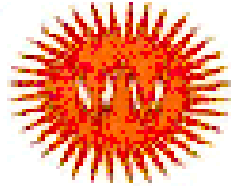


OFFICE OF THE E.E.(O&M) INDORE
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd.

G.P.H. Compound, Pologround, Indore



Tender Specification No. EE/O&M/PUR/01/25-05-2011

Due for opening on: - 20-06-2011

Outsourcing of operations of 33/11 KV
Sub-stations of Indore O&M Division

Issued by:

The Executive Engineer (O&M)

M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,

Indore (M.P.)

Ph. No.: 0731-2421680.

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BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Outsourcing of operation and minor maintenance including manning, watch & wards of 33/11 KV substation of Indore O&M Division.
Tender Specification number	EE/O&M/11/PUR/01/25-05-2011
Date of Sale of Tender documents	From 27-05-2011 to 20-06-2011 upto 12.00 Noon
Last Date of Bid Submission (Date & Time)	20-06-2011 at 3.00 PM.
Due Date of Opening of Technical & commercial bids	24-06-2011 at 3.30 PM.
Cost of Tender Documents	Rs. 3,000/- plus Rs. 300/- extra if desired by post.

Tender Notice



**OFFICE OF THE E.E.(O&M) INDORE
PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGROUND, INDORE**

(Ph. No: 0731-2421680)

No. EE/O&M/11/PUR/01

Indore, dated: **25-05-2011**

NOTICE INVITING TENDERS

The following tenders are invited for supply of material and on turnkey basis. The details of materials and works are as here under: -

Sr. No	T.S. No.01/EE/O&M/11/Indore	Name of Item / work	Approx. Value (Rs. Lacs)	EMD (Rs.)	Tender Fee (Rs.)	Last date for submission up to 3:00 PM & opening at 3:30 PM
1	01	Outsourcing of operations of 33/11 KV Sub-station of Indore.	38.00	15,000/-	1,000/-	28-06-2011

Pre bid conference for above tenders will be held on **10-06-2011** at 11.00 AM.

Note: - Full details of technical specifications, qualifying criteria, are available on our website- www.mppkvvcl.org. The tender documents must be purchased from the Executive Engineer (O&M) Division, M.P.P.K.V.V.Co.Ltd., G.P.H. Compound, Polo-ground, Indore from dated **28-05-2011** on payment of non refundable tender fees as specified against the respective tenders, between 11.00 Hrs. to 17.00 Hrs. on all working days. Further, if required by post Rs. 300/- shall be payable extra. The last date of selling of tender documents shall be 12:00 Noon on due date of opening of respective tenders. **The tender document downloaded from website will not be entertained. In case of any ambiguity, the terms & condition mentioned in the tender document will be final.** The payment towards EMD / Cost of Bidding Document shall be made by crossed Demand Draft in favour of M.P.P.K.V.V.Co.Ltd., Indore payable at Indore. Cheque / Cash / Postal orders will not be accepted.

www.mppkvvcl.org

//Save Electricity//

**Executive Engineer (O&M)
MPPKVCL.Indore**

T.S. No. EE/O&M/11/PUR/01/25-05-211 due on 28-06-2011

*Outsourcing of operation and minor maintenance including manning, watch & wards of
33/11 KV substation of Indore O&M Division*

OFFICE OF THE EXECUTIVE ENGINEER (O&M) DIVISION,
M.P.P.K.V.V.C.L.
G.P.H. COMPOUND, POLOGROUND, INDORE

Postal Order/Demand Draft No.....

Tender issued to M/s
.....
.....

TENDER FORM

The undersigned hereby tender and offer, the **EE (O&M) Division, Indore** to supply the manpower for operation and maintenance 33/11 KV sub-station and execute/do several works and things, which are described or referred to at various places in the tender document No. EE(O&M)/11/PUR/01 dated 25-05-2011, which, under the terms thereof are to be supplied, executed and done by the contractor; and to perform and observe the provisions and agreements or the part of the contract contained in, or which can be reasonably inferred from the said tender documents, for the sums and at the rates set out in Schedule –I annexed here to.

The information desired in the Schedules enclosed with this tender document has been fully furnished (if the desired information is not submitted, the answer to various question may be taken so as to be advantageous to the Company unless contrary is mentioned in the body of the tender).

We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document and in any subsequent communication from MPPKVVCL in this regard (if any). Our technical proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communication from MPPKVVCL in this regard (if any).

We hereby undertake that the information submitted in our offer is complete and correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer. We agree that, in case of any ambiguity/ incompleteness found in the information furnished by us in the offer, same shall be interpreted by MPPKVVCL to its advantage. We agree to abide by all your tender / order terms and conditions.

Date the Day of.....

BIDDER’S SIGNATURE
(With Seal)

Bidders Address: -
.....
.....

SECTION-I
ELIGIBILITY CRITERION

1. GENERAL

- (i) Bidding is open to an individual, firm or company, which meets prescribed qualifying requirements.
- (ii) Joint ventures / Consortium or partnership firm shall not be permitted to participate.

2. FINANCIAL ELIGIBILITY

- (i) Individual, firm or company intending to participate in the bid must have minimum annual average turnover during any two financial years in last three years i.e., year 09-10, 10-11, as follows: -

No.	Name of Division	Minimum annual average turnover required during any two financial years in last three years i.e., year 09-10,10-11 (Rs. Lacs)
1	O&M O&M, Indore	4.00

- (ii) The bidders must submit at least two copies of their profit and loss account duly certified and balance sheet for last three financial years as mentioned above.
- (iii) If the bidder is willing to participate in more than one group the financial criteria will be the sum of the respective groups.

3. TECHNICAL ELIGIBILITY

- (i) The bidder should have valid "A" class Electrical License / Supervisory License in his name from the Electrical Inspectorate of Govt. of M.P.
- (ii) The bidder must produce registration certificate of excise department for payment
- (iii) The bidder must have PAN No. & must submit latest Income Tax finalized return.
- (iv) The bidder must have similar type of experience of outsourcing work for which necessary documentary evidence must be produced.

SECTION-II

GENERAL INSTRUCTIONS TO BIDDERS

The Executive Engineer (O&M) Division, M.P.P.K.V.V.C.L., Indore on behalf of “**The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore**” here-in-after referred to as “**Company**”, will receive sealed tenders / bids for fixing of Rate Contract for Outsourcing of operation and minor maintenance including manning watch & work of 33/11 Substations as per the specifications and scope of work, at various places under the geographical area of Indore O&M Division.

1. GENERAL

- (i) The bidders are requested to ensure that they furnish the offer in duplicate and each page of the tender should be signed and duly stamped by the bidder. Any over corrections / overwriting should be signed by the bidder. An offer with corrections / overwriting without signature of the bidder is likely to be rejected
- (ii) The Bidders are requested to ensure that all required schedules duly filled-in, are submitted with the offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
- (iii) Transfer of the documents purchased by one bidder to any other bidder is not permissible.
- (iv) Before submitting the tender, the bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of site and locality of work. It must be ensured that all conditions that are likely to be encountered during the execution of work have been taken into consideration and the quoted rates are adequate to meet all the contractual obligations under this contract.
- (v) The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the contract and made himself aware of the scope and specifications of the work to be done, and all other factors having a bearing on the execution of works.
- (vi) The EE will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the contractor is found later to have misjudged any condition(s).

2. NAME OF THE WORK

- (i) Outsourcing of operation & minor maintenance including manning, watch & ward of 33/11 KV Sub Stations of Indore O&M Division.

No.	Name of Division	No. of Sub - Stations
1	O&M Division, Indore	24

- (ii) The number of substation are tentative and can vary.

3. **EARNEST MONEY**

Earnest Money as specified below in the form of Crossed Demand Draft on any schedule bank drawn in favour of MPPKVCL, Indore should be enclosed with the Tender: -

No.	Name of Division	Earnest Money required
1	O&M Division, Indore	Rs. 10,000/-

Bidder should submit single EMD amounting to the sum of EMD required.

Tenders not accompanied by such Bank drafts towards Earnest Money will be rejected. The Bid security will be refunded in the case of unsuccessful tenders after finalization of tenders and it will not carry any interest.

The Earnest Money will be forfeited in the following cases: -

- (i) If the successful tenderer does not produce the operator / personnel (to be engaged under the Work Contract) within stipulated time on issuing of the order by the Field Engineer of MPPKV Co. Ltd. and further action will be taken to award the work elsewhere.
- (ii) When the successful tenderer fails to furnish the performance security within specified period after issue of letter of intent / acceptance letter.
- (iii) When the tenderer alters his prices or withdraws his offers during the validity period.

EE (O&M), MPPKVCL, Indore reserves the right to decide and award the work elsewhere.

4. **TAXES AND DUTIES**

- (i) All taxes and duties should be included in the quoted prices. Any kind of taxes and duties shall not be paid extra.
- (ii) The price quoted by bidder must be inclusive of cost of Service Tax (even if the service tax is payable by the company). Any service tax imposed on the company as a result of this outsourcing arrangement with the Contractor, will be deducted by the company from the bill of the Contractor, and remitted to the concerned tax department. If any liability is raised by the concerned tax department on account of Service Tax at a later date, the amount of liability will be recovered from the Contractor's pending bills/ security deposit, or recovered in any other manner as may deem fit. This clause will survive the termination of this agreement for whatever reasons.
- (iii) If any new statutory / Govt. levy is introduced during the contract period the difference of such tax already accounted for by the Bidder in his Bid and new / revised rate if any shall be considered for reimbursement or pay back as the case

may be at actual on documentary evidence, provided they are directly affecting the cost of the work.

5. **AMENDMENT IN SPECIFICATION**

The EE (O&M) MPPKVVCL, Indore may revise or amend the specification, prior to the date notified for opening of tender. Such revision/amendment, if any, will be communicated to all those who have purchased the tender documents as Amendment/Addendum to the invitation of tender.

6. **BIDS RECEIVED BY MESSENGER**

When tenders are delivered by a special messenger, the same should be dropped in the Tender Box, kept in the EE (O&M), MPPKVVCL, Indore on all working days indicated in tender notice between 10-30 hours to 15 hours only. **Nobody is authorized to receive or grant receipt for tender delivered by hand**

7. **TELEX/TELEGRAPHIC/FAX BIDS**

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

8. **DELAYED/LATE BIDS**

The EE (O&M), MPPKVVCL, Indore shall not assume any responsibility for any postal delays either for the late receipt of documents by bidders or late receipt of bids by the MPPKVVCL, Indore. **No extension in time shall be granted on such grounds.**

9. **ALTERNATIVE BIDS**

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

10. **MISTAKES IN BIDS**

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, the amount quoted in words would prevail. However, company may, in its sole discretion, take any other interpretation, or reject such offers.

11. **LUMP SUM BASED BIDS**

In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, MPPKVVCL, Indore can summarily reject such incomplete tender.

12. **PRINTED TERMS AND CONDITIONS IN BIDS**

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

13. **ALTERATION – CORRECTION IN BIDS**

No alteration/correction in the tender document will be permitted.

14. **INCOMPLETE BIDS**

Tender which is incomplete or obscure is liable for rejection.

15. **ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF**

The EE (O&M), MPPKVVCL, Indore reserves the right to accept/reject wholly or partly any tender without assigning any reason whatsoever. The MPPKVVCL, Indore in this regard shall not entertain any correspondence.

16. **AMBIGUITIES IN CONDITIONS OF BIDS**

In case of ambiguous or self contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the EE (O&M), MPPKVVCL, Indore, may be taken without any reference to the tenders.

17. **DISQUALIFICATION OF BIDS**

A bid which gets opened before the due dates as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, i.e., when a bidder does not comply, tender will be rejected.

18. **LANGUAGE OF BIDS**

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

19. **QUESTIONNAIRE FILLING IS ESSENTIAL**

It is compulsory on the part of the bidder to furnish all details as per the "Questionnaire"/ Information in Schedule II & III. In case, this is not filled up and enclosed with the bid, the offer is liable to be rejected.

20. **DEVIATIONS FROM TERMS/CONDITIONS**

Offers with deviation in the terms of payment, liquidated damages, security deposit are liable to be rejected outright.

Should the bidder desire to depart from other conditions and/or technical specifications in any respect, he shall draw attention to such deviations as per Schedule III part "B" and "C" stating fully the reasons thereof. Unless this is done, these conditions and specifications will hold good, as acceptable to the bidder.

It may clearly understood that, even if deviations have been mentioned anywhere in the offer, the same shall not be taken into cognizance unless the same are specifically mentioned in the deviation schedule(s). Deviation Schedules must be duly stamped & signed (even when all terms and condition acceptable).

21. **SUBMISSION OF BIDS**

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

Part-I shall contain "EARNEST MONEY DEPOSIT"

Part-II shall contain "COMMERCIAL BID AND THE TECHNICAL BID"

The details about these two bids are discussed in Section –III & IV respectively. Relevant information that the bidders are required to submit, comprises duly filled-in Questionnaire, all schedules and any other the information that is sought in the tender.

Part-III shall contain “**PRICE BID**”, in the price Schedule. The bidder shall ensure that the prices/rates are filled in accordance with the Proforma for “**Price Schedule**” i.e., Schedule-I.

- (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 of 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 show 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 sealed envelopes and these envelopes shall be properly superscribed as **Part-I “Earnest Money Deposit”, Part-II “Commercial Bid and Technical Bid”** and **Part-III “Price Bid”** Each envelope shall also be superscribed with name of the work and TS number for which the tender is submitted, the name of the said bidder and the date of opening, as advertised. **The tender i.e. the three parts shall be submitted each in duplicate.**

The above three envelopes, duly sealed, are to be kept again in one envelope called main envelope and sealed. This envelope should be properly super scribed 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 work and bidder. Details of Earnest Money Deposit, and due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that MPPKVVCL, Indore’s PAYMENT TERMS, PENALTY and SECURITY DEPOSITCLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in following manner: -

Tender Specification No. EE/O&M/11/PUR/01/25-05-2011

Due For Opening On-

For Procurement Of-

This Envelope Contains 3 Separate Envelopes For

Part I. “Earnest Money Deposit”

Part II. “Commercial And Technical Bid”

Part III. “Price Bid”

To,

The Executive Engineer (O&M)

M.P.P.K.V.V.Co.Ltd., Industrial Area, GPH Compound,

Polo Ground, Indore (M.P.) 452003

It is certified that we unconditionally agreed the following clauses of Tender Specification: -

- | | | |
|-------|-----------------------|-----------|
| (i) | PAYMENT TERMS | : AGREED. |
| (ii) | SECURITY DEPOSIT | : AGREED. |
| (iii) | PENALTY | : AGREED. |
| (iv) | PERFORMANCE GUARANTEE | : AGREED. |

EMD has been deposited in the form of -

Signature Of Bidder
Status And Company's Seal

- (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 liable to be rejected.

22. 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 bidders or their authorized representatives who may be present. If the due date of opening / submission of tender documents is declared as holiday by Central / State Govt. or local Administration, it will be automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent day, in case the opening of the entire tender is not completed on the day 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 reasons thereof. However, due intimation shall be given / published in News-Paper in such a case.

23. OPENING OF EMD AND COMMERCIAL AND 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 and Technical Bid, shall be opened on the same date in respect of eligible bidders.

24. OPENING OF PRICE BID

The price bid shall be opened only after evaluation of technical and commercial bid either on the same date or subsequent date to be notified separately.

The offers which are in conformity with important commercial terms and conditions including Payment terms, Penalty, Security Deposit and Performance Guarantee clause of Tender specification and exactly as per our technical specification, shall be eligible for opening of their Price Bid.

25. CANVASSING OF BIDS

- (i) Tender shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own

interest, to refrain from contacting by any means any of the Company's personal or Representative, on matters relating to tender under process.

- (ii) The company desires to deal directly with the bidder to avoid delay in decision making. It will be in the interest of bidder to avoid liasioner/commission agent.

26. VALIDITY OF BIDS

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

27. AUTHORISATION/LOCAL REPRESENTATIVE

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

28. ACCEPTANCE OF TENDER

- (i) The MPPKVVCL, Indore may reject any or all tenders or to accept any tender considering advantageous to EE (O&M) MPPKVVCL, Indore whether it is the lowest offer or not.
- (ii) The EE (O&M) MPPKVVCL, Indore may split the quantities against the tender on more than one firm for the same work. No reasons shall be assigned by the EE (O&M) MPPKVVCL, Indore for this and the same will be binding on the bidders.
- (iii) The successful bidder would have to execute an agreement as per company's rules, within 15 days of the intimation being given to him regarding acceptance of his bid, for successful completion of the work.

29. CHANGE OF QUANTITY

The Company reserves the right to vary the quantities of any or all items/ work as specified in the technical specification/schedules as may be necessary, based on Company's judgment. No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

30. PURCHASE OF TENDER DOCUMENT

It is necessary to purchase the tender documents from this office, tender documents from web site will not be accepted as it is for guidance only.

SECTION-III

GENERAL TERMS & CONDITIONS OF CONTRACT

1. RATES

- (i) The rates quoted shall be for each group indicating per 33/11 KV sub-station per month & must be applicable for all sub stations of the group and shall be FIRM and inclusive of service tax and all other applicable taxes & charges.
- (ii) The tenderer can quote the rate for minimum any one group of circle but part participation in the group will not be considered.

2. PERIOD OF CONTRACT

- (a) The contract period shall be **eight months** starting from the date of handing over of substation under contract or date of agreement whichever is later. The detailed work orders will be placed by EE (O&M) indicating the name of 33/11 S/s, financial commitment and procedure of making payment after due verification & passing the bills and ensuring compliance / observance of statutory requirement.
- (b) It shall be the responsibility of contractor to ensure compliance of all labour / Industrial and other enactments rules and orders enforced regarding condition of labour, supply of goods, safety and security of people and property etc. during 24 hours / round the clock during contract period.
- (c) The contract will be liable for termination at any time during the period of contract and without liability of compensation for the balance period if the work is not carried out satisfactorily in accordance with the rules in vogue.

3. SECURITY DEPOSIT

The contractor will have to deposit an amount of @ 5 % (five percent) of the value of the contract in the form of Demand Draft or Bank Guarantee from Nationalized Bank as Security Deposit, within 10 days from the date of order in the office of EE (O&M), for proper fulfillment of the contract. The same will be refunded after satisfactory completion of the contract. The performance security deposit shall be forfeited if the successful tenderer fails to fulfill the terms of the contract.

4. UNDERTAKING FOR MINIMUM WAGE & GOVERNMENT RULES

The bidder shall have to submit an undertaking in format given in Schedule-IV (B) on non-judicial stamp paper of Rs. 100/- mentioning that in case of order placed on them, they will follow minimum wage rules and other rules & guidelines issued by Govt. of India / Govt. of MP.

5. DECLARATION OF RELATIONSHIP

- (i) The tenderer should disclose his relationship with officers / official of the M.P.P.K.V.V.Co.Ltd., if any with tender.
- (ii) The bids not accompanying the above certificate will be rejected. The declaration must be furnished in the format given in Schedule-IV (A). Any false information

furnished in the declaration, disclosure, if revealed later the contract shall be liable to be terminated and the company will be entitle for recovery of damages.

6. AGREEMENT

The successful Tenderer should enter into an Agreement with Superintending Engineer (O&M) of the area on Non-judicial stamped paper of value specified by the MPPKVV Co. Ltd. within 10 days of receipt of letter of intent / work contract failing which the contact will be cancelled.

7. TERMS OF PAYMENT

- a) 90 % Assured Payment will be arranged within 45 days from date of the acceptance of clear completed bill submitted by Contractor and duly certified by Engineer-in-charge of Sub-station. The balance 10 % will be made subject to completion of all statutory obligations.
- (i) Payment for the work done will be made by Cheque / Demand Draft. The commission charges of Bank shall be on account of Tenderer.
- (ii) All statutory deductions towards Income tax or any other tax as per rules will be deducted in the bills.
- b) The MPPKVV Co. Ltd. will not however pay any extra charges for any other reasons, in case the Tenderer is found later on to have misjudged the work materials to execute the work. The rates quoted by the tenderers shall be firm for complete period of work.
- c) The insurance charges and relevant EPF contribution for the personal engaged by the Tenderer are to be borne by the Tenderer only.
- d) Whenever it is found that the Tenderer has received any excess payment by mistake, MPPKVV Co. Ltd. reserves the right to recover from tenderer.
- e) The successful Tenderer is bound to make payment to his employees engaged for the work not less than the wages fixed by Collector of the District. **If rates offered by bidder are such that proposed wages to the employees are less than minimum wage fixed by the collector in that case the bidder will have to submit satisfactory justification alongwith the offered rates in part-III separately.** Any change in rate fixed by the collector shall not affect rates offered by contractor for period of contract. The payment of wages should be made in presence of Board / Company officer.

8. PENALTY

- (i) The operation of sub-stations have to be carried out effectively and efficiently. Any lapse will attract a penalty to an extent of 5 % of monthly bill at the discretion of concerned officer incharge and recoverable in the monthly bills.

9. EXTENSION ORDER

The company reserves right to place extension order to further two months period or part thereof on same rates, terms & conditions.

10. STATUTORY RULES, ACT & REGULATIONS

- The tenderer shall indemnify MPPKVV Co. Ltd. against all claims which may be made under the Workmen's Compensation Act or any statutory modification there of or rules there under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this work contract including medical claims raised by the contract labourer arising out of and during the period of engagement. In all cases of personal injury to workmen employed by a tenderer on the work for which the tenderer is liable to pay compensation under the Workman's Compensation Act.
11. The Tenderer shall indemnify MPPKVV Co. Ltd against all claims which may be made under the payment of wages Act / minimum Wages Act and Child Labour Act or any statutory modification thereof or Rules there under or otherwise for in respect of any damage or compensation arising in consequence of any dispute under these acts.
 12. The Tenderer shall indemnify the M.P.P.K.V.V.Co.Ltd., against all claims which may be made in respect of any person employed by the Tenderer on these works towards insurance charges or claims whatsoever.
 13. The rates and prices quoted by the tenderer while submitting the tender shall be firm till the contract completed. The quoted rates shall be binding on the tenderer.
 14. The Tenderer has to obtain necessary license and competency certificate from the Electrical Inspectorate to handle the lines, equipment by the workers employed by him as per I.E. Rules. **The minimum eligibility of the personnel engaged** shall be verified by concern Officer In-charge of D/centre.
 15. The Tenderer shall be responsible for any accidents caused to the personnel and damage to equipment during the period of contract. The contractor will be responsible for the loss sustained by M.P.P.K.V.V.Co.Ltd., due to damage to equipment on account of Mal operation.
 16. The Tenderer has to make Insurance coverage of employees and against accidents that may occur while carrying out the operation and other allotted duties of the Sub-station.
 17. The Tenderer should follow all the Labour Laws. Act and Rules & Regulations that are relevant and necessary for carrying out the operation & other works of the allotted works of the Sub-station. M.P.P.K.V.V.Co.Ltd., will have liberty to recovery penalty in case of any failure of implementing rules. It will also be obligatory on part of the tenderer to ensure compliance of all legislations applicable to such works and for the time being inforce and any other law which may become applicable in future.

18. The tenderer shall follow the provisions of Industrial Disputes Act / MPIR 1960 / M.P. Industrial employment standing orders rules / contract labour [Regulation & Abolition Act 1970] and other various labour laws inforce.
19. The Tenderer shall be responsible for payment of compensation to his employees under workman compensation act in case of any accidents while carrying out the operation and other allotted works at Sub-station. The EE (O&M) M.P.P.K.V.V.Co.Ltd., will in no way responsible for any such compensation.
20. For any failure of implementing the statutory rules and regulations by the Tenderer the EE (O&M) MPPKVV Co. Ltd will be at liberty to recover such amounts from the bills or security deposits of the Tenderer or any other payment available with the Board / Company in the name of contractor.
21. The Contract will be liable for termination if the work is not carried out satisfactorily and in accordance with Rules & provision.
22. The Tenderer shall note that in case of carrying out the work in the vicinity of equipment in service, care must be taken to avoid any accidents. If any work is to be done on any of the equipment, the tenderer / his representative shall ensure that such works will be carried out only after taking proper clearance from competent officers / official. It may clearly be noted that in no case the EE (O&M) M.P.P.K.V.V.Co.Ltd., will be responsible for any accidents that may occur due to mal operation and for any compensation to be paid arising out of accidents.
23. No child labour should be employed. Registration of contractor with Labour Department is compulsory and contractor should obtain a license issued by Asstt. Labour Commissioner of the area.
24. The successful tenderer shall be responsible for engaging employees at his choice. Under no circumstances, the employee of the successful tenderers shall be considered as M.P.P.K.V.V.Co.Ltd., employee. The tenderer shall make it clear to the operator/ personnel engaged by him that they are his operator/ personnel and EE (O&M) M.P.P.K.V.V.Co.Ltd., has nothing to do with their employment or any other claims.
25. (a) The Tenderer shall provide required personnel with minimum qualification having line work and they will be examined for their knowledge for various operations in the substation concerning to the breakers, isolators, issuing of line clear etc. by the Officer In-charge concern and if performance not found up to the mark, he should be replaced..
(b) Each personnel deployed by the Tenderer should be issued identity card with passport size photograph affixed on it and duly attested by the tenderer. A photo copy of such identity card to be given to Officer-in-charge of 33/11 KV sub-stations M.P.P.K.V.V.Co.Ltd.,

26. EE (O&M), M.P.P.K.V.V.Co.Ltd., Indore has got rights for any negotiation in respect of Rates and eligibility criteria in the best interest of Company. M.P.P.K.V.V.Co.Ltd., reserves the right to cancel or reject tender(s) without assigning any reason and without being liable to refund the cost of Tender document there upon.
27. Any other terms and conditions as per M.P.P.K.V.V.Co.Ltd., Rules and Regulations, not covered herein will be binding on the tenderer.
28. The personnel engaged by the Tenderer shall be courteous, obedient and sincere to the M.P.P.K.V.V.Co.Ltd., Officers / Officials while discharging the duties entrusted to them. In case of any misbehaviour by any of the person engaged by the tenderer the tenderer shall take full responsibility in replacing the concerned with a suitable trained person.
29. The tenderer shall arrange the cleaning work of the control room and its surroundings besides planting small flowering plants on the premises to have better appearance of the substation and watering to the plants, removal of grass rooting etc. from the S/S yard and also watering regularly to earth pits.
30. All disputes arising out of this contract should be decided in the courts situated in Distt. H. Q. in which 33/11 KV Sub-station is situated.
31. The tenderer will provided all necessary ISI marked safety appliances to the engaged employees and to ensure safety measures to follow in attending the work by the contract Labour.
 - I. The performance of the Contractor will be reviewed by Officer In charge and Assistant Engineer every three months or earlier and if found unsatisfactory the agreement will be terminated with a notice of 30 days.
 - II. At the end of the every month the contractor shall give the following reports for which the formats will be given from time to time by EE (O&M) M.P.P.K.V.V.Co.Ltd., Indore.
 - 1) Maximum / minimum voltage during the month with date and time on 33 KV/11KV
 - 2) Maximum / minimum load on each feeder during the month with date and time of 33 / 11 KV. S/s.
 - 3) Unbalanced load noticed on 11 KV feeders, if any
 - 4) Break downs on 11 KV Feeders during the month
 - 5) Momentary trippings in the month
 - 6) Any other reports in vogue to be specified by Executive Engineer.

-Sd-

Executive Engineer (O&M)
MPPKVVCL Indore.

SECTION -IV

SPECIFICATION & SCOPE OF WORK

The scope of works covered in the operation of the 33/11 KV Sub-stations are as under: -

A. OPERATION & MAINTANING RECORD

- 1 Recording of meter readings at hourly intervals as specified by the officers of Company and maintaining records in log book by the shift operator for voltages, load in Amps, power Transformer Temperatures, reading of 30 V. Battery chargers etc.
- 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.
- 3 Recording of all tripping of each breaker, relay indications, and other events occurred in the order of sequence correctly and neatly with time in hour and minutes in the log book.
- 4 Recording of all operations carried out daily, correctly accurately and neatly in log book with time in hour and minutes.
- 5 Staff have to follow the operating instructions given by the officer in-charges to carry out the operations like charging of circuit breakers (MOCB/SF6/VCB) and other equipments, renewal of fuses, issue of permits for shutdown/line charging etc.
- 6 Must have to observe all safety precautions and ensure safety of men, materials and equipments during the contractual period.
- 7 Must have to attend all emergencies that may arise during the contractual period, such as equipment failure, fire accidents and shall be acquainted with all operations such as isolating the transformer and other equipment and use of fire extinguisher etc. However, minor T & P required for the day to day work shall be arranged by the contractor.

B. CHECKING & MINOR MAINTENANCE WORK

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. Sweeper/Gardner and material required will be at Contractor cost.

C. SWITCH YARD

- 1 **General cleaning, picking, cutting, vegetation growth in switch yard every month and time to time as and when required Switch yard must be kept clean and no grass/vegetation growth be allowed throughout the contractual period.**
- 2 Checking of the switch yard at regular intervals, recording and reporting of any unusual observations, defects sparks, loose bolts nuts etc. and informing the same to the concerned officer.

- 3 Checking of AC / DC fuses on panel Board, renewal of fuses if required as per instruction of officer in charge.
- 4 Shall have to attend all telephone calls and issue/receive messages promptly. The payment of P & T telephone bill upto Rs. 500/- per month will be made by the Company. Excess amount over Rs. 500/- per month will be recovered from the contractor. The record of telephone calls shall be maintained by operator.
- 5 The operator shall have to prepare daily reports in the prescribed performa in duplicate and submit to concerned officers.
- 6 The operator shall be held responsible for security of the equipments and other material available within the sub- station premises.
- 7 The contractor shall be held responsible for any damage occurred due to maloperation of equipment and shall make good the losses suffered by the company.
- 8 The operator should be alert and intimate the events related with power supply without any delay to the concern.

D Apart from above, the contractor will carry out following checks/special maintenance works during the contractual period.

- 1 Checking and reporting of oil level in the equipment and leakage, if any.
- 2 Checking, recording and reporting of unusual internal noise. Any unusual sound in Power Transformer and breakers, leakage of oil and gas must be intimated to concerned officer immediately.
- 3 Checking, recording and reporting of leakage from pressure relief diaphragm of power transformers.
- 4 Checking of D.O. fuses and renewal of fuses in consultation with concerned officer.
- 5 Checking the condition of silicajel.
- 6 Checking of unusual noises of sparks at HV or LV side bushing of power x'mer.
- 7 Checking healthiness of battery charger and cells of the batteries.
- 8 Alarm bell test for annunciation & trip ckt. healthy must be checked in all panels.
- 9 Checking of the yard lighting.
- 10 Any other works of Emergency nature or changes as per the direction of concern officers of the Company.

E 33/11/ KV EQUIPMENTS

- 1 **Circuit Breaker:** - Checking of the healthiness of trip circuit, SF6 gas pressure and leakages, if any including other works specified by the EE/AE/JE.
- 2 **Battery sets:** - Taking specific gravity and voltage of pilot cell daily and all Cells of sets weekly, checking of DC voltages daily.
- 3 **Earth Pits:** - Daily Watering of earth pits, wherever Company's water source is available can be used by the contractor.

F GENERAL VISUAL CHECKS/MAINTENANCE

Any other minor works allotted by the concerned SE/EE/AE.

G **MANPOWER & SECURITY**

- 1 The contractor will be responsible for all operational and minor maintenance and supervisory works. The shift operator should not leave Sub-station without a substitute deputed by contractor. The contractor shall be responsible to ensure that proper arrangements of shift in-charge for shift duties are made and at no time the Sub-station to be left unattended.
- 2 The persons deputed as shift in-charge shall be well conversant with the operation of fire fighting equipment and the contractor shall keep the fire fighting system intact and utilize whenever necessary.
- 3 Operating personnel shall report to the concerned officer in-charge the important occurrences, breakdowns and defects observed within the Sub-station premises.
- 4 The telephone communication, system should entirely be utilized for Company's work only. If it is observed that the same have been used for any other purposes the recovery for such usage shall be made from the contractor. Any instructions/messages to the Sub-station shall be received and followed strictly.
- 5 The routine & scheduled, periodical maintenance will be done by the Company staff. However the help of available staff has to be given by the contractor as and when required for any type of maintenance work.

H **SPECIAL TERMS & CONDITIONS**

1: **[a] In the event the EE find that the personnel engaged at any stage is not adequate and that the contractor has not taken due action to engage the required personnel inspite of notice given to him by the Executive Engineer, the EE 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.**

[b] Tenderer would issue appointment letters to his employees and copies of the same shall be made available to the company. In the appointment letter the tenderer would specifically prescribe that the appointment is for a specified period and would come to an end automatically as and when his contract would come to end.

- 2 The hours of work for the labour engaged by the contractor shall conform 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 Factory Act and the minimum wages act. 1948 or any other similar law in force as amended up to date.
- 3 Every employee shall have to be enrolled for the membership of employees, provided fund in accordance of the provision or "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.
- 4 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.E. authorities together with an equal amount contribution by himself and show records to this effect as and when desired.
- 5 The contractor shall be responsible for payment of wages to each worker engaged by him as contract labour in accordance with the provisions of the law.

- 6 A representative duly authorized by the M.P.P.K. V.V.CO. LTD. shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
- 7 In case the contractor fails to make payment of wages of remittance of E.P.F contribution in accordance with the provisions of the law, the Principal employer shall make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor to the E.P.E. commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debit payable by the contractor.
- 8 The contractor shall obtain necessary license and competency certificate from the electrical inspectorate to handle the lines equipment to the workers employed by him.
- 9 The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the Company with any of the nationalized general insurance companies 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.
- 10 During the continuance of the 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 becomes due.
- 11 In every case in which by virtue of the provision ; of section 12, subsection (10 of the workmen's compensation Act. 1923 the Company is obliged to pay compensation to workmen engaged by the contractor in execution of the works, the Company will recover from the amount of the compensation so paid 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 or the contractor whether this contract or otherwise. Company shall not be bound to context any claim made against it under section 12, subsection (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.
- 12 At the time of taking over of the 33/11 KV substation by the contractor, a list of each and every equipment spares & fixtures etc. will be prepared jointly by the contractor and EE 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 Sub-station.
- 13 The equipments and control Room handed over to contractor and other things connected there shall remain at the risk and sole charge of the contractor till completion of contract period and till completion certificate has been obtained from EE. Until such delivery of the substations, 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.
- 14 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 for otherwise howsoever.
 - 15 The contractor shall not issue any line clear permit without consent of the Company officials, However, the shift personnel should give line clear permit with consent of MPPKVV Co. Ltd. officer in the proper format whenever it is requisitioned by the proper authority duly following all precautions for isolating the circuit such as Tripping of the breaker and opening of isolator and proper earthing of equipment etc.
 - 16 The period of the contact shall be from the date of taking over of Sub-station for a period of 4 months or part thereof.
 - 17 The concerned S.E. will be final authority for deciding disputes, if any, arising out of the contract between the company and contractor.
 - 18 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.
 - 19 The materials like transformer oil, silicajel SF6 Gas will be supplied by the Company without any extra cost. Available furniture will be issued to the contractor without any extra cost.
 - 20 Transport of personnel will be arranged by the contractor at his cost.
 - 21 Printed stationary such as Log Sheet permit book etc. will be provided by the Company. Unprinted stationary will have to be arranged by the contractor.
 - 22 In case of any theft contractor will lodge the complaint with police department however contractor will 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.

-Sd-

Executive Engineer (O&M)
MPPKVVCL Indore

SCHEDULE-I
PRICE SCHEULE

S. No.	Description of Work	No. of 33/11 KV S/s to be outsourced	Monthly FIRM Rate inclusive of service tax and all other applicable taxes & charges (Rs. Per S/s per month)	
			In figures	In words
1.	Carrying out Operation and minor Maintenance including manning watch & ward of the 33/11 KV Sub-station on works contract basis as per the scope of the work and the specification round the clock effectively and efficiently under O&M Division Indore.			
1	O&M Division, Indore	24		

NOTES: -

1. Rates in various tapering steps shall not be considered.
2. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall be summarily rejected and shall not be considered, in any case.
3. Payment of any type of Govt. statutory levies/ taxes including service tax will be responsibility of the bidder. No any other charges will be paid.
4. The quoted price should be "FIRM".

Place _____ Signature of Contractor
With seal of firm

Date _____ Name (in Block Letters)

Designation

SCHEDULE-II (PART-A)
GENERAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID)

(*) Strike off, whichever is not applicable.

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

Sr. No.	Particulars	Details
1	Name & Address of the Bidder	
2	(a)	Whether bidder is a Firm or Company
	(b) (i)	If firm confirm whether the firm is propreitory
	(ii)	Name of Proprietor
(c)	E-mail address	
(d)	Telex/fax Nos.	
(e)	Telephone Nos.	
3	Any other information that bidder may like to give in order to highlight his bid.	

Note: - Information should be supported by documentary evidence.

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

SCHEDULE-II (PART-B)
COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID”)

- * Strike off, whichever is not applicable.
- * Separate sheets should be used, wherever necessary.

Sr. No.	Particulars	Details
1	Earnest Money details	
a)	Bank Draft / Bankers Cheque / Cash with Sr. AO, MPPKVVCL, Indore.	
b)	Amount of EMD & full details (in Rs.)	
2	Service Tax Registration Number	
3	Extension Order: - Whether you are agreeable to accept extension clause No. 9, Section-III “General Terms & Conditions”	Agreed / Not Agreed

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

SCHEDULE-III (PART-A)**PAST EXPERIENCE**

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

We furnish herewith the record of our performance and experience in respect of the similar works undertaken by us as follows: -

Sr. No.	Name & Address of order placing authority	Order No. and Date placed during last 5 years	Value of Order	Remarks
1	2	3	4	5

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

Note: -Photocopy of the order & performance report should be enclosed.

SCHEDULE-III (PART-B)
COMMERCIAL DEVIATION

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

Bidder's Name & Address:

To,
The Executive Engineer (O&M)
O/o CMD (WZ), MPPKVVCL,
G.P.H. Compound, Pologround, Indore

Sub: - Commercial Deviation.

Dear Sir,

The Commercial Deviation & Variation to the specification stipulated in the tender, for the items quoted, as under: -

Sr. No.	Condition	Clause No of Tender Document	Page No of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any consideration while finalizing the tender.

Place _____ Signature of Contractor
With seal of firm
Date _____ Name (in full)
Designation.

Note: - Continuation sheet of like size & format may be used as per bidder's requirement and shall be annexed to this schedule.

SCHEDULE-III (PART-C)
TECHNICAL DEVIATION

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

Bidder's Name & Address:

To,

The Executive Engineer (O&M)
MPPKVVCL,
G.P.H. Compound, Pologround, Indore

Sub: - Technical Deviations.

Dear Sir,

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under: -

Sr. No.	Condition	Clause No of Tender Document	Page No of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any consideration while finalizing the tender.

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

Note: - Continuation sheet of like size & format may be used as per bidder's requirement and shall be annexed to this schedule.

SCHEDULE-IV (A)**DECLARATION OF RELATIONSHIP FORMAT**

(TO BE KEPT IN THE ENVELOPE PART-II, "COMMERCIAL/TECHNICAL BID)

DECLARATION BY THE TENDERER

(To be submitted on non judicial stamp paper of Rs. 100/-)

I sole proprietor of firm / authorised signatory of Company of M/s..... hereby declare that the following serving or retired officers or employees of the MPSEB (including companies formed) or have shares in the Company or have interest in the firm.

1.	Name(s)	(i)	(ii)	(iii)
2.	Status in MPSEB / MP Discom			
3.	Address / Telephone No.(s)			
4.	Status in the firm			

AND / OR

The relationship of the sole proprietor of the firm exists with the following serving or retired officer or employees of MPSEB (including companies formed). The relationship to the extent of Wife, Father, Mother, Son, Daughter, Son-in-law or Daughter-in-law, Nephew & Niece etc., is to be considered.

1.	Name(s)	(i)	(ii)	(iii)
2.	Status in MPSEB/MP Discom			
3.	Address/Telephone No.(s)			
4.	Relationship with the proprietor.			

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY

SCHEDULE – IV (B)

**UNDERTAKING FOR PAYMENT OF MINIMUM WAGES &
TO FOLLOW GOVERNMENT RULES**

(TO BE KEPT IN THE ENVELOPE PART-II, “COMMERCIAL/TECHNICAL BID)

(To be submitted on non judicial stamp paper of Rs. 100/-)

I / We undertake that I / We are aware of Minimum Wage Act-1948 and accordingly orders issued by the District Collector of concerned district in respect of minimum wages to be paid to labourers / employees.

I also undertake that in case of order placed on me for outsourcing of operation & minor maintenance of 33/11 KV S/s, I / We would pay wages not less than the minimum wage ordered by respective District Collector. I / We would also follow other directives issued by District Collector in this respect and rules & guidelines issued by Govt. of India / Govt. of MP for engaging labourers / employees.

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY

SCHEDULE – IV (C)**DETAILS OF OFFERED CIRCLES FOR OUTSOURCING OF
33/11 KV SUB-STATIONS**

I / we have offered bids for following circles and accordingly submitted EMD in accordance with the clause No. 3, Section-II “General Instruction to Bidders”: -

Sr. No.	Name of Division	EMD submitted (in Rs.)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
	Total EMD Amount	

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY
