annexed hereto.

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

Dated this -----

Bidders Signature
with Seal of the Company:
Bidders Address:

Signature of issuing authority

signature of tenderer

O/O THE SUPERINTENDING ENGINEER [CC]
MPPKVV CO.LTD.INDORE

List of Sub Stations

East Dn. –

1. Bansi Trade Center,
2. Goyal Nagar,
3. Press Complex,
4. Railway Reservation,
5. Khajrana.
6. Sanchar Nagar (bichali Mardana)
7. Sanjana Park,
8. Shalimar Palm
9. Shalimar Township
10. K.E.H,
11. Mahalaxmi
12. OPH(East)

West Dn. –

1. Raj Nagar Nagin Nagar
2. MSHS Hemilton Road,
3. Aerodrome
4. Sector A
5. Bajaj Khana
6. Zinsi Hat
7. Pagnispaga

South Dn. –

1. Mayur Nagar,
2. Sadhuwaswani
3. Tejpur Gadbadi
4. Karbla Maidan
5. Palda
6. Khatiwala Tank
7. Indira Copmlex
8. University

North Dn. –

1. Sheelnath Camp,
2. Kabit Khedi,
3. Loha Mandi
4. Electronic Complex
5. Sector "E"
6. Scheme No.114

Central Dn. –

- 1.Ravenue Nagar
- 2.Pragati Nagar
- 3.Bijalpur
- 4.Footikothi (Vidur Nagar)
- 5.Rau

Total 38 Nos.

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DEFINITION

Definitions – The terms and phrases in this contract shall be referred as under –

“Company” - Company means the Madhya Pradesh Paschim Kshetra Vidhyut Vitaran Co. Ltd. Indore. (A Company wholly owned by Government of Madhya Pradesh)

“Bidder” - The person offering bid for this contract.

“Contractor_or service provider” - The successful bidder who has been awarded a contract for this work.

“The Engineer In-charge” - The Executive Engineer of the respective Division.

“The Contract” - The contract awarded by the Superintending Engineer for respective Division. Each contract shall be a separate entity and shall be dealt individually.

“Officer In-charge” - The representative authorized by the Engineer-In charge .

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**SPECIFICATION AND SCOPE OF WORK
FOR OPERATION AND MINOR MAINTENANCE OF
33/11 KV SUB-STATIONS**

SECTION-1

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SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for operation & minor maintenance of 38 Nos. of 33/11 KV Sub-stations, as per list enclosed. The details of work to be carried are as under:

1. OPERATION & MAINTAINING RECORDS:
 - 1.1 **Recording of panel meter readings at hourly intervals and maintaining records in log book. The shift operator shall take specified reading at periodical intervals and record them in the log sheet like voltage load in Amps. Power Transformers' Temperature, tap positions, reading of 30 V. Battery and battery chargers, and any other relevant data recording as specified by officers of Company from time to time.**
 - 1.2 **Recording of reading of all the energy meters provided for the purpose of line loss/energy audit at 12.00 Hrs and 24.00 Hrs daily.**
 - 1.3 **Recording of tripping of each breaker, relay indications, and other events occurred in the order of sequence correctly & neatly with time in hour and minutes in the log book.**
 - 1.4 **Recording of all operations carried out daily, correctly, accurately & neatly in the log book with time in hour and minutes.**
 - 1.5 **Recording of load in Amps of transformers & feeders at the time of tripping of transformer/feeder.**
 - 1.6 **Staff engaged by the contractor has to follow strictly the operating instructions given by the Officer In-charge to carryout the operations like charging of circuit breakers (MOCB/SF6/VCB) and other equipments, renewal of fuses, isolation of breaker/isolator/AB Switches as per requirement of authorized person of the company and keeping of record of issuance of permits, shutdown/line charging, revision of relay settings etc.**
 - 1.7 **Staff shall have to observe all safety precautions and ensure safety of man, material and equipments during the contractual period. The major T&P & Safety appliances shall be provided by the Company. However, minor (T&P) required for day to day work shall be arranged by the Contractor.**
 - 1.8 **Staff shall have to attend all emergencies that may arise during the contractual period, such as equipment failure, fire accidents and shall be responsible for all operations such as isolating the transformer and other equipment, use of fire extinguishers etc.**

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- 1.9 **Staff shall have to attend all telephone calls and issue/ receive messages promptly and convey the same to concerned person/Officer In-charge.** The payment of telephone bills shall be made by the company and the amount of telephone bill if used personally by the staff will be deducted from the contractors bill.
- 1.10 **Staff shall have to prepare daily reports in the prescribed proforma in duplicate and submit the same to the Officer In-charge. In addition to above, information in prescribed proforma (to be furnished by the company) on following points shall also be submitted to the concerned offices on regular basis:**
- i. **Energy consumption of 33KV X-mer incomers.**
 - ii. **Energy input at HV level.**
 - iii. **Energy in MWH supplied to consumer at 11KV level.**
 - iv. **Tripping details.**
 - v. **Energy handled at various voltage levels.**
 - vi. **Feeder-wise monthly interruption & tripping statement.**
 - vii. **Maximum/Minimum voltage during the month with date and time on 33/11 KV.**
 - viii. **Unbalance load notice on 11 KV feeder, If any.**
 - ix. **Break down on 11 KV feeders during the month.**
 - x. **Any other report to be required by Engineer Incharge.**

2 CHECKING AND MINOR MAINTENANCE WORK:

2.1 Control Room:

Cleaning of control room and providing potable drinking water daily. The control room and its surrounding shall be kept clean by daily cleaning. Small flowering plants may be planted surrounding the control room to have better appearance.

2.2 Switch Yard:-

Cleaning, picking/cutting of grass and vegetation growth in switch yard should be carried out from time to time. Switch yard must be kept clean and no grass/vegetation growth be allowed through out the contractual period.

2.3 **Checking of the switch yard at regular intervals, recording & reporting of any unusual observations, defects, spark, loose bolts, nut etc. and informing the same to the concerned officer.**

2.4 **Checking & reporting of oil level in the conservator, bushings and all other equipments provided with oil level indicators and also for oil leakages if any.**

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- 2.5 **Checking & reporting of usual internal noise. Any unusual sound in Power Transformer and leakage of oil if any may be intimated to concerned officer immediately.**
- 2.6 **Checking of fuses in marshalling box of power transformers and distribution box of station transformers, renewal of fuses if required in consultation with officer in-charge.**
- 2.7 **Checking the condition of silica gel and recording of the same in the log book, reactivation/replacement if required in consultation with officer in-charge.**
- 2.8 **Checking & recording of radiator valves which should be in open position.**
- 2.9 **Checking healthiness of battery charger and cells of the battery set. Taking specific gravity, electrolyte level and cell voltage of pilot cell, DC earth leakage daily and all cell of battery set on weekly basis.**
- 2.10 **Alarm bell test for annunciation at control board & trip circuit healthy may be checked in all panels.**
- 2.11 **Watering of earth pits daily through available water source of Company.**
- 2.12 **Checking of the yards, lighting and replacement of defective bulb, tube, etc. The Contractor should maintain yard lighting and Control-Room lighting properly. Material such as Bulb, Tube and other lighting fixtures etc. shall be provided by the Company.**
3. **MANPOWER / SECURITY**
- 3.1 **The contractor shall provide one incharge for each division who must possess minimum qualification as diploma in Electrical Engineer who will be incharge of operations and responsible for all works given in scope and reporting officer for the concerned division.**
- 3.2 **Contractor shall provide minimum ITI (Electrical trade) qualified experienced personnel in each shift round the clock including holidays. Shift In-charge as well as assistants having ITI (Electrical trade) qualification shall be responsible for all operational, maintenance & Supervisory works. The shift operator shall not leave Substation without a substitute deputed by Contractor. The Contractor shall be responsible to ensure that proper arrangements of shift In-charge and assistants for shift duties are made and at no time the s/s to be left unattended. Suitable security arrangement has to be ensured by the Contractor for Company's material/ equipment.**

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- 3.3 Contractor shall be held responsible for security of the equipments and other material kept within the Substation premises along with security of his own personnel.
- 3.4 **Contractor shall be held responsible for any damage occurred due to mal-operation of equipment and shall make good the losses suffered by the Company.**
- 3.5 **The persons deputed as shift In-charge and assistants shall be well conversant with the operation of fire fighting equipments and the contractor shall keep the fire fighting system intact and utilize whenever it is necessary. The refilling of fire extinguishers will be done by the Company whenever necessary.**
- 3.6 **Operating personnel shall report to the concerned officer-In-charge the important occurrences, breakdown and defaults observed.**
- 3.7 **The contractor shall have to ensure that no unauthorized person enters the premises. The contractor shall be responsible for any unauthorized entry of persons or unlawful act within the substation premises.**
- 3.8 **The available communication facilities such as Telephone, wireless equipment and any other communication system should entirely be utilized for Company's work only. If, it is observed that the same has used for any other purposes the recovery for such usage shall made from the contractor. Any instructions / messages to the Substation shall be logged and followed strictly.**
- 3.9 **The routine & scheduled, periodical maintenance will be done by the Company staff. However, the help of available staff has to be given by Contractor as and when required for any type of maintenance work.**

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**GENERAL TERMS AND CONDITIONS
OF CONTRACT FOR OPERATION & MINOR MAINTENANCE OF
33/11KV SUB-STATIONS**

SECTION-2

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GENERAL TERMS AND CONDITIONS OF CONTRACT FOR OPERATION & MINOR
MAINTENANCE OF 3311 KV SUB-STATIONS

Instructions to Bidder

1.1 The Bidder have to complete with all prescribed particulars, schedules and tender forms duly filled in, enclosed in sealed cover and addressed to the Superintending Engineer (CC), M.P. P.K.V.V. Co. Ltd., Pologround, Indore-452003 shall be delivered in this office on or before the due date and within specified timings as per the tender notice.

1.2 The Bid should be submitted in four envelopes as under:-

Envelope-1 : Earnest Money:

This should contain the following:

- i. Earnest Money**
- ii. Tender form duly signed.**
- iii. Schedule-I (Details of Earnest Money).**

Envelope-2 : Technical proposal

A. Qualifying Requirement:

This should contain the following:

- I The bidder should have submitted experience certificate for providing man power for any of service utility as per employer's requirement which has established the capacity for doing the job as per requirement of bid.**
- ii. A copy of "A" class Electrical Contractor's Certificate issued by Govt. of M.P. in the name of the contractor or any person employed by the bidder.**
- iii. A copy of allotment of EPF Code No. issued by Regional Provident Fund Commissioner.**
- iv. A copy of Certificate of Service Tax no,TIN NO./PAN in the name of Firm's /Contractor name.**
- v. Details of experience along with documentary proof of satisfactory performance.**
- vi. Schedule-2 (Schedule of qualifying requirements).**
- vii. Details of ongoing works with the contractor**
- viii. Details of supervisors proposed for engaging in sub-station (This should be given by the new bidder who is participating first time & not having previous experience)**
- ix. Any other related information which bidder desire to furnish.**

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B : Technical & commercial conditions:

This should contain the following:

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

The envelope-2 must have with complete bid documents as issued dully signed by the bidder

Envelope-3 : Price Bid:

This should contain the following:

- i. Schedule-4(Schedule of rate) for different substations for which bidder desires to submit his offer.**

These envelopes may further be placed in a separate cover and each envelope shall be prominently super scribed "Tender Specification No. TS-19/2010 for Operation and Minor Maintenance of 33/11 KV S/S".

2. EARNEST MONEY

2.1 **The Bidder shall deposit the Earnest Money ` 50000.00 in form of DD/ Pay order only, in favor of MPPKVCL Indore. For details please log on :mppkvcl.org.**

2.2 **The required earnest money in the proper form should be deposited by the bidders in a separate cover duly super scribed "Earnest money against tender specification No.TS-19/2010 due on 27.10.2010". The same should be deposited in form of DD/ Pay order in favor of MPPKVCL Indore. For details please log on :mppkvcl.org The details of earnest money shall be indicated in schedule-1 and be kept in the same envelope-1 of earnest money (Part-I).**

2.3 **The Bidders are permitted to quote for division wise No. of S/s from the list**

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

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

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

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- 2.7 If, Earnest money amount is not submitted or the earnest amount is inadequate than the required for corresponding value of the offer, the offer shall be summarily rejected and shall not be read out.
- 2.8 The tender shall be valid for a period of 120 days from the date of opening. The offer shall be valid for another 60 day if requested by the S.E.(City) IndoreThe Company reserves the rights to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period. The earnest money Deposit will be refunded to the unsuccessful bidders.
- 3.00 QUALIFYING REQUIREMENT:-
- 3.1 The firm/individual bidder should have a person in the company who must have possess a valid 'A-Class' Electrical License issued by Chief Electrical Inspector of Govt. of MP.
- 3.2 The firm/individual bidder should have an EPF Number.
- 3.3 The firm/individual bidder should possess a valid service Tax number.
- 3.4 Firm should have employed one person possessing Degree in Electrical Engg. with at least 2 years experience or Diploma in Electrical Engg. with 5 years experience or ITI Certificate in Electrical Trade with 10 years experience in the Operation and Maintenance of any HT substation (33 KV or above voltage category) substations of MPSEB /MPPKVVCL Indore or any Electrical utility/ Govt./Public Undertaking.
- 3.5 In case of individual bidder, he himself should possess the qualifications as above (3.1 to 3.4).
- 3.6 The firm should have at least one year experience in Operation and Maintenance of HT Substations of 33 KV voltage category & above with good performance report.
- 3.7 In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contract.
- 3.8 No. of Substations for which a contractor will be awarded contract for operation & minor maintenance work of HV Substations, shall be decided considering his past performance and contract execution capacity (CEC) as defined in tender on basis of certified accounts.
- 3.9 The bidder should furnished following in addition to 3.1 & 3.7 above.
(i) Audited financial statement of account by chartered accountant and income tax clearance certificate indicating annual turn over for the last three years which shall be evaluated. (ii) The bidder's balance sheet statement for the last year of the audited account should show that it has positive "Net worth" While finalization of award of contract against this tender, due consideration

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would be given to financial capability of the bidder based on certified financial statement, as also contract(s) already awarded to the bidder and their execution status. The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past contracts or where unjustified and substantial delay has already occurred in execution of past contract. Two times the maximum turn over achieved in past three years will be construed as the contract execution capacity (CEC) of the contractor. If the sum of the existing pending contract(S) and estimated value of contract being bid exceeds the CEC, the price bid of contractor shall not be opened.

- 3.10 In respect of such contractor who are bidding first time and having no past experience in their own name, they may be offered Operation & minor maintenance work of only two no. Sub-stations subject to condition that they will engage supervisor for each sub-stations having educational qualification of Degree in Electrical Engg. with at least 2 years experience or Diploma in Electrical Engg. with five years experience or ITI certificate in Electrical trade with 10 years experience in the Operation & maintenance of EHV/HV grade Sub-stations of MPSEB/MPPKVCL /Govt./Public under taking. However, bidder should have all other qualifying criteria as for the experienced bidder.
- 3.11 While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, purchaser will also take in to account such factors as performance against earlier contracts in terms of quality of works done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.

4. TENDER PROCEDURE:-

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

Part - I Earnest Money (Envelope-I)

It shall contain EMD, schedule-1 & tender form (in original) duly signed. It shall invariably include related information on EMD as sought in the specification.

Part - II

(i) Qualifying Requirements (Envelope-II):

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

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

Part - III Price Bid **(Envelope-IV)**:

This part shall comprise of the “Schedule of Rate” Schedule-4 and any other relevant information that the bidder may deem fit and may affect the financial commitment.

4.2 The Part-I & II of the tender shall be opened on due date as indicated in the tender notice in the chronological order. If Part-I “Earnest Money” is found satisfactory, Part-II “Qualifying Requirements” and “Technical & Commercial conditions” of the tender shall be opened. The Part-III “Price Bid” of such of the tenderers as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on the date & time which shall be intimated to all the participants separately. Price bid of the tenderers who do not qualify minimum qualifying requirements as per clause-3 and terms & conditions of specification shall be returned un-opened. The discretion in this respect shall entirely be with the Company and binding on all the bidders.

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

In any case the tender form bearing the seal of this office should be filled in and submitted in original. The tender should be complete with all schedules attached to the tender specification. These conditions are very essential otherwise, the tender will be liable for rejection.

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

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

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

4.7 The tenders of those bidders, who have not purchased tender specification, shall not be considered.

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

5. MODIFICATION & WITHDRAWL OF BIDS:

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The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of modification or withdrawal is received by the MPPKVVCL prior to the dead line for submission of bids.

No bid will be allowed to be modified, if modification is received subsequent to the dead line for submission of bids. In case some minor modification is required by MPPKVVCL in technical specification or commercial condition after opening of 1st Part of bid, such changes will be notified to the bidders and they will be allowed to submit revised / supplementary price bid. Further, in case any tenderer wishes to submit revised/ supplementary bid of own to lower offered price, the same shall be accepted before opening of price bid.

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

6. DUE DATE FOR RECEIPT AND OPENING OF TENDER:

6.1 Tender along with earnest money comprising Part-I, II & III shall reach the O/o SE (CC), MPPKVVCL, Indore on or before 27.10.2010 (due date of submission of tender) up to 2.30 P.M.

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

6.3 Part-I & II of the tender shall be opened in the O/o S.E.(CC),MPPKVVCL, Indore on 27.10.2010 (due date of opening of tender) at 3.30 P.M.

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

7.0 SUB-LETTING OF CONTRACT:

The work under the contract may not be Sublet. The contractor shall not assign or sub-let his contract or any substantial part thereof to other agency.

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8.0 NEGLIGENCE:

If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provisions of the contract, the Company may give ten days notice in writing to improve the performance. Should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then and in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to or if the Company shall think fit, it shall be lawful for him to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor shall be entitled to retain the balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed to the satisfaction of engineer-in-charge by the contractor, Company may at its option can get the work done through some other agency at the cost and risk of the contractor or complete the balance work done departmentally and recover the expenditure so incurred from the contractor or terminate the order without any liability on Company side.

9.0 DEATH BANKRUPTCY etc.

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

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10. INSPECTION:

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

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

11. ENGINEER'S DECISION :

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

12. CONTRACTOR'S REPRESENTATIVE AND WORKMEN :

The contractor may employ his competent representative(s), whose name(s) shall have previously been communicated in writing to the Engineer by the contractor, to supervise and carrying out the work. Any written order or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor, may give to the said representative of the contractor shall be deemed to have been given to the contractor.

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

13. LIABILITY FOR ACCIDENTS AND DAMAGES:

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

The contractor shall, during the execution of the work, properly protect the substation from injury which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injury to the same from any cause and shall be and remain answerable and liable for all accidents

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or injuries thereto which until the same be or be deemed to be taken over under clause of this specification may arise or be occasioned by the acts or omission of the contractor or his workmen and all losses and damages to the substation arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer.

Until the contract shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but no otherwise. Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

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

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

In the event of any claim being made or action brought against the Company involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable, under this clause, the contractor shall be immediately notified thereof and he shall, with

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the assistance if he so require of the Company, at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the Company shall at the expense of the contractor, afford all available assistance for any such purpose.

14. DEDUCTIONS FROM CONTRACT PRICE :

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

15. CERTIFICATE OF ENGINEER :

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

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

16. RESPONSIBILITY OF CONTRACTOR:

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specifications/order. For example all the work of operation & minor maintenance should be done accordingly as per approved norms. Deviations, if any, from the approved/specified conditions shall be brought to the notice of the CE (IR), MPPKVCL, Indore his decision shall be final and communicated through site Engineer. If at a later date, it is found that the contractor has carried out some work, not according to the specifications and without taking specific approval then in that case, all the payments made to the contractor for carrying out such works shall be recovered.

17. REGULATIONS OF LOCAL AUTHORITIES :

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

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All works shall be executed in accordance with the Indian Electricity Rules,1956 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer. The contractor shall possess or obtain a valid working license from the concerned State Electricity Authority/Inspectors for carrying out the operation & minor maintenance work in the region before commencing the work.

18. ABANDONMENT OF CONTRACT:

Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, contractor wishes to discontinue the Operation & Minor Maintenance of the substations given to him, he must give a 30 (thirty) days notice to the Engineer-in-charge conveying his intention. Engineer-in-charge within 21 (twenty one) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. The contractor only after receipt of acceptance of notice shall discontinue Operation and Minor Maintenance of the substation from the date of expiry of notice period.

19. TERMINATION OF CONTRACT:

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

- a. **Cancel the contract without any liability on Company's side by giving 10 days notice to the contractor.**
- b. **Forfeit the Earnest money/ security deposit.**
- c. **Forfeit the retention amount i.e. 5% of the bill which may be claimed by the Contractor for the services rendered by him.**
- d. **To recover liquidated damages not exceeding 10% of total value of the contract from the contractor's monthly bills.**
- e. **To get the work done through some other agency at the cost and risk of the contractor or complete the balance work done departmentally and recover the expenditure so incurred from the contractor.**
- f. **If, the loss that occurs to the Company, exceeds the amount recovered by the ways stated above, the balance due to the contractor shall be recovered from any sum due to be paid to the contractor against other orders.**

20. ARBITRATION :

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

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

In case of any dispute the law applicable shall be the law in force in India.

21. PAYMENT:-

95% payment shall be made generally within 45 days on receipt of monthly bill in triplicate from the contractor duly verified/certified by Engineer-In-charge of substation. Please note that no interest charges shall be admissible on account of delayed payment, if any.

The retention amount @ 5% of each monthly bill accumulated over the entire contractual period shall be payable after verifying the liabilities on satisfactory completion of contract. For that separate bill shall be submitted by the contractor.

22. DISPUTES:-

- a) **Operating staff engaged by the contractor shall not have any legal right for engaging them in regular establishment of MPSEB/ MPPKVVCL during the contract or on expiry of contract. Further, such Operating Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.**

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b) **Contractor will have to execute an indemnity bond on Non-Judicial Stamp Paper of Rs. 250/- undertaking thereby to indemnify in case of any loss to the Company resulting from their fault.**

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

23. **RATES:**

The rates quoted by the bidders should be FIRM during the contractual period and shall be on the basis of per substation. Price variation shall not be applicable on any account including addition/ alteration of equipments and bays. In case other substations those are not covered in the list is also offered within the jurisdiction of city circle Indore, the contractor or service provider shall undertake the work on same rates and conditions.

24. **PERFORMANCE:-**

Due to non fulfillment of the contract conditions if any loss is caused to Company's works, liquidated damages not exceeding 10% of the total value of the contract shall be recovered from the monthly bills and the contract is liable for termination with one month's notice if this is continued.

25. **RIGHT TO REJECT OFFERS:-**

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

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

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

27.1 **A formal agreement shall be entered on non judicial stamp paper worth Rs. 100/- between the contractor and M.P.P.K.V.V.C.L. within 10 days from the date of receipt of order for the due performance and observance of the terms and conditions of the contract for the entire contractual period.**

27.2 **The successful bidders should furnish security deposit with 10 days from the date of receipt of order @ 10% of the value of contract in form of pay order or demand draft or Bank draft in favor of Regional account officer MPPKVCL. Or Bank Guarantee for entire contract period of equivalent amount.**

27.3 **The Earnest money amount of successful contractor deposited along with tender shall be release after confirmation of completion of contractual formalities. No interest will be allowed on cash deposit. The security deposit shall be returned to the tenderer only after expiry of contractual completion period on faithful performance of the terms/condition of the order, satisfactory**

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completion of the contract and if there is no claim for recovery against the contractor.

27.4 The successful bidder will also submit an indemnity bond towards the safe custody of substation premises including various equipments, material, building etc. The proforma of indemnity bond would be furnished on acceptance of tender.

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

27.6 If the contractor shall die or commit any act of bankruptcy or commence to wind up or carry on its business under receiver, the executors, successors or other representative in-law of the Estate of the contractor or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to M.P.P.K. V.V..C.L. Indore and shall, for one month, during which he shall take responsible steps to prevent stoppage of the works, have the option for carrying out the contract subject to his or their providing such guarantee as may be required by M.P.P.K.V.V.C.L. Indore but not exceeding the value of the work for the time being remaining un-executed.

28. Commencement, contractual period & extension order:-

28.1 The contractual period shall be of “ TWO YEARS” w.e.f. the date of taken over of the sub-station premises by the contractor after completing all contractual formalities as mentioned above. The contractual period will be decided by MPPKVCL Indore.

28.2 If considered necessary, we may place extension order on the basis of satisfactory performance of the contract, solely at the discretion of the company, for further period of “One year” on the same rates, terms & condition.

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SPECIAL TERMS AND CONDITIONS
OF CONTRACT FOR OPERATION & MINOR MAINTENNANCE OF
33 /11KV SUB-STATIONS

SECTION-3

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Section-3

SPECIAL TERMS AND CONDITIONS:-

- 1.1 The contractor will have to engage ITI trained & experienced staff commensurate with the technical nature and quantum of work. The contractor shall employed personal only after approval from the concern divisional incharge and they clear the list before deployment. Appointment letter shall issued only after approval from concern division. In the appointment letter contractor or service provider shall explicitly mentioned that the appointment for a specified period and would come to end automatically as and when contract would came to end. In the event the engineer-in-charge find that staff employed at any stage is not adequate and that the contractor has not taken due action to employ the required staff in-spite of notice given to him in writing by the engineer-in-charge, the later shall have power to recover from any payment due to the contractor by way of penalty a sum equal to the estimated salary of the staff so less employed.
- 1.2 The hours of work for the labourer employed by the contractor shall confirm to the hours fixed as per Factory Act. The daily and weekly hours of work and over- time work will be regulated in accordance with the provisions of the minimum wages act, 1948 or any other similar law in force as amended up to date.
- 1.3 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.4 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him.
- 1.5 The contractor shall be responsible for payment of wages to each worker employed by him as contract labour in accordance with the provisions of the law.
- 1.6 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.
- 1.7 The contractor shall ensure the disbursement of wages in the presence of authorized representative of the principal employer.
- 1.8 In case the contractor fails to make payment of wages of remittance of E.P.F. contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor to

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the E.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debt payable by the contractor.

- 1.9 **The Contractor shall obtain necessary license and competency certificate from the electrical inspectorate to handle the sub-station equipment to the workers employed by him.**
- 1.10 **The contractor shall, at all times during the tenure of this contract at his own expense ensure and keep ensure in the name of the Company with any of the nationalized General Insurance Companies against, all liabilities under the workman's compensation act in respect of death or bodily injury payable to any worker and damage to property of the third persons.**
- 1.11 **During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.**
- 1.12 **In every case in which by virtue of the provision of section 12, subsection (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 and without prejudice to the right of the Company under section 12 subsection (2) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company to the contractor whether this contract or otherwise. Company shall not be bound to context 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 fully security for all costs for which the Company might become liable in consequence of contesting such claim.**
- 1.13 **At the time of taking over of the HV substation by the contractor, a list of each and every equipment, spares & fixtures etc. will be prepared jointly by the contractor and engineer-in-charge of Company and same shall be signed by both the parties. The date of commencement of contract shall be reckoned from date of handing over of HV substation.**
- 1.14 **The equipments and control room building having been handed over to contractor and other things connected there with shall remain at the risk and sole charge of the contractor till completion of contract period and till completion certificate has been obtained from engineer in-charge. Until such delivery of the HV substation, the contractor shall at his own cost take all precautions necessary to keep all the equipments, material, building and other things connected their with 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.**

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- 1.15 **On the breach of any terms and conditions of this contract or failure in implementing the statutory rules and regulations by the contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sums due or which may become due to the contractor by Company or otherwise howsoever.**
- 1.16 **No child labour should be employed by the Contractor.**
- 1.17 **The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the contractor and in such cases, the expenditure shall be recovered from the Contractor. The Contractor shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.**
- 1.18 **The Contractor shall not issue any “Line Clear Permit” without consent of the Company’s officials. However, the shift personnel should give “Line Clear Permit” with consent of MPPKVCL Indore officer in the proper format whenever it is requisitioned by proper authority duly following all precautions for isolating the circuit such as tripping of the Breaker and opening of the Isolator and earthing of terminal equipments etc.**
- 1.19 **The period of the Contract shall be for a period of 24 months from the date of handing over of site. The Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 10 days notice without any liability on either side.**
- 1.20 **The concerned Superintending Engineer will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Contractor.**
- 1.21 **All works in substation under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection of the SE/EE/AE and his subordinates.**
- 1.22 **The materials like transformer oil, silica gel, will be supplied by the Company without any extra cost. Available furniture will be issued to the Contractor without any extra cost.**
- 1.23 **Transport of staff will be arranged by the Contractor at his cost.**

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- 1.24 **Printed stationery such as Log Sheet permit book etc. will be provided by the Company. Unprinted stationery will have to be arranged by the Contractor.**
- 1.25 **In case of any theft Contractor shall lodge the complaint with Police Department. However, contractor should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.**
- 1.26 **PENALTY - In event of non compliance of the any instructions by the Engineer Incharge a penalty determine by him on the basis of quantum of defaults by the contractor shall be recoverable from the payment the contract. The Engineer Incharge must have quantify the penalty with relevant details, however, the total penalty will not be exceed 10% of contract value.**

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TS-19/2010

SCHEDULE-1

DETAILS OF EARNEST MONEY

(TO BE KEPT IN ENVELOPE -1)

- | | | |
|---|--|--|
| 1 | Name and Address of the bidder | -----
----- |
| 2 | Name and Address of the Firm/
Company etc. | ----- |
| | a. Registered office | ----- |
| | b. Postal Address | -----
----- |
| | c. Fax No. | ----- |
| | d. Telephone/Mobile number | ----- |
| | e PAN(Permanent Account No.) | ----- |
| | f. TIN No. | ----- |
| 3 | Whether bidder is an old participant :
with MPPTCL. | Yes/No |
| 4 | Earnest Money details | |
| | i. Amount of E.M.D. | Rs. -----
----- |
| | ii. D.D. No./ Banker's cheque No. | ----- |
| | iii. Issuing bank /drawn on bank. | ----- |
| | iv. If in cash, copy of Money receipt to
 be enclosed. | ----- |
| 5 | Please indicate names of 33/11KV
Substations for which Offer has
been submitted | -----Nos(Please enclose
a list showing name of sub-
station) |

**PLACE:
DATE:**

**SIGNATURE OF BIDDER
NAME IN FULL COMPANY SEAL**

Note: i. The Bidders are permitted to quote for any no. of S/s from the list and required to pay earnest money only to the extent of the participation, on the basis of slab specified. The offer shall not be accepted without adequate earnest money deposit.

ii. Extra sheet if required may be used. However, the same should be signed / sealed by the bidder.

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TS-19/2010

SCHEDULE-2

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

- | | | | |
|------|---|---|---------------|
| 1. | Educational qualification of bidder | - | ----- |
| i. | Whether a copy of certificate of educational qualification is enclosed. | - | Yes/No |
| 2 i) | whether experience certificate for Operation & maintenance work of EHV/HV Sub-station of the firm has been enclosed. | - | Yes/No |
| ii) | Whether educational qualification & experience certificate of the personals employed by the firm are enclosed. | - | Yes/No |
| 3. | Whether a copy of "A" class Electrical Contractor's Certificate issued by Govt. of M.P. is enclosed. | - | Yes/No |
| 4 | Whether financial statement for the last 3 years (audited by chartered Accountant) has been submitted | - | Yes/No |
| 5. | Whether copy of EPF code No. in the Name of Bidder/ Firm is enclosed. | - | Yes/No |
| 6 | Whether copy of Certificate of Service Tax No, TIN No./PAN. in the Name of Bidder/ Firm is enclosed. | - | Yes/No |
| 7 | Other experience, if any. | - | ----- |

8 In case firm is not having experience as stipulated in clause No.3.4 of section -II The name of at least two persons supervising the works of Operation & Minor Maintenance of EHV Sub-stations should be given separately in envelope No. II which are having experience as stipulated in the above clause.

Note: The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender as mentioned in clause-3.3, Section-II of tender.

PLACE: -----

DATE: -----

SIGNATURE OF BIDDER
NAME IN FULL
COMPANY SEAL

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SCHEDULE-3

SCHEDULE OF QUESTIONNAIRE

(TO BE KEPT IN ENVELOPE-3)

(i) Strike off, whichever is not applicable

(ii) Separate sheets should be used, wherever necessary.

1. Whether the offer is valid for 5 months from the date of opening of commercial/ technical bid. : Yes/No

2. Please confirm the quoted prices are FIRM as per specification. (Please note that price variation whatsoever shall not be applicable). : Yes/No

3 . i. State whether Service Tax is chargeable extra. : Yes/No

ii. If yes, please indicate the applicable rate of tax. :-----

4 Whether a copy of Service Tax Registration No. is enclosed. :-----

5 Whether a copy of "A" class Electrical Contractor's license is enclosed. :-----

6 Whether any rebate has been offered, please indicate: (Conditional discount if any, will not be accepted). :-----

7.a. Whether MPPKVVL's terms of payment as per clause No. 21 of section-2 is agreeable. : Yes/No

b. If no, please state conditions. : - - - - -

8. Whether agreeable for the following: To furnish Security deposit @ 5% of ordered value for satisfactory execution of the order for entire contractual completion period. : Yes/No

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9. Whether you are agreeable to accept extension order for next 6/12 months on the same rates, terms and conditions, if extension order is placed within the contractual period. : Yes/No
- 10 Please confirm that the operators deployed by you shall be trained and passes min. qualification of ITI in Electrical Trade. : Yes/No
- 11 Do you agree to our condition for deployment of staff, payment, security deposit etc. stipulated in this tender specification. Deviation if any may please be indicated here. : Yes/No
12. Please confirm whether you have noted our specific condition that no subletting of contract would be permitted under this tender specification. : Yes/No
13. Please confirm that the rates offered by you are not associated with any binding condition such as advance payment, exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc. : Yes/No

Note: The bidder is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the bidder. Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.

PLACE:-----

DATE:-----

SIGNATURE OF BIDDER
NAME IN FULL COMPANY SEAL

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SCHEDULE – 4

PRICE AND QUANTITY SCHEDULE

To,
THE SE (CITY CIRCLE),
MPPKVVCL, Polo Ground,
INDORE

Subject: Performing of operation and maintenance of 33/11 KV S/stn. under City Circle, Indore.

In response to your tender specification No.SE/CC/Pur/10-11/19 dtd 04.10.10, I/ we offer the following rates(including all taxes and statutory charges etc.) for the work:

Particulars of work	Quantity	Contract Period	Rate Per No./Per year [in words & in figure]
Performing of operation and maintenance of 33/11 KV S/stn.under City Circle Indore.	38 –Nos S/stn	2-Years	

I/ we undertake the responsibility shall be as mentioned hereunder that the liability of the contractor in case the work is awarded to me/ us:

- [A] Payment of ESI Contribution directly to ESIC authorities.
- [B] Payment of EPF Contribution directly to EPF authorities.
- [C] To obtain valid license from the Asstt. Labour Commissioner [Central], Bhopal shall be obtained
and will comply with the conditions of the license.

The tender document is enclosed duly signed as having gone through the terms and conditions given in the tender documents and the same are acceptable to me/ us.

Name & Address [Phone No. &
&
Mobile No.] in Block letters.
seal

Signature of the Contractor

Note: Taxes which are not included in the offer shall be explicitly mentioned below along with rate applicable at present. Unless mentioned it will be considered that bidder has included all taxes whatsoever. Phrases, taxes as applicable will be considered as have been included in the offer.

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