

M.P.PASHCHIM KSHETRA VIDHYUT VITARAN CO. LTD.
UJJAIN CIRCLE

TENDER DOCUMENTS

Tender for 11 KV under ground cabling work (XLPE cable 3x185 sq. mm) (02 Nos.) for Railway crossing of 11 KV Biriakhedi feeder at Sundrabad Barnagar on meter gauge, Indore-Ratlam Track location No. as per drawing by DRM KM 418/8 – 418/9 under Barnagar (O&M) Dn. of Ujjain Circle as per layout drawing enclosed against this office tender notice No. SE/O&M/PUR/T-5/16159 DTD. 21.12.2010.

Tender form NO. _____

Issued to :-

M/s _____

Reference of payment of Rs. 1000/- towards tender document form DD/Pay

Order No. _____ dtd. _____.

SUPERINTENDING ENGINEER (O&M)
M.P.P.K.V.V. CO. LTD. UJJAIN CIRCLE

M.P.PASHCHIM KSHETRA VIDHYUT VITARAN CO. LTD.
UJJAIN CIRCLE

SUBMISSION OF EARNEST MONEY

I, hereby submit the Earnest Money of Rs. 7000/- against Tender Notice No. SE/O&M/PUR/T-5/16159 dtd. 21.12.2010 for 11 KV under ground cabling work (XLPE cable 3x185 sq. mm) (02 Nos.) for Railway crossing of 11 KV Biriya Khedi feeder at Sundrabad Barnagar on meter gauge, Indore-Ratlam Track location No. as per drawing by DRM KM 418/8 – 418/9 under Barnagar (O&M) Dn. of Ujjain Circle vide DD/Pay Order No. _____ dtd. _____

Issued from _____

Encl:- Complete set of the Tender

Date :- _____

Signature _____

Name : _____

Address _____

TERMS AND CONDITIONS

- 01 Tenders shall be received upto 1.00 pm on dtd. 17.01.2011 in the office of SE (O&M), MPPKVVCL, Ujjain and will be opened on the same day at 3.00 PM.
- 02 The blank tender forms can be received from this office on payment of Rs. 1000/- in the form of Demand Draft/Pay Order in favour of Sr. Accounts Officer, MPPKVVCL, Ujjain.
- 03 The Tender form can be obtained till the dt. 15.01.2011 up to 5.00 PM. on all working days and Hrs.
- 04 Tenders which have not accompanied by requisite Earnest Money, will not be opened and simultaneously be rejected.
- 05 In case 17.01.2011 happens to be holiday due to any reason, the Tender will be opened on the next working day.
- 06 The contractor shall be arrange at his cost all tools, plants and facilities as necessary for erection and testing of the equipment in compliance with the specifications except 11 KV 3x185 sq. mm. XLPE cable and joining kit which are supplied by MPPKVVCL.
- 07 The work under Railway land/Boundary is to be completed well with in the time fixed by Railway Authorities otherwise any Surcharge/Additional charge required by Rly. Will be borne by the Contractor in all respect, as such every care shall have to be taken to maintain the completion period.
- 08 MPPKVVCL reserved the right to cancel any or all Tenders without assigning any reason at any stage.

SUPERINTENDING ENGINEER (O&M)
M.P.P.K.V.V. CO. LTD. UJJAIN CIRCLE

KINDLY NOTE:

- 01 Only valid certificate holders of “A” class electrical contractors are eligible for bidding.
- 02 All the bids will be submitted in the following configurations.
 - a. Three envelopes containing the following :
 - i EMD Marked on the envelope clearly
 - ii. Technical & Commercial bid. Marked on the envelope clearly. Whether any deviations taken or not. If taken kindly note the clause nos. of bid document.
 - iii. Price bid Marked on the envelope clearly.
- 03 All the bidders are required to produce their license in original for verification at the time of opening of bid.
- 04 The bids should be absolute and unconditional Unnecessary and ambiguous conditions put on the bid will make it liable for rejection.
- 05 Kindly take a note that this bid document has to be returned in original after duly filling it and without deletions of any of its part. All the columns and requisite information should be filled in proper places. Merely signing on the page and not the filling the proper column will be treated as negligence and bid is liable for rejection.
- 06 Only authorized representative, possessing necessary authority letter from the Tenderer shall be allowed to participate in the tender opening.
- 07 Cables & termination kit for this work will be issued by MPPKVV Co. Ltd.
- 08 Transportation of issued material by MPPKVV Co. from Area Stores has to be borne by contractor.

M.P.PASHCHIM KSHETRA VIDHYUT VITARAN CO. LTD.
UJJAIN CIRCLE

SHORT TERM TENDER

TERMS AND CONDITION

01 Sealed Tenders are invited from experienced Electrical Class "A" Contractors for Job work of 11 KV under ground cabling work (XLPE cable 3x185 sq. mm) (02 Nos.) for Railway crossing of 11 KV Biriakhedi feeder at Sundrabad Barnagar on meter gauge, Indore-Ratlam Track location No. as per drawing by DRM KM 418/8 – 418/9 under Barnagar (O&M) Dn. of Ujjain Circle as per layout drawing enclosed against this office tender notice No. SE/O&M/PUR/T-5/16159 DTD. 21.12.2010.

Tender specification No. T-5

SE/O&M/PUR/T-5/16159 DTD. 21.12.2010

- | | | | |
|-------|--|---|---|
| ii. | Date of Sale of Tender document | : | 21.12.10 to 15.01.11 upto 5.00 PM |
| iii. | Due date of submission of Tender | : | 17.01.11 upto 1.00 PM |
| iv. | Due date of opening | : | 17.01.11 upto 3.00 PM |
| v. | Time of completion | : | 30 Days |
| vi. | Cost of Tender document | : | Rs. 1000/- (for each tender) to be Paid in the form DD/Pay order in favour of Sr.Accounts Officer, MPPKV Co.Ltd.Ujjain. |
| vii. | Last Date for sale of tender document | : | 15.01.2011 upto 5.00 PM
Approxi cost of work Rs. 8.23 lacs |
| viii. | Earnest Money to be deposited | : | RS.7,000/- (for each tender to be Paid in the form of DD/Pay order in favour of Sr. Accounts Officer, MPPKV Co. Ltd. Ujjain . |
| ix. | Tenders duly filled must be submitted in sealed covers, indicating the name of the work, the due date of tender and name of the Contractors super scribed on the cover. Unless delivered personally, tender should be submitted by Post/Courier if forwarded by post the sealed envelope containing the tender and marked as specified above, shall be enclosed in another envelope properly addressed and shall be forwarded so as to reach not later that stipulated time period on the due date of opening of tender. | | |

Tenders can be purchased on payment of Rs. 1000/- (Rs. One Thousand only) towards the cost of tender form. The amount paid for the cost of tender form will not be refunded. **Tenders not submitted on departmental form will not be considered.** Details of work or any other clarification can be obtained from the office on any working day between 11 to 17 Hrs. till date of issue of tenders. **One Contractor/Firm can submit only one tender for the same work.**

02. Contactors are required to deposit the earnest money as specified in clause I as mentioned above, in any of the following form only.
- Pay Order/Demand Draft drawn in the name of “Madhya Pradesh Pashchim Kshetra Vidhyut Vitaran Co. Ltd.” Payable at Ujjain. Cheques will not be accepted.
03. a) Tender shall remain open for acceptance for a period of three months from the date of opening. Any such withdrawal during the said period will entail forfeiture of earnest money deposited with the tender. The unsuccessful Contractors shall be refunded their Earnest Money after 30 days. In case the Contractor is likely to be awarded the work or if his case has not been finalized the E.M. shall be retained for the period mentioned above.
b) The earnest money of successful Contractors shall become part of the initial security deposit.
c) Within 10 days of intimation being given to him of the acceptance of the tender, the successful Contractors shall make a further deposit in the same form as mentioned for Earnest Money, with the Company as security money and execute an agreement on the prescribed form duly stamped for the due and proper fulfillment of the contract. The cost of stamp paper and stationery charges shall be borne by the contractor.
04. Failure by the successful Contractors to furnish the prescribed security deposit or to execute the agreement within the period specified above, after his tender has been accepted or notice to start the work within such time as is determined by the Engineer-in-charge in the “Letter of intent” 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 Contractors.
05. Contractors must submit this form with the specification and the bill of quantities and rates 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 signatures of the contractor at the specified place. Any tender document not submitted in original and not bearing signatures on all the documents accompanying the tender is liable to be rejected. The transfer of tender forms purchased by Contractors to another is not permissible.**

06. Tenders not fulfilling all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- a) Submission of the tender implies that the Contractors have full knowledge of all relevant documents and have satisfied himself by actual inspection of the site, scope, nature and locality of work, all conditions liable to be encountered during the execution of the work are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provision of general/special conditions of contract for the completion of the work to be satisfaction of the Engineer in charge.
 - b) The submission of a tender by the Contractors 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 and of the conditions and rates and local conditions and other factors bearing on the execution of the work.
 - c) The company will not, after acceptance of contract, pay extra charges for any reason whatsoever, in case the contractor is found latter to have been misjudged any of conditions(s).
 - d) The Contractor must arrange for all materials, (except XLPE Cable & jointing kit) Man power and include all such costs in the rate quoted by him for execution of this work.
07. The rates shall be written legibly an free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The tenders found with over writing erasure etc. are likely to be rejected.
08. The contract or any part there of shall not be subject without the written permission of the Engineer in charge.
09. The contractor shall pay not less than the minimum wages of persons engaged by him on the work as defined in **General Condition of Contact.**
10. 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 not does it undertake to assign any reasons for declining consider any particular tender or tenders.
11. Canvassing 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 officer in the Company should also be appended with the tender.
12. **The tenders 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 without which tenders may not be considered.**

13. The successful Contractors must have sound financial standing. The accepting authority will also ascertain the financial capability of the Contractors. The Contractors shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him as they deemed fit.
14. This document shall form part of the contract and any breach of the terms of this notice shall be breach of the contract.
15. As per practice in vogue the payment of amount shall be made within reasonable time after completion of work in good condition.
16. If the SE (O&M) MPPKVVCL, Ujjain is convinced about the incapability of the firm to carry out any item of work or part thereof, he has the following options.
 - i) to get that item of work or part thereof done through other agency at the cost and risk of the firm to whom the work is awarded.
 - ii) To cancel the order without assigning any reason.
17. **Statutory Deduction** - All statutory deductions as applicable for the time being shall be deducted at Source from the Bills of the Contractor such as Income Tax/Service Tax. Etc. Necessary T.D.S. certificate will be made available by the respective Regional Accounts Officer of the Company.
18. **Supervision** – The Executive Engineer (STC), MPPKVVCL, Ujjain will be over all in charge of the work. He will supervise the work through field officers viz. Addl. Superintending Engineer (O&M) MPPKVVCL, Barnagar and their authorized representatives. In the matter of any dispute you shall refer to the undersigned for settlement.

ANNEXURE -1
GENERAL INSTRUCTIONS TO BIDDERS/TENDERERS

1. BASIC QUALIFICATION OF BIDDERS:

The bidding is open for contractors who provide satisfactory evidence:-

- (a) That they are qualified be experienced “A” class electrical contractors.
- (b) That they do not anticipate change in the ownership during the proposed period of contract. (if such a change is anticipated, the scope and effect there of shall be defined).
- © That they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment.
- (d) That, they have established quality work/assurance systems to achieve high quality work.

2. EARNEST MONEY:

- (i) The Tenderers are not permitted to quote for part work. If the earnest money amount is found to be less than required for corresponding value of the tender offered, the offer may be rejected and will not be read out.
- (ii) The Earnest Money can be deposited is one of the following forms only.
 - (a) By Bank Draft /Pay order in favour of Sr. Accounts Officer, MPKKKV Co.Ltd. Ujjain.

No offer will be accepted without Earnest Money Deposit, unless exempted by the Board/Company if on opening of tender, if is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall be rejected and returned to the tenderer.

- (iii) In case, the tenderer withdraws his offer during the validity period or after placement of order, the EMD amount shall be forfeited.
- (iv) (a) Return of Earnest Money to Unsuccessful binders :-

EMD shall be returned to the unsuccessful bidders, in Thirty days, after the tender has been decided. No interest shall be paid on EMD amount.

3. TAXES & DUTIES:-

- (a) Service Tax if applicable will not be paid separately and bidders are required to quote inclusive of service tax, Vat Tax, Packing, Forwarding, Freight, Insurance charges & Excise Duty, Entry Tax and all such Taxes as applicable.

4. TELEX/TELEGRAPHIC/FAX BIDS:-

Telex/Telegraphic/Fax offers will not be considered under any circumstances.

5. DELAYED/LATE BIDS:-

MPPKVV Co. Ltd. shall not assume any responsibility for any postal delays either for the late receipt of documents by tenders or late receipt of bids by the Board. No extension in time shall be granted on such grounds.

6. ALTERNATIVE BIDS:-

Bid should be submitted as per intent of tender documents, as alternative offers are liable to be rejected.

7. MISTAKES IN BIDS :-

Rates should be quoted in both figures and words, In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.

8. LUMPSUM BASED BIDS:-

In case prices for some items or all items are given as lumpsum, instead of unit prices as required in the tender specifications. Board/Company can summarily rejected such incomplete tender

9. PRINTED TERMS AND CONDITIONS IN BIDS:-

Supplier's printed terms and conditions will be not be considered as forming part of the tender under any circumstances whatsoever.

10. ALTERATIONS/CORRECTIONS IN BIDS:-

No alteration in the tender document will be permitted.

11. INCOMPLETE BIDS:-

Tender which is incomplete or obscure is liable for rejection.

12. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF:-

Board/Company reserves the right to accept/reject wholly or partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by the Board/Company.

13. AMBIGUITIES IN CONDITIONS OF BIDS:-

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation may be advantageous to the Board, may be taken without any reference to the tenderer.

14. LANGUAGE OF BIDS:-

All Tenders should be made either in English or in Hindi only.

15. DEVIATIONS FROM TERMS/CONDITIONS:-

Offers with deviations in the terms of payment liquidated damages, security deposit and performance guarantee are liable to be rejected outrightly.

16. SUBMISSION OF BIDS:-

(I) The tender shall be submitted in three (3) parts:-

Part I shall contain “EARNEST MONEY DEPOSIT/DOCUMENT WHICH ENTITLED FOR EXMPTION FROM EMD”

Part-II shall contain “COMMERCIAL BID AND TECHNICAL BID.” The details about these two bids are discussed in Annexure I and Annexure-II, respectively. Relevant information that the tenderer are liable to submit comprises of duly filled-in Questionnaire, all the Schedules and any other information that is sought in the tender.

Part-III shall contain “PRICE BID” in the Price Schedule. The tenderer shall ensure that the prices/rates are filled in accordance with the proforma for “Price and Quantity”

(ii) Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

(iii) Tender submitted on behalf companies registered with the Indian Companies Act, for the time being in force shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to shown clearly the title, authority and designation of persons signing the Tender on behalf of the Company.

(iv) All the three parts shall be submitted in three separate scaled envelopes and these envelopes shall be properly superscribed as part-1 “Earnest Money Deposit” part-II “commercial and Technical Bid” and Part-III “Price Bid”. Each envelope shall also be superscribed with name of item and Technical specification. No for which the tender is submitted, the name of the said tenderer and the date of opening, as advertised.

(v) The above three envelopes duly sealed are to be kept again in one envelope called main envelope and sealed. This envelope should be properly superscribed stating that this envelope contains three separate envelopes for Part-I “EARNEST MONEY DEPOSIT”, Part-II “COMMERCIAL AND TECHNICAL BID” and Part-III “PRICE BID” in addition to tender specification No. Name of item & tenderer. Details of Earnest Money Deposit and Due date of opening should be superscribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that Board PAYMENT TERMS, PENALTY, SECURITY DEPOSIT and PERFORMANCE GUARANTEE CLAUSES, as mentioned in tender specification, are acceptable to the tenderer.

This certification shall be in the following manner.

TENDER SPECIFICATION NO. _____ DUE FOR
OPENING ON _____ FOR PROCUREMENT
OF _____

THIS ENVELOPE CONTAINS 3 SEPARATE ENVELOPES FOR

- (I) PART -I “EARNEST MONEY DEPOSIT”
- (II) PART -II “COMMERCIAL AND TECHNICAL BID”
- (III) PART-III “PRICE BID”

TO,

THE SUPERINTENDING ENGINEER (O&M)
M.P.P.K.V.V. CO.LTD.
OLD POWER HOUSE MAXI ROAD
UJJAIN -456010

IT IS CERTIFIED THAT WE AGREE TO THE FOLLOWING CLAUSES OF
TENDER SPECIFICATION:-

- | | | |
|----------------------------|---|--------|
| (I) PAYMENTTERMS | : | AGREED |
| (II) SECURITY DEPOSIT | : | AGREED |
| (III) PENALTY | : | AGREED |
| (IV) PERFORMANCE GUARANTEE | : | AGREED |

SIGNATURE OF TENDERER

STATUS

COMPANY’S SEAL

In absence of above certification on the main envelope itself the same shall not be opened and the offer shall stand rejected.

(vi) Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bid, the offer shall be rejected.

17. DATE AND TIME OF OPENING OF BIDS-CHANGES:-

Tender shall be opened on the due date and time as notified in the presence of the tenderers their authorized Representatives who may be present. If the due date of opening/submission tender documents is declared a holiday by the Central/State Government or Local Administration it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not complete on the day of opening.

It may please be noted that the due date/time of opening can be altered, extended, if desired by the purchaser, without assigning any reason thereof. However, due intimation shall be given/published in Newspapers in such a case.

18. OPENING OF E.M.D. AND COMMERCIAL & TECHNICAL BID:-

The first envelope of Earnest Money-Deposit shall be opened on the due date and time, as notified in the Notice inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part. I.e. the Commercial Technical Bid, shall be opened on the same date in respect of eligible tenders.

19. OPENING OF PRICE BID:-

(i) Opening of price bid along with first two parts of the offer on the same date:-

The offers, which are in conformity with important commercial terms and conditions including payment terms, Security deposit and Performance guarantee clauses of Tender specification shall be eligible for opening of their Price Bid.

(ii) Any deviations from payment terms, penalty, security deposit and performance guarantee clauses of tender Specification, shall not be acceptable, in any case and the offer shall be liable for rejection our-rightly.

20. DESTINATIONS WHERE WORK EXECUTION/MATERIALS ARE REQUIRED

The materials to be used & which are as per the specifications are required to be shown to site in-charge for respective sites for visual inspections and clearance.

21. VALIDITY OF BIDS:-

The offers shall be valid for 180 days. Validity of the offer shall be counted from the date of opening of bids.

22. AUTHORIZATION/LOCAL REPRESENTATIVE:-

Only authorized representative, possessing necessary authority letter from the Tenderer shall be allowed to participate in the tender opening.

23. ACCEPTANCE OF TENDER:-

The Board may reject any or all tenders or to accept any tender considering advantageous to Board whether it is the lowest offer or not.

24. CHANGE OF QUANTITY:-

The owner reserves the right to vary the quantities of any or all items as specified in the technical specification/schedules as may be necessary, based on owner's judgment. No correspondence shall be entered into, or discussed regarding quantity variation, no reasons will be assigned thereof.

25. POOL RATES:-

“The bidders are advise to quote their own individual rates, it may please be noted that if the same rate is quoted by more than one bidder, suggestive or a cartel, then such offers may not be considered by the Board. It may also please be noted that the competitive rate quoted by each tenderer may be one of the main criteria for quantity to be ordered on each of successful bidders.

SUPERINTENDINGENGINEER (O&M)
M.P.P.K.V.V. CO. LTD. UJJAIN CIRCLE

ANNEXURE-II

GENERAL TERMS AND CONDITION OF WORK PROPOSED

01. TRANSIT RISK:-

(a) Responsibility regarding covering of risk, during transit of material, shall entirely be, on the supplier. The Board/Company shall in any case not bear the transit risk/transit insurance charges

(b) REPLACEMENT OF GOODS LOST/BROKEN OR DAMAGED INCLUDING LOSS DUE TO FIRE:-

Notwithstanding anything herein contained, the supplier shall undertake responsibility for the safety of the material whether provided by Board/Company or brought by contractor, in good condition and without any loss or damages at the final destination and until the same is actually handed over to site-in-charge and procurement of completion certificates. In the case of transport damages/shortages, the payment shall be made only for the quantity erected in good and working condition.

02. INSPECTION AND TEST CERTIFICATES:-

(i) The lot of the procured material by the contractor shall be offered for site inspection by the Board/Company nominated officer before erection. The contractor shall extend all reasonable and necessary help to the officer of the Board/Company to carry out the verification.

(ii) An intimation about the activity as above shall be given to Engineer-in-charge with PCC to SE (O&M), MPPKVV Co. Ltd. Ujjain, by the contractor, so as to, reach him sufficiently in advance.

(iii) The contractor shall not erect the material unless specific clearance is issued by the Engineer-In-charge SE (O&M), MPPKVV Co. Ltd. Ujjain.

03. PENALTY:-

The time span provided for the execution of the contract shall be the essence of the Contract. In case of delay in execution or non-execution of the order, the Board will exercise its option and shall recover from the contractor towards liquidate damages a sum of ½% of the contract value per week of part there of subject to maximum of 10%.

04. PERFORMANCE GUARANTEE:-

04.1 If during the course of 12 months subsequent to the date of commissioning. Any of the goods found to be defective in material or workmanship or develops defects during service; they will have to be replaced by the contractor, free of all charges. All necessary arrangements on this account will be made by the contractors.

- 04.2 Further it is clarified that all the charges towards carrying out repairs including packing, forwarding loading/unloading shall be borne by the contractor. The amount deposit under security deposit clause shall also cover the performance guarantee of the whole system.
- 04.3 Kindly note that security deposit for this package will be released after the successful completion of performance guarantee period i.e. twelve months from first commissioning.
- 04.4 In case contractor does not performed the guarantee, actual cost of dismantling and replacement of these equipment/material with the new ones will be charges to the contractor's account
- 04.5 To and fro transportation cost of any failed equipment/new replacement may also be borne by contractor.
- 04.6 In the event of the contractor's inability to adhere to the aforesaid provisions, in addition to clause 4.5, suitable penal action may be taken against him, which may interalia, include blacklisting the firm for future business with the Board/Company for a certain period

05

SECURITY DEPOSIT:-

- 05.1 On acceptance of offer, the successful supplier of Board/Company will have to deposit an amount equal to 10% of the total value of the order minus the amount of EMD in favour of DD as security deposit. In this way the EMD is considered as part of the security deposit.
- 05.2 The Security deposit shall have to be deposited within 10 days of issue of order.
- 05.3 The Board shall forfeit the security deposit in the event of non-execution/part execution of the orders besides invoking the Penalty Clauses.
- 05.4 The Security deposit shall be returned to the successful tenderer only after due and faithful performance of the order as per terms and conditions of the order and on expiry of guarantee-period-provided there-are no claims outstanding to be recovered against the tenderer/suppliers. (This shall not be applicable in case of Permanent Security Deposit.)
- 05.5 No interest shall be paid by the Board/Company on security deposit/Permanent Security Deposit furnished by the suppliers/Contractors.

06. ARBITRATION:-

If at any time any question, dispute or difference, whatsoever shall arise between the Purchaser and the supplier, 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 of two arbitrators, one to be nominated by the Purchaser and the other to be nominated by the supplier or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration Act, 1940, and of the rules there under and any statutory modification thereof shall be deemed to apply. The arbitrators of the Umpire, as the case may be are bound to give a detailed speaking award assigning reasons for the findings.

Supplies under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise, directed in writing by the Purchaser or unless the matter is such that the work can not possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued

07. JURISDICTION:-

Any dispute or difference, arising under, out of, or in connection with this tender/contract shall be subject to exclusive jurisdiction of competent court at Ujjain only

UNDERTAKING

I _____ Sole proprietor/partner of M/s _____ is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

PLACE : _____

DATE: _____

SIGNATURE OF TENDER

NAME IN FULL _____

DESIGNATION/STATUS IN THE FIRM _____

COMPANY SEAL _____

GENERAL CONDITIONS OF CONTRACT

01. Compensation under Section – 12 Sub-Section (01) or the Workmen's Compensation Act.1923.

In every case in which by virtue of the provision of section 12, sub-sections (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 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.

02. **Minimum Wages** -

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

Explanation :-

A. Minimum wages means wage whether for time or place of work notified at the time of submission of tender for the work and where such wages have not been so notified, the wages prescribed by the State or labour department for the district or place in which the work is done.

B. The Contractor shall not pay less than the minimum wages to, workers indirectly engaged on the work including any work by his sub-contractors in connection with the said.

C. The Engineer shall have the right to deduct from money due to the contractor and 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 o the contract or non-observance of the regulation.

D. The Contractor shall be primarily liable for all payment to be made under and for the observance of the regulation aforesaid.

E. 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 law in force as amended up to date in the manner prescribed in relevant law.

3A. The contractor shall, at his own expense provide or arrange for the provision of safety appliances for doing 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 workers and recover the cost from the bill due to the Contractor.

3B. Whenever demanded by the Engineer in charge the contractor shall submit a true statement showing (1) No. of workers employed by him on the work (2) their working hours (3) the wages paid to them (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 them. 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.

04. **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 in to or may be entered in to by the contractor with the Company.

05. **Penalty for breach of contract -**

On the breach of any terms or condition of this contract by the contractor, the said 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 such due or which may become due to the contractor by Company or otherwise howsoever. The breach of any terms of any of these General conditions of the contract shall be deemed as breach of this contract. (Also refer special condition of contract).

06. Contractor's liability for making due arrangement of manpower – The contractor shall arrange well in advance to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, accident etc. It will be the responsibility of the contractor to keep available surplus workers to supplement the need as and when required.

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

The contractor shall indemnify and save the Company against all actions, suits, claims, demands, cost 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, his subcontractor on the works whether under the General law or under the Workmen's compensation Act, 1923 or any other status or law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.

On the occurrence of an accident which results in 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 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 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 the contractor is liable under this clause the contractor shall immediately notify 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, therefrom 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 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 money as may be 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.

08. **Law and Regulation -**

All work shall be executed in accordance with the laws in India relating to the work and rule and regulation thereunder and any statutory modifications thereof wherever they are applicable.

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 to 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 therefrom, 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 Engineer-in-charge that any sums have become payable thereunder and the amount which has become payable shall be final and binding on the contractor.

The provisions of Employees Provident Funds and Miscellaneous Provisions Act. 1952 are applicable in respect of work charges and NMR employees. The instructions are to be followed for statutory compliance and proper implementation of the E.P.F. Act.

- a. The definition of the word Employees include any person employed directly by the establishment on work charges/NMR or by or through the contractors including daily rates or piece rated employees.
- b. Every Employee shall have to be enrolled for the membership or employees Provident Fund from the date of his joining i.e. deductions towards E.P.F. are to be effected from the first day of employment.
- c. The contractor shall be responsible for deduction towards E.P.F. contribution from workers.
- d. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labor in accordance with the provisions of the law.

- e. A representative dully 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 Engineer of the work the amount of Members 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 labor employed by the Contractor or to the R.P.F. Commissioner authorities and recover the amount so paid from the contactor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

SPECIAL CONDITION OF CONTRACT -

- (1) The tendered should inspect the site before quoting the rates and should acquaint himself with the scope of work, method of execution and approach roads which are leading to the locations, so that no difficulty is experienced at the time of execution of the work.
- (2) No joints shall be permitted in the crossing span of cable.
- (3) Tenderer should have experience in executing similar type of works, in any of the Government organization, for which he should submit his credentials, certificate of completion of work.
- (4) During the execution of the work, the contractor shall have to observe utmost safety while carrying out digging and laying work of the cable, all the work shall be executed in the presence of Railway/MPPKVVCL representative.
- (5) The contractor should ensure that during the execution of work, either he himself is present at the site or his responsible engineer should always remain present at site. Co-ordination shall be maintained with this office for day to day planning and execution of the work, which is to be completed within the regretted period.
- (6) The contractor shall have to make his own arrangement for transportation of material, Tools, Labor etc. at site for execution of the work.
- (7) The work shall be carried out as per relevant IS, National Electric Code and Railway Code of Practice, as well as, as indicated in detailed specifications. The cable shall have to be laid in the ground as well as through the pipe as per track crossings regulations, 1987, IE rules IE-Act wherever applicable.
- (8) The contractor shall arrange at his cost all tools, plants and facilities as necessary for erection and testing of the equipment in compliance with the specifications.
- (9) Trimming of trees, where ever necessary, shall be done by the contractor before commissioning the underground cables for which no extra payment will be given.
- (10) Nominated vehicles & drivers will be utilized for work in the presence of at least one supervisor certified for such job.

- (11) Before and after laying the cable, the I.R. value should be checked and all the instruments for testing shall be arranged by the contractor.
- (12) While laying the cable, care should be taken that no tree roots come on way of the cable, as it may damage the insulation
- (13) Armoring of cable should be earth at both the ends.
- (14) While laying the cable it should be ensured that no obstruction should come in way like drainage, power cables, telecommunication cables etc. The water logging should be avoided.
- (15) The work under Railway Land Boundary is to be completed well before the target fixed by Railway Authorities otherwise any surcharge/Additional charge required by Rly. Will be borne by Contractor in all respect, as such every care shall have to be taken to maintain the completion period.
- (16) The contractor shall arrange at his cost all tools, plants and facilities as necessary for erection and testing of the equipment in compliance with the specifications except 11 KV 3x185 sq. mm. XLPE cable and jointing kit which are supplied by MPPKVVCL.
- (17) Any damage to Tele communication & OFC Cable of Railway while carrying out the work the responsibility for replacement will be borne by the Executing agency at his own cost.
- (18) MPPKVVCL reserved the rights to cancel any or all Tenders without assigning any reason at any stage.

SUPERINTENDING ENGINEER (O&M)
MPPKVV CO. LTD. UJJAIN CIRCLE

TIWARI/

**M.P.PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.
UJJAIN CIRCLE**

Sealed tender invites from the “A” Class electrical contractors in prescribed form applicable on payment of Rs. 1000.00 per document for the JOB WORK of 11 KV underground cabling work (XLPE Cable, 3x185 mm) (02 Nos.) for Railway crossing at SUNDRABAD-BADNAGAR Track Location No. 418/8 – 418/9 as per layout drawing.

SCHEDULE OF PRICES FOR SUPPLY OF MATERIAL & JOB WORK IN STN SCHEME. TENDER NO. SE/UC/04/T-5/16159 dtd. 21.12.10.

Sr. No.	Short Description of the work	Quantity	TO BE FILLED IN BY THE ENDERER	
			Rate of each including all taxes as applicable (Rs.)	Total Amount including all Taxes (Rs.)
	JOB WORK of 11 KV underground cabling work (XLPE Cable, 3x185 mm) (2 Nos.) for Railway crossing at INDORE-RATLAM Track Location No. 418/8 - 418/9 As per layout drawing enclosed			
01	Drilling of 2 No. Horizontal bore suitable for 225 mm dia R.C.C. Pipe across the Railway Track (1.9 below from ground level 5.43 Below from Track) by “boring using method” in all type of soil with filling of sand 29.68 m x 2 length	2x29.68 Mtr.		
02	Manual Excavation and back filling of pipe trench Suitable for 225 mm dia R.C.C.Pipe below 1.9 m from open ground (As per drawing) with laying and jointing of leak proof joints of 225 mm dia R.C.C. Pipe in the pipe trench 27.66m + 37.16 m = 64.82m x 2	2x64.82 Mtr.		
03	Fixing and jointing of vertical 225 mm dia R.C.C. Pipe with 11 KV D.P. Structure (As per drawing) 1.9 + 2.1 m = 4 m x 4 Below ground level above G.Level	16 No.		
04	Supply and laying of 225 mm dia R.C.C. Pipe with bends and joints with collar etc. below 5.43 Mtr. under Rly track and 1.9 Mtr below from ground level in open ground. On cost by contractor.	205 Mtr.		
05	Supply and laying of “Warning Bricks” Below and above the 225 mm dia R.C.C. Pipe (As per drawing) 27.66m + 37.16 m = 64.82m x 2 x 2	259.28 Mtr.		
06	Laying of 11 KV XLPE cable 185 sq mm (a) Through Horizontal Pipe 189.00 m (b) Cable loop at bottom of 11 KV D.P. 5m+5m 10 mtr (c) Vertical fixing clamping with both 11 KV DP by M.S.Angle / Channel 9.0m + 9.0 m	217 Mtr.		
07	Fixing of 11 KV cable Terminal Kit with both 11 KV DP structure with cable jointing compound filling etc. (Complete in all respect) The 11 KV Terminal Kit will be supplied by company	4 No.		
08	Providing separate earthing arrangement by G.I. earthing pipe 40 mm. dia, 3 Mtr. Long “A” class by digging holes of suitable for G.I.Pipes & 5 Kgs. Charcoal, GI Nuts & Bolts for earth wire 6 mm GI at both 11 KV DP for :- (a) Earthing of cable armoring at both cable ends (b) Earthing of both 11 KV D.P.Structure	4 Set		

09	Providing cable marker "DANGER-11000 VOLTS" for identification of underground cable crossing in "HINDI" and "ENGLISH" Between track and DP	16 No.		
10	Transportation of 11 KV cable (3x185 sq. mm XLPE Cable) from store Ujjain to site)	LS		
11	Total amount to accomplish the entire work			

Total amount to accomplish the entire work in words:- _____
in figure:- _____

NOTE:- (Bidder should note that the price quoted under head of " Total amount to accomplish the entire work" will be the only base amount for comparing & evaluating the lowest price).

CONDITION

- 01 FOR Area Stores/ as per site.**
02 Delivery Maximum _____ days.
03 Validity of rates _____ days.

Signature : _____

Name of Tenderer : _____

Address : _____

: _____

Telephone No. : _____

Mobile No. : _____

TIWARI/