



M.P. POWER MANAGEMENT COMPANY LIMITED

CIN: U40109MP2006SGC018637 (A Government of M.P. Undertaking)

Regd. Office: Shakti Bhawan, Rampur, Jabalpur, Madhya Pradesh, INDIA-482008

Tel.: 0761-2702888, Website: www.mppmcl.com, email: sushil.bhandari@mppmcl.com

TENDER DOCUMENT

Tender No: 727

Dated: 28-Apr-2023 05:04:41

MADHYA PRADESH POWER MANAGEMENT COMPANY LIMITED

(A Government of M.P. Undertaking)

Invites

**Tender for Annual contract for Sweeping and cleaning work of Nayagaon colony area at MPPMCL
Jabalpur.**

For any further clarifications / queries on e-Tendering, please contact:

Civil Circle Head Quarter,

MPPMCL,

Jabalpur

Tender Form

This RFQ/RFP is not commitment to purchase, and any expenditure incurred in preparation and submission of responses shall not be reimbursed by MPPMCL.

All responses, meeting the stated requirements and specifications shall be considered. Failure to meet requirements may disqualify a response from selection process. Unless otherwise stated, throughout this Bidding Document definition and interpretations shall be as prescribed in Section – General Terms and Conditions.

All Information disclosed to Contractors by MPPMCL, including information containing in this document is considered property of MPPMCL. It may not be disclosed to others without prior written consent from MPPMCL.

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) the MP Power Management Co. Ltd. Jabalpur to fulfil various services which are described or referred to in the schedule-I attached to tender document no. **EEC/I/1021** and its enclosure etc.

The Questionnaire enclosed with this tender document should be answered fully (if the questionnaire is not answered in full, 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)

Tender Details and Schedule

Tender No.	727
Tender Specification No	EEC/I/1021
Tender Forms Available at Website	www.mppmcl.com
Mode of Tender	e-Tendering
Tender Type	Single Envelope
Date and Time of Issue/Publishing	28-Apr-2023 05:04:41
Bids Submission Last Date & Time	15-May-2023 15:00:00
Pre-Bid Meeting date	NA
Tender opening date and time	15-MAY-2023 15:30:00
Bid Fee (INR)	224
Earnest Money (INR)	4610
Payment terms	NA
Validity of offer	90 Days
Estimated Cost	Rs. 461000

- i) The bidders are advised to quote the rate % (Percentage) above/below of bid value which is based on the base rate of each item, given in the last of description of item.
- ii) The Rate should be quoted exclusive of GST.
- iii) Contractor would have deploy minimum 03Nos. labour per day working 8 hours for the execution of items of bill of quantity.
- iv) Contractor will have to submit attendance sheet of workers. Evidence of payment of minimum wages for 8 hours per day in their bank account. Remittance of E.P.F. & ESIC Contribution every month. In absence of any one documents payment of bill would not be processed.
- v) Please note that on any working day if contractor engages less than 03Nos. labour, the deduction of Rs.500/- per person per day shall be deducted from executed value of work.

M P POWER MANAGEMENT CO. LTD. JABALPUR

Detailed Notice Inviting Tender

1. Sealed percentage tenders are invited from experienced and/or registered Civil Engineering Contractors of M.P. Power Management Co. Ltd., who have successfully executed similar work, for the work as per Notice Inviting Tenders.

(a) Probable value of the contract	Rs.	AS PER TENDER NOTICE
(b) Earnest Money to be deposited with the tender	Rs.	-do-
(c) Time allowed for completion of work		-do-
(d) Cost of tender document	Rs.	-do-

2. Tenders must be submitted in sealed covers, addressed to Superintending Engineer (Civil)/ Executive Engineer (Civil) M.P.P.M.C.L. Jabalpur with the name of the work, the due date of the tender and name of the tenderer super scribed on the cover. Unless. delivered personally, tender should be submitted by post Acknowledgement Due. 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 than 15.00 hours on the date fixed for the submission of the tenders. In either of the above cases, the earnest money shall be furnished in a separate sealed envelope, duly super scribing on it the name of work, due date of opening of the tender and the manner in which it is furnished and the name of the tenderer.

3. Tenders should be on the prescribed form obtainable from the office of the Superintending Engineer (Civil)/ Executive Engineer (Civil) M.P. Power Management Co. Ltd., Jabalpur on payment AS PER TENDER NOTICE towards the cost of tender form. Under no circumstances the amount paid for the tender form will be refunded. Tenders not submitted on departmental form will not be considered.

4. Tenders duly completed will be received by the Superintending Engineer (Civil) / Executive Engineer (Civil) up to 15.00 hours on due date AS PER TENDER NOTICE and will be opened on the same day at 15:15 hours in the presence of such tenderers or their representatives as may choose to be present at the time.

5. (a) Tender forms and conditions of contract and other necessary documents will be issued to eligible contractors AS PER TENDER NOTICE during office hours on working days.

(b) The drawings for the works and other documents such as specifications, schedule of quantities of various clauses of work to be done and the conditions of contract etc. pertaining to the work can be seen by the tenderers and any other information's required be obtained from the office of the Superintending Engineer (Civil)/Executive Engineer (Civil) M.P. Power Management Co. Ltd. Jabalpur during office hours on working days.

No tender form will be issued on the date fixed for the submission of the tenders.

6. Not more than one tender shall be submitted by one contractor or one firm of contractors.

7. Tenderers are required to deposit the Earnest Money specified in clause 1 above in the forms of Pay orders, Demand Draft, Bankers Cheques only. Cheques will not be accepted.

Any of the above deposit shall be drawn in favor of M.P.P.M.C.L. payable at Jabalpur.

(i) Cash to be deposited with DGM (A/C), O/o CFO, M.P.P.M.C.L., Jabalpur. Tender will without EMD not be considered. No interest shall be allowed on the Earnest money deposit. Earnest Money shall be furnished in a separate sealed envelope, duly super scribing on it the name of work, due date of opening of tender and the way it is furnished.

The Earnest Money will be refunded to the unsuccessful tenderers within a reasonable time. The Earnest Money deposited by the successful tenderer shall be retained towards the Security Deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement or start the work within such time as may be determined by the Superintending Engineer (Civil)/Executive Engineer (Civil), after intimation of the acceptance of his tender. This forfeiture shall be without any prejudice to the right of the Company to recover further damage, if any, from the tenderer. However, following are exempted from payment of Earnest Money.

- (d) S.S.I. Units of M.P./ Ancillary Units of M.P.P.M.C.L. for the items these units are registered.
- (di) "Fully owned State Govt. units" (will qualify for this exemption only if 100% shares are held by the State Govt. Concerned produced or Central Govt. manufacturing units. for which documentary evidence must be available
- (dii) S.S.I. Units Registered with N.S.I.C.

Amount of Earnest Money shall be as follows: -

	For Works costing	Earnest money
I	Less than Rs.1.00 lakh	2% of N.I.T. value
II	More than Rs.1.00 lakh but up to Rs.25.00 lakh	1% of N.I.T. value subject to a minimum of Rs.2000.00
III	More than Rs.25.00 lakhs	1% of N.I.T. value (limited to Rs.1.00 lakh For registered contractors of MPPMCL only For unregistered contractors 1% of N.I.T. value Without any ceiling limit)

8. Within 10 days of intimation being given to him of the acceptance of the tender, the successful tenderer shall make a further deposit in the same form as mentioned in clause 7 above (Cash with the DGM (A/C), O/o CFO, M.P.P.M.C.L. Jabalpur) which with the Earnest Money deposited with the tender shall amount of 2 percent or such higher percentage, as may be determined by theEngineer (Civil), of the value of the contract and execute an agreement on the prescribed form duly stamped for the due and proper fulfillment of the contract. The cost of stamp paper including cost of revenue stamps shall be borne by the contractor. The contractor shall also permit the Company at the time of making any payment to him for work done under the contract, to deduct such amount from each of the bill for work done until such time that such deduction together with the security deposit already furnished, if any, amount to such percentage of the value of the accepted tender or the value to which the contract may be subsequently estimated to whichever is higher. This amount will be retained as the security for the due and proper fulfillment of the contract.
9. Failure by the successful tenderer to furnish the prescribed security deposit or to execute the agreement within the period specified in clause 8 above, after his tender has been accepted or to start the work within such time as is determined by the Engineer-in-charge after notification of the acceptance of the tender shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the Company to recover further damages, if any, from the tenderer.

10. The tenderers must return the form of tender with the specification and the Bill of Quantities and rates, and any other schedule duly signed at the time & place specified. All pages of the tender documents, conditions of contract, specification etc. shall bear the full signature of the contractor at the foot of every page on the right-hand corner. Any tender not bearing signatures on all the documents accompanying the tender is liable to be rejected.

Note – The transfer of tender forms purchased by one tenderer to another is not permissible.

11. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.

12. (a) Before submitting the tender, tenderer shall be deemed to have full knowledge of all relevant documents and to have satisfied himself by actual inspection of the site and locality of work, that all conditions liable to be encountered during the execution of the works are taken into account and that the rate he enters in the tender forms are adequate and are inclusive to accord with the provisions of general/special conditions of contract for the completion of the work to the satisfaction of the Engineer-in-charge.

(b) The Submission of a tender by the tenderer implies that he has read and accepted the instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores will be issued to him as specified in Schedule-B and local conditions and other factors bearing on the execution of the work.

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

The contractor must arrange for materials and include all such costs in the rate quoted by him for finished work.

13. (a) The Rates shall be percentage below/above/at par with the base rates/the USR of Water Resource department, Govt. of M.P., in force from 01.02.2009 with amendments up to the date of opening of tenders. Base rate for all the NON-USR items have been indicated in Bill of Quantities. No separate rate should be quoted for NON-USR/USR items. Only one rate common for all USR items and all NON-USR items must be quoted. In case different rates are quoted for items of Bill of Quantities the tender shall be summarily rejected. NO SEPARATE PAYMENT OF LEAD AND LIFT OF MATERIALS SHALL BE MADE.

(b) Bill of quantities (Schedule of items) is attached with the tender. The rate shall be quoted against each item separately in FIGURES AND WORDS. The rate quoted in WORDS shall be final. Tenderer should also write amount of each item and grand total of amounts of all the items for entire offer.

In case any calculation mistake is found in –

i) Amount of individual item, correction(s) will be applied based on rate and quantity of item.

ii) Grand total of all the items, correction will be applied based on item wise total of amounts.

iii) Though the rates have been called for individual items, but the offer will be evaluated based on grand total of amounts of entire items as one package as a whole and not on rate/amount of individual item.

14. The tender documents shall be written legibly and free from erasure, over writings or conversions of figures. Any corrections, where unavoidable, shall be made by crossing out, initialing, dating, and rewriting.

15. The contract or any part thereof shall not be sublet without the written permission of the company/or its authorized representative.

16. The contractor will be bound to follow the M.P. Model Rules relating to its water supply and sanitation in labor camps (vide Annexure 'A')

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

18. The Engineer-in-charge reserves the right to take up departmental work or to award any work on contract in the

vicinity without prejudice to the terms of this contract.

19. It shall not be obligatory for the Company or its officers to accept the lowest tender. The authority for the acceptance of the tender will rest with the Company which neither binds itself to accept the lowest or any other tender nor does it undertake to assign any reasons for declining to consider any particular tender or tenders.
20. Canvassing or support in any form for the acceptance of a tender is strictly prohibited. A list showing the names of the persons who are working with the contractor and are near relatives to any gazette officer in the M.P. Power Management Company Limited should also be appended with the tender.
21. The tenderers shall furnish full details of their previous experience with details of works completed by them so far and work in hand at present with them in the prescribed form included in the tender (vide Annexure 'C') without which tenders may not be considered.
22. Tender shall remain open for acceptance subject to the provisions of clause 19 above for period of three months from the date on which they are due for submission in accordance with clause 4 above or any other extended date for their receipt or any other extended period consented upon by the tenderer and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of Earnest Money deposited with the tender.
23. Further information, if any required, can be had from the Executive Engineer (Civil) M.P.P.M.C.L. Jabalpur, but it must be clearly understood that the tenders must be received in order by the due date and time and according to the instructions.
24. The tenderer should submit along with the tender, the certificate issued by the Income Tax Officer in original or an authorized copy thereof, or if, he has no taxable income, a sworn affidavit duly countersigned by the Income Tax Officer to that effect refer (Annexure 'B').
25. All royalties be paid by the contractors as also all tolls, duties, local and other levies including Sales, Tax, Insurance and Workman's Compensation Act. etc.
26. THIS NOTICE OF TENDER SHALL form part of the contract and any breach of the terms of this notice shall be the breach of the contract.

Dated

M P Power Management Co. Ltd.
Address:.....

M P POWER MANAGEMENT CO. LTD. JABALPUR

M P POWER MANAGEMENT CO. LTD.

Instruction to Tenderers

1. Definition

MPPMCL

The MPPMCL shall mean the M.P. Power Management Company Limited constituted under Company Act, 1956 and shall include its successors and assigns.

ENGINEER-IN-CHARGE

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

SITE

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

WORKS

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

2. Specifications and drawings

Copies of specifications designs, drawings and other documents, required in connection with the work, signed for purpose of identifications by Superintending Engineer (Civil)/ Executive Engineer (Civil) shall also be kept open for inspection by the tenderer at the office of the Superintending Engineer (Civil)/Executive Engineer (Civil) MPPMCL, Jabalpur during office hours.

3. Printed forms

No tender will be considered which is not submitted either on the prescribed form obtained from the office of the Superintending Engineer (Civil)/ Executive Engineer (Civil) MPPMCL, on payment. This amount will not be refunded under any circumstances. Tenderer must return the form of Tender with the specification, the Bill of quantities and rates and other schedules intact and duly signed. Any tender not so signed will be rejected. The transfer of tender from purchased by one tenderer to another is not permissible.

4. Final date of receipt of tender

All tenders must be forwarded to the Superintending Engineer (Civil)/ MPPMCL..... in a sealed envelope with the name of work, due date of tender and the Name of contractor subscribed on the cover, so as to reach him not later than 15.00 hours on the date specified in the tender notice.

5. Rules for firms

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

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

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or any other condition of any sort will be liable for rejection. Tenders offering a percentage deduction from or increase on the estimated amount, and those not submitted in proper form or in due time, will be rejected.

7. Mode of Security Deposit

The security Deposit shall be made in government securities, approved bank deposit receipts or other securities approved by the MPPMCL. Bank deposit must be made out in the name of the MP. Power Management Company Limited or if required be transferred in favor of the M.P. Power Management Co. Ltd. No interest will be allowed on cash deposits, but bank deposit receipts when returned, will be endorsed to the depositor together with any bank interest which may have accrued thereon. On acceptances of tender, the successful tenderer, within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit in one of the forms stated above. The total amount of Security Deposit shall be as follows: -

Classification	Initial Security Deposit	Deduction from Running Bills	Total Security Deposit
For Works	2%	8%	10% for Registered Contractor of MPPMCL
	5%	5%	10% for unregistered contractors. Contractors not registered with MPPMCL will be considered as unregistered contractors.

8. Execution of agreement.

The tenderer whose tender is accepted shall be required to present himself or his duly authorized representative (s) in person(s) at the office of SE (Civil)/ EE (Civil) after intimation that the contract has been awarded to him, to execute on the proper form duly stamped for due and proper fulfillment of the contract. The cost of the stamps shall be borne by the contractor. On request, one copy of the agreement will be given to the contractor.

9. Forfeiture in case of failure.

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

10. Refund of Security Deposit

The security deposit shall be refunded soon after the termination of the guarantee/Maintenance period and of the contractor fulfilling all the conditions of the contract to the satisfaction of the Engineer-in-charge and on making application there for.

11. Receipts.

The receipts of a clerk for any money paid by the tenderer will not be considered as any acknowledgement of payments to the Deputy General Manager (A/C), MPPMCL and the tenderer shall be responsible for seeing that he procures a receipt signed by the Deputy General Manager (A/C), MPPMCL or any other person duly authorized by him.

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

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

13. Opening of tenders

The Superintending Engineer (Civil)/ Executive Engineer (Civil) or his duly authorized assistant will open tenders at 15.15 hours on the date fixed for the submission of tenders in the presence of such tenderers or their accredited representatives as may be present at the time.

14. Prohibition of separate communication

No separate communications bearing on the tender shall be addressed by the tenderer to the Superintending Engineer (Civil) or any other person explanatory or qualifying remarks which the tenderer may desire to make must be recorded on pagehereof.

15. Contract documents to be studied by the tenderers

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

16. Bill of quantities

A Bill of Quantities is included in the tender document to give an idea of the nature and quantum of work to be executed. It shall, however, be understood that this is liable to alterations by omissions, deductions or additions at the discretion of the MPPMCL during the course of the contract. Consequently, the quantities of individual items of work may vary or certain items may not be required to be executed at all. The rates quoted shall remain firm as long as the overall value of the contract does not vary beyond + 25% of the Contract value. In case of variation beyond + 25% of the contract value the rates shall mutually negotiated for execution of balance value of work.

17. Care in submission of tenders

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

18. Omission and Discrepancies

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

19. Visit to site etc.

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

20. Transport of materials

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

21. Royalties and other taxes.

All taxes and royalties as on the date of opening of tender, will be deemed to have been included in the quoted price. Any statutory increases in the rates of excise duty, royalties, taxes and other levies after the award of this contract shall be reimbursable to the contractor on production of documentary proof of payment of the same to the

concerning authorities.

22. Subletting the contract

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

23. Memorandum of work and list of materials

The Memorandum of work to be tendered for and the schedule of materials to be supplied by the MPPMCL and their issue rates are to be filled in and completed in the office of Superintending Engineer (Civil)/ Executive Engineer (Civil) MPPMCL before the tender form is issued. If a form be issued to any intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

24. Receipts for payment made to contractors

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

25. Protection of Public and workmen

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

26. Employment of qualified Engineer and Engineering subordinates

The Contractor will have to engage Engineers and Engineering/Supervisory staff commensurate with the technical nature and quantum of work. In the event the Engineer-in-Charge finds that engineering and supervisory Staff deployed at any stage is not adequate and that the Contractor has not taken due action to employ the required staff in spite of notice given to him in writing by the Engineer-in-charge the later shall have the power to recover from any payments due to the Contractor by any way of penalty a sum equal to the estimated salary of the staff so less employed. In case of any dispute regarding the scale of engineering staff to be so employed, the decision of the Superintending Engineer (Civil) or higher authority under whose jurisdiction the works are in progress, shall be final and binding on the Contractor. This clause will not be insisted upon, if the work involved is less than Rs.25,000/-

27. Where tenderers are not registered with the MPPMCL

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

28. Income Tax Clearance Certificate.

No tender for works of value more than Rs.50,000/- will be considered unless accompanied by certified true copy of income tax clearance Certificate in favour of the tenderer by competent authority. Tenders not accompanied by income tax clearance certificate are liable to be rejected.

29. Acceptance of Tender

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

30. Right of MPPMCL to deal with tender

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

31. Specifications to be followed

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

accordance with such code of practice as may be decided by the Engineer- in - charge. In the absence of any specifications in any of the above codes the specifications as decided by the Superintending Engineer (Civil) shall be applicable.

32. Instruction to form part of contract

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

33. Additional Security Deposit

In case of Contractors not registered with the MPPMCL in the appropriate class, they shall be required to make an additional deposit at the time of award of the work as security which along with the Earnest money deposit shall be treated as initial Security deposit, which varies depending on the value of each work. This additional deposit shall be determined in accordance with prevailing rules of erstwhile MPSEB/ MPPMCL rules. The percentage of deductions from the running bills will be adjusted so that the total security shall be limited to ten/ five percent of the value of contract.

FORM A

TENDER FOR WORKS

In figures as well as in words I/We hereby tender for the execution for the M P Power Management Co. Ltd. of the work specified in the underwritten memorandum within the time specified in schedule at par/ _____

_____ percent below/ above the rates entered in the schedule mentioned in clause 13 (a) of the notice inviting tenders and in accordance and in all respects with the specifications, designs, drawings and instructions in writing referred to above clause here of and in clause of the annexed conditions and with such materials, as are provided for by, and in all other aspects in accordance with such conditions so far as applicable.

MEMORANDUM

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

Give particulars and numbers

Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the M.P. Power Management Co. Ltd. or its successors and assigns in office, the sums of money mentioned in the said conditions. The sum of Rs..... herewith forwarded as per clause 7, as earnest money the full value of which is to be absolutely forfeited by the said MPPMCL or its successors and assigns in office without prejudice to any other right or remedies of the said MPPMCL or its successors and assigns in office. Should I/We fail to commence the work specified in the above memorandum (a) should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause 1 of the said conditions of contract otherwise the said sum shall be retained by the MPPMCL as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the MPPMCL on account of the security deposit specified in Clause 1 of the said condition of contract.

- (a) Number of. ----- Nos/Nil
- (b) Number of Enclosures, if any ----- Nos./Nil.

The above tender is hereby accepted by me on behalf of the MP Power Management Co. Ltd.

Date ----- Day of ----- 20

General Terms and Conditions

Works - General Conditions of Contract

1 Employment of qualified Engineer and Engineering subordinates

The Contractor will have to engage Engineers and Engineering Supervisory staff commensurate with the technical nature and quantum of work. In the event the Engineer-in-Charge finds that engineering and supervisory Staff deployed at any stage is not adequate and that the Contractor has not taken due action to employ the required staff in spite of notice given to him in writing by the Engineer-in-charge the later shall have the power to recover from any payments due to the Contractor by any way of penalty a sum equal to the estimated salary of the staff so less employed. In case of any dispute regarding the scale of Engineering staff to be so employed, the decision of the S.E. (Civil) OR HIGHER AUTHORITY under whose jurisdiction the works are in progress, shall be final and binding on the Contractor. This clause will not be insisted upon, if the work involved is less than Rs. 25,0001-27 Where tenderers are not registered with the Menders who have not already registered themselves as Contractors in the M.P. Power Management Co. Ltd. shall, if required, furnish satisfactory evidence to the effect that they have been regularly engaged in construction of similar works as they propose to execute and that they they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by the specifications for the particular work tendered for, in the event of their tender being accepted

2 " Contract documents to be studied by the tenderers "

The tenderer shall examine closely the specifications and carefully study the drawings, and all documents, which form part of the contract to be entered in to by the successful tenderer before submitting his tender, unit rates shall be for finished work.Plans and specifications and other documents connected with the contract can be seen on the specified date or on any working day between working hours in the issuing Office.A copy of the set of contract documents can also be had on payment. No information will however be given on the date fixed for opening of the tenders.

3 Acceptance of Tender

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

4 Action and Compensation Payable in Case of Bad Work

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

the MPPMCL from time to time. Provided however, should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may decide therefore. Nothing, in this clause shall be deemed to deprive the MPPMCL or effect any rights under the Contract which it may otherwise have and Failure to take any action under this clause shall not be considered as acceptance of such plant, materials or works. The Engineer-in-Charge may by any certificate, make any correction or modifications in any previous certificate which has been issued by him payment shall be regulated and adjusted accordingly.

5 Additional Security Deposit

In case of Contractors not registered with the MPPMCL in the appropriate class, they shall be required to make an additional deposit at the time of award of the work as security which along with the Earnest money deposit shall be treated as initial Security deposit, which varies depending on the value of each work. This additional deposit shall be determined by the S.E. (Civil) in accordance with prevailing rules of erstwhile MPSEBI MPPMCL rules. The percentage of deductions from the running bills will be adjusted so that the total security shall be as per the quantum given in clause No.7 above limited to ten/five percent of the value of contract.

6 Alterations in Specification and Designs

The MPPMCL shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions, that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the Contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he is agreed to do the main work and at the same rates as are specified in the tender for the main works. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes, any class of work for which no rate is specified in the relevant Unified Schedule of Rates, such class of work shall under no circumstances be commenced by the contractor without an order in writing by the Engineer-in-charge. The rate for such works shall be derived before commencing the work in the following manner of preference :- (a) Wherever possible the rates shall be derived from one or more of the existing items either in the Unified Schedule of Rates for works of Water Resources Department of M.P. (in case of percentage rate tenders) or on the basis of analogous items in the Bill of Quantities of the accepted rates (in case of item rate tenders). (b) Otherwise the rate will be derived on the basis of a joint record of material and labour employed on a representative sample piece of work signed by the Engineer-in-charge on behalf of the MPPMCL and the Contractor or his authorized representative. In this case, an addition of 15% will be made to the actual cost of labour and material to cover the profit, overheads, supervision and all other contingent expenses of the Contractor. In the event of any dispute regarding fixation of such rate the decision of MPPMCL shall be final.

7 Bill of quantities

A Bill of Quantities is included in the tender document to give an idea of the nature and quantum of work to be executed. It shall, however, be understood that this is liable to alterations by omissions, deductions or additions at the discretion of the MPPMCL during the course of the contract. Consequently, the quantities of individual items of work may vary or certain items may not be required to be executed at all. The rates quoted shall remain firm as long as the overall value of the contract does not vary beyond +/- 25% of the Contract value. In case of variation beyond +/- 25%

of the contract value the rates shall mutually negotiated for execution of balance value of work.

8 Bill to be on Printed Form

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

9 Breach of General Conditions of Contract

The breach of any terms of any of the above General Conditions of Contract shall be deemed as breach of this Contract. The accepted percentage of the tender will be deducted or added to the gross amount of the bill for the work done the rate of prevailing USR with up to date amendments/base rate mentioned in bill of quantities.

10 Care in submission of tenders

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

11 Change in the constitution of the firm

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

12 Claim for compensation for delay in starting the work

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

13 Claims for items not entered in the bill of quantities

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

14 Compensation

(a) Compensation for delay - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the Contractor or from the date of handing over the site or first set of drawings. The work shall, throughout the stipulated period of the contract, proceed with all due diligence (time being deemed to be the essence of the Contract on the part of the Contractor) and the Contractor shall pay as the compensation an amount equal to one percent, or such smaller amount as the "competent authority" to grant extension of time decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains un commenced after issue of work order or after the date of handing over the site in case there is any delay on the part of the MPPMCL in handing over site, or unfinished after the date fixed for the completion of the contract. (b) Interim progress or work - To ensure good progress during the execution of the work, the Contractor shall be bound in all cases in which the time allowed for any

work exceeds one month to complete one fourth of the work before one-fourth of the total time allowed under the Contract has elapsed, one-half of the work before one-half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the Contractor failing to comply with this conditions, he shall be liable to pay such compensation as may be decided by the S.E. (Civil)/ Engineer-in-charge whose decision in writing shall be final. Provided always that the entire amount of compensation to be paid under the provision of the aforesaid clause 2 shall not exceed ten percent of the estimated cost of the work or the work as shown in the tender whichever is higher.

15 Compensation under section 12, Sub section (1) of the Workmen's Compensation Act 1923

In every case in which by virtue of the provision of section 12, Sub section (1) of the Workmen's Compensation Act, 1923, the MPPMCL is obliged to pay compensation to a workman employed by the Contractor in execution of the work, the MPPMCL will recover from the Contractor the amount of the compensation so paid without prejudice to the right of the MPPMCL under section 12 Subsection (2) of the said Act. The MPPMCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the MPPMCL to the contractor whether under this Contract or otherwise. MPPMCL 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 MPPMCL full security for all costs for which the MPPMCL might become liable in consequence of contesting such claim.

16 Contractor liable for damages done and for imperfection till the expiry date maintenance period

The maintenance period for work shall be _____ months after the date of satisfactory completion of work after which a certificate of completion shall be given by the Engineer-in-Charge. The Contractor shall maintain the work in such a manner that at expiry of the period of maintenance they shall be in perfect order and good condition (fair wear and tear excepted) as that in which they were at the commencement of the period of maintenance. The Contractor shall at his own expense, repair, rectify replace and make good to the satisfaction of the Engineer-in-charge all defects, imperfections, shrinkage, or other faults arising from faulty design of the Contractor or due to the use of materials or workmanship not in accordance with the Contract or from neglect or failure on the part of the Contractor to comply with the provision of the Contract. If the Contractor or his labour or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road curbs, water pipes, cables, drains, electric or telephone poles or wires, trees, grass or grass land or cultivated ground within and/or around the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause, whatsoever, or any imperfection become apparent in it within the maintenance period specified above, the contractor shall make the same good at his own expense. In default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses together with such departmental charges as may be fixed by the MPPMCL from time to time (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time thereafter become due to the Contractor or from his Security Deposit, or the proceeds of sales thereof or of sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of the maintenance period or the settlement and payment of the final bill whichever is later. The contractor hereby also covenants that it shall be the Contractor's responsibility to see that buildings or any water retaining structure constructed under this Contract do not leak during the period of one full year after completion. If any defect is pointed out to him by the engineer-in-Charge during the said period, the same shall be rectified by him at his own expense, or in default the Engineer-in-Charge may get rectified any deduct the expenses thereof together with such departmental charges as may be fixed by the MPPMCL from time to time from any sum that may then be due or may become due to the Contractor or from the Security Deposit of the Contract. If any amount become due on their account after the refund of Security Deposit and there are no other dues to the Contractor from which if an be recovered, the same may be recovered from the Contractor as arrears of land revenue.

17 Contractor related clause

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

18 Contractor remains liable to pay compensation if no action taken under clause 3

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

19 Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall supply at his own cost materials (except, such special materials, if any as may in accordance with the Contract are to be supplied from the engineer-in-Charge's store) tools, tackles, appliances, implements, derricks & guys, ladders, cordage tackle, scaffolding, pumps, mechanically operated concrete mixers and temporary work requisites for the proper execution of the work whether original, altered or substituted in the specifications or other documents forming part of the Contract or referred to in those conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled or require together with carriage therefore to and from the work. The department will not assist in procuring of the tools, equipment etc. from any source whatsoever. Such item of plant and machinery as are available with the MPPMCL may be made available at the discretion of the MPPMCL but the Contractor will have to execute a separate agreement for the hire of plant and machinery. The Contractor shall also supply, if so required by the Engineer-in-Charge in writing, without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the works or materials failing his doing so, the same may be provided by the Engineers-in-Charge at the expenses of the Contractor and the expenses may be deducted from any money due to the contractor under the Contract or from his Security Deposit or the proceeds of the sale thereof or of a sufficient portion thereof. The Contractor shall also provide at his own cost all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defenses of every suit, action or other proceedings of law that may be brought by any person against the MPPMCL or its officers for injury sustained owing to neglect of the above precautions and to pay any damages any cost which may

be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

20 Extension of Time

If the Contractor desires an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-charge within 30 days of the date of hindrance on account of which he desires such extension. The Engineer-in-charge may in his discretion (which shall be final) grant such extension for a period not exceeding one month. Grant of further extension of shall be subject to the sanction of the Superintending Engineer competent authority of the MPPMCL. Strike by the Contractor's labourers and lock out by the contractor shall not be considered to be unavoidable hindrance in the execution of the work.

21 FORM B, Tender for Works

FORM-'B'TENDER FOR WORKSI/We hereby tender for the execution for the Madhya Pradesh Power Management Company Limited of the works specified in the underwritten memorandum within the time specified in such memorandum at the rates specified there in and in accordance in all respect with specifications, designs, drawings and instructions in writing and in clause 11 of the annexed in accordance with such conditions so for as applicable.MEMORANDUMa) General description : As per Tender Noticeb) Estimated cost (Probable amount of contract) : As per Tender Noticec) Earnest money : As per Tender Noticed) Security Deposit (Including Earnest Money) : As per clause 7 of instruction to tenderse) Percentage, if any, to be deducted from bills : As per clause 7 of instruction to tenderersf) Time allowed for the work from the date of : As per Tender Notice written order to commence the work. Item Quantity Description Unit Unit Rate Amount in Figures in Words -----As per Bill of Quantities------(SEE SCHEDULE ATTACHED) Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto or in default there of to forfeit and pay to the M.P. Power Management Company Limited the sum & money mentioned in the said conditions. The sum of Rupees only as herewith forwarded in the form of as earnest money, the full value of which shall be retained by the M.P.Power Management Company Limited on account of security deposit specified in clause I of the said General Condition of Contract. Dated the Day of 20 Witness : Address : Occupation :Signature of the Tenderer (To be signed before submission of the tender) The above tender is hereby accepted by me on behalf of the M. P. Power Management Company Limited. Dated the Day of 20

22 Failure in Completion of Contract

In any case, in which the Contractor commits a breach of any terms of this Contract or abandons the work wholly or partly for any reasons or dies or fails to carry out any work which he is bound to carry out under the terms of this Contract, the MPPMCL or the Engineer-in-charge on behalf of the M.P. Power Management Co. Ltd. shall have power to adopt any of the following courses without prejudice to any other right that may accrue to the MPPMCL under this Contract.(a) To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), in which case the Security Deposit of the Contractor shall stand forfeited, and be absolutely at the disposal of the MPPMCL without prejudice to the right of the MPPMCL to recover any further amount by way of damage.(b) To employ labour paid by the MPPMCL and to supply material to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the material (of the amount of which cost and price certificate of the Engineer-in-charge shall be final and conclusive against the Contractor) together with their departmental charges as may be fixed by the MPPMCL from time to time and crediting him either with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this contract or the cost of the labour and the price materials as certifies by the Engineer-in-charge whichever is less (The certificate of the Engineer-in charge as to the value of the work done shall be final and conclusive against the Contractor).(c) To measure the work of the Contractor and to take

such part thereof as remains unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum, which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount which is in excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be born and paid by the original Contractor and may be deducted from any money due to him by MPPMCL under the Contract of otherwise or from his Security Deposit or proceeds of sale of a sufficient part thereof. If the Engineer-in-charge adopts any of the above courses, the contractor shall in no case whatsoever, have any claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account of, or with a view to, the execution of the work or the performance of the Contract. In case the Contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work, therefore actually performed under this Contract, unless and until the Engineer-in-charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

23 Final Certificate

On completion of the work, the Contractor shall be furnished with a certificate by the Engineer-in-charge of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in open or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the Contractor fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material, rubbish and the cleaning off dirt on or before the date fixed the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material, rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred together with departmental charges as may be fixed by the MPPMCL from time to time and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

24 Form A , Tender for Works

FORM ATENDER FOR WORKSI/We hereby tender for the execution for the M P Power Management Co. Ltd. of the work specified in the under written memorandum within the time specified in schedule at par/_____ percent below/above the rates entered in the schedule mentioned in clause 13 (a) of the notice inviting tenders and in accordance and in all respects with the specifications, designs, drawings and instructions in writing referred to above clause here of and in clause of the annexed conditions and with such materials, as are provided by, and in all other aspects in accordance with such conditions so far as applicable.MEMORANDUMa) General Description AS PER TENDER NOTICEb) Estimated Cost AS PER TENDER NOTICEc) Earnest Money AS PER TENDER NOTICEd) Security Deposit AS PER CLAUSE 7 OF(including Earnest Money) THE CHAPTER – INSTRUCTIONe) Percentage if any, to be TO THE TENDERERS deducted from billsf) Time allowed from workdate of written order to commence AS PER TENDER NOTICEGive particulars and numbers Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the M.P. Power Management Co. Ltd. or its successors and assigns in office, the sums of money mentioned in the said conditions. The sum of Rs..... herewith forwarded as per clause 7, as earnest money the full value of which is to be absolutely forfeited by the said MPPMCL or its successors and assigns in office without prejudice to any other right or remedies of the said MPPMCL or its successors and assigns in office. Should IMJe fail to commence the work specified in the above memorandum (a) should IMJe not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause 1 of the said conditions of contract

otherwise the said sum shall be retained by the MPPMCL as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the MPPMCL on account of the security deposit specified in Clause 1 of the said condition of contract. (a) Number of ----- Nos/Nil (b) Number of Enclosures, if any ----- Nos./Nil. The above tender is hereby accepted by me on behalf of the MP Power Management Co. Ltd. Date ----- Day of ----- 20

25 Income Tax Clearance Certificate.

No tender for works of value more than Rs. 50, 0001- will be considered unless accompanied by certified true copy of income tax clearance Certificate in favor of the tenderer by competent authority. Tenders not accompanied by income tax clearance certificate are liable to be rejected.

26 Instruction to form part of contract

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

27 Inventory of the Contractor's Materials

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

28 Labourers related clause

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

29 Materials and Workmanship

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

30 Memorandum of work and list of materials

The Memorandum of work to be tendered for and the schedule of materials to be supplied by the MPPMCL and their issue rates are to be filled in and completed in the Office Superintending Engineer (Civil)/ Executive Engineer (Civil) MPPMCL before the tender form IS issued. If a form be issued to any intending tenderer without having been so filled in and completed. He shall request the office to have this done before he completes and delivers his tender.

31 Minimum Wages

The Contractor shall pay not less than "Minimum wages" to the labourers engaged by him on the Work. Explanation (a) "Minimum wages" means wages whether for time or piece work, notified from time to time and where such wages have not been so notified the wages prescribed by the Public Works department, State or the labour department for the district or place in which the work is done.(b) The Contractor shall notwithstanding the provision of contract to the contrary cause to be paid minimum wage to labourers indirectly engaged on the work including any labour engaged by his sub-Contractor in connection with the said works as if labourers had been immediately employed by him.(c) In respect of labour directly or indirectly employed in the work for the performance of his part of this Contract, the Contractor shall comply or cause to be complied with the Provinces and Berar PWD Contractors Labour Registration contained in Appendix-150 of M.P.P.W.D Manual (Vol. II). Contractor should register his establishment under Contract Labour (Regulation & Abolition) Act, 1970".(d) The Engineer-in-Charge Shall have the right to deduct, from amounts due to the contractor, any sum required or estimated to be required for making good loss suffered by a worker or workers by reason of non-fulfillment of the condition of the Contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the regulation.(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.(f) The Regulations aforesaid shall be deemed to be part of this Contract and any breach thereof shall be deemed to be a breach of the contract. The contractor shall disburse the wages to his workers within the time limit prescribed under the provisions of Payment of Wages Act, 1936 or any other similar law in force as amended up to date.

32 No claim for any payment or compensation for alteration in or restriction of work

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

33 Notice to be given before work is covered

The Contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up, otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be recorded before the same is so covered or placed beyond the reach of measurements. The Contractor shall not cover place beyond the reach of measurements, any work without the consent in writing of the engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered

or placed beyond the reach of measurement without such notice having been given and consent obtained, the same shall be uncovered at the Contractor's expenses or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed.

34 Offer to be open for three months for acceptance

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

35 Omission and Discrepancies others

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

36 Opening of tenders

The Superintending Engineer (Civil)/ Executive Engineer (Civil) or his duly authorized assistant will open tenders at 15.15 hours on the date fixed for the returned of tenders in the presence of such tenderers or their accredited representatives as may be present at the time.

37 Payment on Intermediate Certificates to be regarded as advance

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

38 Penalty for Breach of Contract

On the breach of any terms or conditions of this Contract by the Contractor, the MPPMCL shall be entitled to forfeit Security Deposit or the balance thereof that may at any time be remaining and to realise and retain the same as damage and compensation for the said breach but without prejudice to the rights of the MPPMCL to recover any further sums as damaged from any sums due to or which may become due to the Contractor by MPPMCL or otherwise howsoever.

39 Prohibition of separate communication

No separate communications bearing on the tender shall be address by the tenderer to the Superintending Engineer (Civil) or any other person explanatory or qualifying remarks which the tenderer may desire to make must be recorded on page hereof.

40 Protection of Public and workmen

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

41 Receipts for payment made to contractors

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

42 Recovery of due in respect of any other contract from the Contractor

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

43 Right of MPPMCL to deal with tender

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

44 Royalties and other taxes

The Contractor shall be responsible for the payment directly to the authorities concerned of all import duties, tolls, sales tax, octroi duties, quarry fees, ground rent at quarry, royalties, local and other taxes etc., on all materials and articles he may use. In case the Contractor fails to pay such charges and / or the authorities concerned desire that the MPPMCL shall recover and pay the same the MPPMCL shall recover the same from any dues payable to the Contractor along with such departmental charges as may be fixed by the MPPMCL from time to time. The Contractor will not be entitled to any refund or claim on this account. The royalty charges for minor mineral either supplied to MPPMCL or used on MPPMCL work by contractor will be paid by the contractor to the Collector as per Government rules and he will have to produce royalty clearance certificate before the payment of final bill failing which royalty payable as per existing rules and rate shall be recovered from the final bill for the works. As per MPPMCL order No. 02-02/IAC/187/542 JBP dated 04.01.2004, the payment of final bill or the contractor will only be released after producing the ROYALTY CLEARANCE CERTIFICATE from the Collector of respective district in respect of royalty charges for the material being used in the contracted work.

45 Royalties and other taxes.

All taxes and royalties as on the date of opening of tender, will be deemed to have been included in the quoted price. Any statutory increases in the rates of excise duty, royalties. Taxes and other levies after the award of this contract shall be reimbursable to the contractor on production of documentary proof of payment of the same to the concerning authorities.

46 Security Deposit

The person/persons whose tender may be accepted, hereinafter called the Contractor (Which expression, shall unless excluded by or repugnant to the context, includes his heirs, executors, administrators, representatives and assigns) shall permit the MPPMCL at the time of making any payment to him for work done under the Contract to deduct such amount by way of Security Deposit as stipulated in clause 7 of instruction to Tenderer, unless the said sum of security to be taken is fully covered In the event of such a deduction not being made by the MPPMCL wholly or partly at the time of making the payment the MPPMCL shall be free to make such deduction at any time from any amount due and payable to the Contractor under this Contract. Such deduction shall be held by the MPPMCL as Security Deposit. All compensation or other sums of money payable by the Contractor to the MPPMCL under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the Contractor by the MPPMCL on any account whatsoever and in the event of his Security Deposit being reduced by reasons of any such deductions or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof. The Security Deposit referred to when paid in cash may at the cost of the depositor, be converted into interest bearing securities, provided the depositor expressly has desired this in writing. Note : Any sum deposited by the Contractor or amount of deductions made under clause 1 always may, if the contractor so desires be converted into one of the recognized forms of interest bearing securities to be approved by the Officer sanctioning the Contract. Provided the amount to be converted is not below ₹. 1,000/- (one thousand) and the period of Contract warrants such conversion. Such securities should be endorsed to the S.E./E.E.(Civil).....MPPMCL in favour of MPPMCL, Jabalpur. Incidental charges as decided by the MPPMCL for such conversion shall be born by the Contractor.

47 Settlement of Disputes and Arbitration

All questions relating to the meaning of the specification designs, drawings and instructions issued under this contract and as to the quality of workman ship or materials used on the work or as to any other questions, claim, rights, matters or things whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works or the execution or failure to executed the same whether arising during the execution of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer (Civil) in writing for his decision within a period of 30 days of such occurrence. Thereupon the Superintending Engineer (Civil) shall give his written instructions and/or decisions within a period of 30 days of such request. Upon receipt of written instructions or decision, the contractor shall promptly proceed without delay to comply such instructions or decision. If the S.E. (Civil) fails to give his instructions or decision in writing within a period of 30 days after being requested or if the contractor is aggrieved against the decision of S.E.(Civil) the contractor may within 30 days thereafter appeal to the Addl.C.E.(Civil) who shall afford an opportunity to contractor to be heard and to offer evidence in support of his appeal. If the contractor is not satisfied with the decision of the Addl.C.E.(Civil) he may within 30 days thereafter appeal to E.D.(Civil) for his decision on the dispute. In case there is no Addl.C.E.(Civil) supervising the works, the appeal should be made directly to E.D.(Civil) who on receipt of the representation from the contractor, may appoint an officer who is not concerned with the works, to decide the dispute within 30 days. In case the contractor who is aggrieved by the decision of the E.D.(Civil), he may refer the matter to the E.D.(Civil), within a period of 30 days from the date of the said decision, so that the CMD, MPPMCL may appoint a Committee to decide the dispute. The committee formed by the MPPMCL as per this clause would only consider the claim and give its opinion. The view of the committee shall be submitted to the CMD, MPPMCL whose decision shall be final and binding on both the parties. "All disputes arising out of this contract agreement/purchase order etc. shall be

determined by a competent Court at Jabalpur only".

48 Specifications to be followed

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

49 Stores supplied by the MPPMCL

If the specification or estimate of the work provided for the use of any special description of materials to be supplied from the Engineer-in-charge's stores, or if it is required by the contractor shall use certain stores to be provided by the Engineer-in-charge, the Contractor may be supplied with such materials as required from time to time for the purpose of the Contract only or for any other purpose incidental to the Contract, provided that such purpose and the quantity is approved in writing by the Engineer-in-charge. The Contractor is advised in his own interest to draw the minimum quantity of material required to be utilized on the works. All materials supplied to the Contractor shall be used for the work only and shall not on any account be removed from the site of works and shall at all times be open to inspection by the Engineer-in-charge. If at any time, it is noticed that any material issued by the department is found missing or misused by the contractor, recovery for such material shall be made from the Contractor at the book value including incidental charges or the current market rate whichever is higher plus 24% supervision charges. All material issued by the department, rendered surplus or left unused in the original shape and size and in perfectly good condition shall be returned to the MPPMCL stores, if the Engineer-in-charge so desires. The decision of the Engineer-in-charge as to whether the material is in perfectly good condition or not shall be final and binding on the contractor. The contractor shall have no claim for compensation on account of any such material so supplied to him as aforesaid unused by him or for any wastage in or damage to any such materials.

50 Subletting the contract

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

51 Submission of bill

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

52 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the MPPMCL without reference to the actual loss or damage sustained and whether or not any damage

shall have been sustained.

53 Time limit for claim of the Contractor

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

54 Transport of materials

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

55 Visit to site etc

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

56 Work to be open to Inspection

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

57 Work to be under the direction of Engineer-in-charge/superintending Engineer

All work to be executed in the contract shall be executed under the direction and subject to the approval in all respects of the engineer-in-Charge/Superintending engineer of the division / Circle who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

58 Completion period

The time is essence of the contract & work shall be completed in all respect within the time specified i.e. 01 (One) Year including rainy season from the date of handing over of site. In case the work is not completed within stipulated period, the penalty as decided by the competent authority over contract sum will be imposed with maximum of 10% over contract sum or executed value whichever is higher.

59 Maintenance period

The maintenance period for this work is stipulated as N I L as per clause No. 16 of General Condition in contract document.

Works - Special Conditions of Contract

1 Breach of Contract

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

2 Changes in Design

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

3 Construction Programme

In order to fulfil the condition for which the development has been designed, the contractor & Engineer -in-charge shall, prior to the commencement of work and within 30 days after date of receipt of notice to proceed with the work by the contractor, arrange a definite construction programme or schedule covering the order in which the work is to be carried out so as to ensure the under-lying conditions on which the design is based and shall be maintained in their entirety and without any interference with the expeditious and economical carrying out of the contractors projected scheme of procedure. The several sections of the work shall be carried out in such order as to permit the completion of the whole work within the stipulated time and as closely as possible in conformity with the agreed upon construction schedule. The construction programmes shall be in such form and in such detail as to properly shows the sequences of operations and the period of time required for completion of the work under each operation. However the Engineer-in-charge shall have the power to alter the construction programme due to exigencies of work. In case of any disagreement between contractor and the Engineer-in-charge regarding such construction programmes, the programmes as decided by the Superintending Engineer (Civil) shall be final and binding on the contractor.

4 Contractor's Representative and Workmen

The contractor shall at his expense employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the contractor and approved by the Engineer-in-charge to supervise the construction of the work. The said representative or if more, then one of such representatives shall be present on the site during working hours, and written order or instruction which the Engineer-in-charge or his duly authorized representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor. The Engineer-in-charge shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the contractor shall remove the person so objected to, upon receipt from the Engineer-in-charge of notice in writing, requiring him to do so and shall provide in his place a competent substitute. The contractor shall not contravene any of the provision of Factories Act 1948 as amended from time to time. The contractor shall remove from the work any person found working who does not satisfy this condition and no responsibility shall be accepted by the MPPMCL for any delay caused in the completion of the work by such removal. The MPPMCL shall also not be liable for any contravention of the laws in force by the contractor who shall solely responsible for the same.

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

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

employers and shall so take steps properly to ensure against any claims there under. On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer-in-charge of the MPPMCL the fact of such accident. The contractor shall indemnify the MPPMCL against all losses or damages sustained by the MPPMCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the MPPMCL as a consequence of the MPPMCL'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 MPPMCL and arising out of the matter referred to and in respect of which to contract is liable under this clause the contractor shall be immediately notified thereof, and he shall, with the assistance, if he so requires, of the MPPMCL but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise, there from. In such case, the MPPMCL 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 MPPMCL as principal employer, it shall be lawful for the Engineer-in-charge to retain out of moneys due and payable to the contractor such sum or sum of moneys as may in the opinion of the Engineer-in-charge be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause. The amount of all costs, damages or expenses or other sums which under this or any other contract shall be payable by the contractor to the MPPMCL may be deducted by the MPPMCL from any money due or becoming due by it to the contractor under the same or any other contract, without prejudice to the MPPMCL right to recover the same by ordinary process of law.

6 Damage to Works

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

7 Data to be furnished by the Contractor

The contractor shall submit the following to the Engineer-in-Charge. (a) Proposed construction programmes and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract. (b) Approximate monthly requirements of cement and M.S./HYSD reinforcement bars for the entire construction period within 4 weeks of the date of receipt of the notice to proceed with the work in pursuance of the conditions of contract. (c) Programmes of requirements of materials, if any, to be supplied by the department with respect to the time schedule, within 6 weeks of date of receipt of notice to proceed with the work in pursuance of the condition of contract. (d) Layout plan of diversion and care of river, materials storage, plant and machinery required for the construction of the work within 4 weeks of the date of notice to proceed with the work. The Engineer-in-Charge shall scrutinize the above and his decision in writing shall be final and binding on the contractor.

8 Death, bankruptcy or Breach of Contract

If the contractor dies or becomes insolvent or bankrupt or has a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act or insolvency or bankruptcy or being a corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed, or commit any breach of contract, the MPPMCL shall be entitled forthwith by notice in writing

to the contractor or his assigns or legal representatives to determine the contract and the MPPMCL may in that event complete the contract in such time and manner and by such persons as the MPPMCL shall think fit at the risk, cost and liability of the contractor.

9 Departmental Supply of Materials

The Contractor shall have to obtain the materials specified under Schedule B of the General Conditions of Contract from the MPPMCL's Stores only unless otherwise specifically permitted by the MPPMCL to procure the same from elsewhere. The cost of such materials issued from the MPPMCL Stores will be recovered from the contractor's bills at the rates specified in the said schedule. The materials will be issued from the departmental stores as mentioned in Schedule B and the contractor will have to make his own arrangement for transport of the materials from the stores to the work at his own cost. Materials to be supplied by the department will be supplied in standard sizes, lengths and quantities or as available unless specifically mentioned otherwise and cost recovered from the contractor for the quantities issued. The contractor shall further at all times satisfy the Engineer-in-charge on demand and by the production of records or books or submission of return and proforma as directed, that the materials supplied are being used for the purpose for which they are supplied and the contractor shall at all time keep the records up to date to enable the Engineer-in-charge to apply such checks as he may desire to impose. The contractor shall not without the written permission of the Engineer-in-charge utilize or dispose off the materials for any purpose other than that intended in the contract. Cement, reinforcement steel and structural steel will be supplied to the contractor if so specified in Schedule B at the rates specified in the said schedule at the departmental stores at the location specified under Schedule B. The contractor shall make his own arrangement for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement shall be kept in storage for more than 120 days. If any cement is kept as long as 120 days, it will be tested before use at the cost of contractor and if found defective in any way it shall be discarded from being used and cost at penal rate (department store issue rate or average market rate or whichever is higher plus 50%) will be recovered from the contractor. Steel, if supplied by the department, shall be transported to the site at contractor's own cost. The contractor shall make his own arrangement for keeping steel at site. In respect of an item of work which involves use of cement, the base rate shall be corresponding USR rate minus the cost of cement based on theoretical consumption as indicated in USR (or in the tender document, wherever not indicated in USR) at the rate of ₹. 215/- per bag. The item shall be paid from this base rate plus/minus the accepted percentage. The contractor will be responsible for the safe custody of all departmental materials issued to the satisfaction of the Engineer-in-charge and will be required to tender proper account of all allocation and disposal of these materials showing when they were issued on the works. The contractor shall return in sound condition all such materials which are not used in works. In case he is unable to account for the full amount of the materials issued to him, recoveries will be effected from him at average issue rates or average market rates whichever are higher plus 50 percent (average issue rates or average market rates means the weighted average of the issue rate or market rate for the issued made from time to time during the period of the contract) The contractor will be deemed to be unable to account for the materials if the materials are not used in works or not returned to department in good condition to the satisfaction of the Engineer-in-charge. The MPPMCL will not be responsible for any delay in supply of departmentally supplied material such as structural steel sections, M.S. reinforcement bars and cement as mentioned in Schedule-B. The delay due to late supply will, however be given due consideration in granting extension of time for the completion of the work, if found necessary. No compensation or claim or damages for idle time will be entertainable on this score. If the contractor request the Engineer-in-charge for issue of such materials as are available in the stores of the Engineer-in-charge, the contractor may be supplied these materials from the stores provided these are required for direct use in this work. The contractor shall pay for such materials and stores issued to him at the book value or the current market value (inclusive of incidentals in both cases) whichever is higher plus 24% supervision charges on the cost of the materials. Other materials which may be available in the stores, may be issued on hire if the Engineer-in-charge consider it necessary in the interest of work, but for such materials, hire charge shall be recovered @ 2% per month of the book value inclusive of incidental charges and supervision charge @ 24% and the contractor shall be responsible to return the materials in the original condition in which they were issued. All materials required for the work other than those are specifically mentioned in the said Schedule B shall be supplied by the contractor at

his own cost. Recommendations to authorities wherever required may be made by the departments but the responsibility for the supply of the materials shall be that of the contractor and no excuse on this account for delay in the work shall be accepted. All unused materials, either supplied directly by the MPPMCL or obtained by recommendation of the MPPMCL which in the opinion of the Engineer-in-charge are likely to be useful to the MPPMCL shall be returned in good condition at the original cost paid for if so decided by the MPPMCL.

10 Drawings and Specifications

The drawings show the work to be done, as definitely and in such detail as is possible at the present stage of development of the design. The attached drawings will be supplemented or superseded by such additional and detailed drawings, as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes more completely than are shown on the attached drawings for all features of the work. The contractor shall be required to perform the work on these features and in accordance with the additional general and detailed drawings mentioned above at the applicable unit prices tendered in the Schedule for such work of similar nature, as determined by the Engineer-in-charge. The contractor shall check all drawings carefully and advise the Engineer-in-Charge, of any error or omissions discovered. The contractor shall not take advantage of errors or omissions in these drawings. The drawings and specification are to be considered as complimentary to each other and should anything appear in one that the other does not have, no advantage shall be taken of such omission. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and interpretation of said specifications or drawings or as to the dimension or the quality of materials or the proper execution of the work or as to the measurement or quality and valuation of the works executed under this contract as extra thereupon the same shall be brought to the notice of the Engineer-in-Charge before the work is carried out and clarifications in writing is obtained from the Engineer-in-Charge. Figured dimensions and drawings shall supersede measurements by scale and drawing to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly. One copy of drawings and contract documents shall be kept at all times at the site of the work by the contractor.

11 Electrical Energy

Electrical energy may be supplied if available on getting request from the contractor for construction purpose (including lighting and power) at tariff in force from time to time under the separate agreement. The Company will not be responsible for the inconvenience caused due to failure of electrical energy and or power supply and no compensation for delay in works on this account can be claimed by the contractor. In case the contractor fails to pay the charges due from him for supply of electrical energy in time, the Company shall recover the same from any due payable to the contractor along with such surcharges and departmental charges as may be fixed by the Company from time to time.

12 Examination and test on completion

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

13 Execution of Works

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

14 Fencing and Lighting

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

15 General

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

16 Housing accommodation and water supply

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

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

The provisions on Employees Provident Funds and Miscellaneous Provisions Act, 1952 are applicable in respect of work charged and NMR employees. The following instructions are to be followed for statutory compliance and proper implementation of the E.P.F. Act. a. The definition of the work Employee includes any person employed directly by the establishment on work charged/NMR or by or through the contractors including daily rated or piece rated employees. b. Every employee shall have to be enrolled for the membership of Employees Provident Fund from the date of his joining i.e. deductions towards E.P.F. are to be effected from the 1st 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 labour in accordance with the provisions of the law. e. A representative duly authorized by the Principal employer shall be present at the time of disbursement of wages by the

contractor and certify the amount paid as wages.f. The contractor shall ensure the disbursement of wages in the presence of authorized representative of the Principal employer.g. In respect of employees employed by or through a contractor shall recover the contribution payable by such employees and shall pay to the principal Employer the amount of Member's Contribution so deducted together with an equal amount of contribution and also administrative charges as specified in the E.P.F. Act.h. In case the contractor fails to make payment of wages or remittance of E.P.F. Contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of full wages or the unpaid balance due, as the case may be, to the contract labour employed by the contractor or to the R.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

18 Inspection of Tests

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

19 Insurance

(i) The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the MPPMCL with "any of the nationalized General Insurance Companies" all the work in progress, plants, equipments, stores, instruments, implements, tools and all other materials whatsoever against loss, destruction or damage by fire, flood or any other cause whatsoever including war, rebellion, Civil communal riot and all liabilities under the workmen's compensation Act, in respect of death or body injury payable to any worker and damage to property of the third persons.(ii) During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this Insurance policy on foot and deliver to the MPPMCL the receipt of such payment within seven days after the same shall have become due. In the event of the contractor refusing or neglecting to effect insurance as aforesaid of keeping the same on foot by making payment as aforesaid or to deliver receipt to the MPPMCL, it shall be lawful for the MPPMCL to effect the insurance as aforesaid and to pay the premium thereon and deduct the cost of such insurance or the amount of premium so paid from time to time from any sums payable to the contractor under this contract.(iii) Provided further that if the contractor or the MPPMCL has not effected such insurance, the liability for any loss occurring due to the cause mentioned in sub- clause-(i) above shall be that of the contractor and it shall be lawful for the MPPMCL to deduct by way of penalty the whole cost if insurance including the amount of premium that would have been paid from time to time from any sums payable to the contractor under this contract, has such an insurance been effected.

20 Laws and Regulations

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

1998.

21 Materials brought on the site

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

22 Other Term

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

23 Patents, Rights etc.

The contractor shall fully indemnify the MPPMCL against all actions, suits, claims, demand, cost, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters, patents, designs, trade marks or name/copy right or other protected right in respect of any machine, plant, work, materials, things or system or method of using, fixing, working of arrangements used or fixed or supplied by the contractor but his indemnity shall not extend or apply to any action suit, claim, demand, cost charges or expenses arising from or incurred by reasons of the use of the works or any part thereof otherwise then in the manner for the purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, materials, thing, system or method as aforesaid (whether payable in one sum or by method of installments or otherwise) shall be deemed to have been covered by the contract price and payable by the contractor. In the event of any demand or claim being made or action or suit brought against the MPPMCL in respect of any such matter or matters as aforesaid, the contractor shall be duly notified thereof and he shall conduct all negotiations for the settlement of such claim or demand and such action or suit shall also be conducted by him subject, if any, so far as the MPPMCL shall think proper to the supervision and control of the MPPMCL through the officer duly authorised in this behalf.

24 Power to vary or omit works

No alterations, amendments, omission, suspensions or variations of the work (hereinafter referred to as variations) under the contract other than as shown in the approved contract drawings and the specifications, shall be made by the contractor except as directed in writing by the Engineer-in-charge but the Engineer-in-charge shall have full powers and subject to special conditions herein from time to time during the execution of contract by notice in writing to instruct to make such variation without prejudice to the contract, and the contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variation would in the opinion of the contractor, if carried out, prevent him from fulfilling any of this obligation or guarantee under the contract, he shall notify the Engineer-in-charge in writing and the Engineer-in-charge shall decide forthwith whether or not the same shall be carried out. If the Engineer-in-charge confirms his instructions, the contractors obligations and guarantee shall be modified to such an extent as may be justified. The difference of

cost, if any on account of any such variations, shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedule of prices so far as the same may be applicable and where the rates are not contained in the said schedule or are not applicable, they shall be settled by the Engineer-in-charge as stipulated in clause 13 of General conditions of contract. In any case in which the contractor has received instructions from the Engineer-in-charge as to carrying out the work which either then or later will in the opinion of the contractor involve a claim for additional payments, the contractor shall within 30 days of the receipt of the aforesaid instructions advise the Engineer-in-charge to that effect in writing.

25 Rejected Materials

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

26 Removal of temporary work, plant and surplus materials

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

27 Rights of other contractors and persons

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

28 Setting out work

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

29 Time is the essence of Contract

Wherever the progress is not according to construction programme approved by the Engineer-in-charge, a penalty for short progress will be imposed at the same rate as provided in clause 2 of General Conditions of contract. The contractor shall at all times, during the continuance of the work, execute it with such forces and equipment as in the judgment of the Engineer-in-charge are necessary to complete it within the specified period of time. The capacity of the contractor's construction plan, sequence and methods of operation and the force employed shall at all times during the continuance of the contract be subject to the approval of the Engineer-in-charge and shall be such as to ensure completion of the work within the specified period of time

30 Use of MPPMCL's Railway siding

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

other specified charges as fixed by the MPPMCL for the use of the siding.

31 Use of Excavated Materials

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

32 Use of work pending completion

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

33 Working Hours

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

34 Works-Scaffolding, working platforms and stairways

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

where there is danger of falling from a height exceeding 16 ft. suitable precautions shall be taken to prevent the falling of persons or materials.(m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from the scaffold or other working places. The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him: -(a) Hoisting machine and tackles including their attachments, anchorages and supports shall (i) Be of good mechanical construction, sound materials and adequate strength and free from latent defects, and, (ii) Be kept in good hoisting working order.(b) Every rope used in hoisting or lowering materials as a means of suspension shall be of suitable quality and adequate strength and free from latent defects.(c) Hoisting machine and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in positions at intervals to be prescribed by the Engineer-in-charge.(d) Every chain, ring, hook shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.(e) Every crane driver or hoisting appliance operator shall be properly qualified.(f) No person who is below the age of 25 years shall be in control of any hoisting machine, including any scaffolding or give signals to the operator.

SCHEDULE - 'B'**(Applicable only in respect of issue of any material by MPPMCL)**

Schedule of materials to be supplied by the MPPMCL for work contracted to be executed and the rates at which they will be issued.

Particulars	(Rate at which the material will be issued to the contractor)	
	unit	Rs.
1. Cement in non-returnable bags	Tonne	
2. M.S. Reinforcements (Plain bars)	Tonne	
3. Tor Steel (HYSD)	Tonne	
4. Structural steel	Tonne	

NOTE:-

- (a) The above materials will be issued from MPPMCL's Stores at site. In case there are more than one stores at the site, the issue will be made from the store nearest to the site of work where the material intended to be issued for the work under this contract is stored at the time of issue.
- (b) The materials will have to be transported to the site of work by the Contractor at his own cost. No handling or transportation charges shall be paid on this account.
- (c) If any material in the opinion of the Engineer-in-Charge remains unutilized for a period beyond one month, the Contractor may have to pay interest charges at 1% of the departmental store issue rate of material for the period in question per month on the value of un utilized stores.
- (d) Steel shall be issued in random sizes and lengths or in coil as available with the MPPMCL.
- (e) The materials issued from the departmental stores under this schedule shall be fully accounted for as required under clause 14 of special conditions of contract. In accounting for the store materials issued to the Contractor, allowances as indicated below against each item will be made to cover all wastage and losses that may be incurred in the process of handling, conversion and also use in enabling works incidental to the main work.
- (i) Cement**
2 (Two) percent allowance will be made to cover wastage, etc.
- (ii) Structural steel.**
5 (Five) percent allowance will be made for wastage. For accounting purpose, invisible wastage at 1 (one) percent only shall be permissible.

(iii) M.S. Reinforcements/Tor Steel

3 (Three) percent allowance will be made for wastage. However, all scrap shall be properly accounted for and no scrap or cut-pieces shall be removed from site or otherwise disposed without prior inspection and permission in writing by the Engineer-in-Charge

All off cuts, cut pieces and scrap are deemed to be included within the above limits of allowances. While the ownership of these materials remains with the department, the Contractor will be responsible for its safe custody from the date of issue till is accounted by adjustment through the R.A. Bills/final bill or return to the stores.

The Engineer-in-Charge shall make a theoretical assessment of all departmental materials issued as per constants given in the specifications and drawings based on final bill of quantities. Any variation between the theoretical assessment and actual consumption shall be treated as uncounted by the Contractor excepting for the allowances given above. If the actual consumption (other than cement) after deduction for wastage in conversion is found to be less than the theoretical assessment, measurements for items of work incorporating such materials will be restricted to quantities relating to actual consumption. In the case of cement, however this stipulation will be applicable only if the minus variation is beyond two percent. Recoveries for less consumption of cement beyond two percent will be made at the department store issue rate plus 75% In case of loss/damage or non-return of the materials left unused the rates at which they will be recovered, will be the departmental store issue rates or average market rate for the period under question, whichever is higher plus 50%.

The contractor shall submit to the engineer-in-Charge his monthly demand of materials in pursuance of Clause 3 of "Special Conditions of Contract". If as any time it is desired that the Contractor shall give his Quarterly demand of materials, he shall do so at least 4 weeks in advance of the date of receipt of advice, And at occasions of weekly demands, at least 7 days in advance of the date of receipt of advice.

M.S. bars be issued for purpose of reinforcement and for window bars only

Tor steel / M.S. bars supplied under this schedule shall be considered as tested steel for all purposes

Cement will not be issued for manufacture of cement tiles or terrazzo tiles

Cement consumption will be calculated based on cement constant given in "APPENDIX-I" of USR WRD (w.e.f. 01-02-2009)

Materials to be arranged by the contractor -

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

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

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

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

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

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

The Engineer-in-charge shall make a theoretical assessment of cement as per constants given in the specifications,

drawings on the basis of final bill of quantities. The measurement of all the steel shall be by linear method multiplied by standard unit weight as per IS.

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

Model rules relating to water supply and sanitation in labor camps

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

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

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

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

Form of Certificate of Income Tax

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

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

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

PARTICULARS OF THE CONTRACTORS

1. Name and address of the contractor
2. Particulars of registration and class in which registered
3. Reference may be made to:-

(1)

(2)

(3)

4. Previous experience in erstwhile MPSEB, Railways, P.W.D. and other works.

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

5. Details of works held by the tenderer at the time of submitting this tender

S. No.	Name of work held	Agreed period of Contract from to	Probable Period of completion	Cost of Balance work remaining to be done and probable date of completion
(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				
(vii)				
(viii)				

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

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

Preamble to probable items of work

1. The various items listed at Bill of quantities must be read with the specifications and the tenderer will be deemed to have examined the general condition, drawings, specification and form of tender and contract for himself and to have visited the site and to have acquainted himself with the detailed description of the work to be done and the way in which it is to be carried out as also nature of roads and cart, tracks available for access to site etc.
2. All works described in the enclosed Bill of quantities shall be executed in accordance with the drawing and specification for the work and as ordered by the Engineer-in-charge.
3. The items included in the probable items of works are only for the purpose of giving a detailed idea of the type of work to be executed under the contract and are given for the convenience of forming a common basis for the tenders. These items of the works shall therefore not be considered as the only items of work to be carried out it being the intention of the contract (except where otherwise specifically stated) that all work mentioned therein shall be carried out by the contractor, or completion of the work, the Engineer-in-charge or his authorized representative shall measure and pay for the various items at the accepted rates. The payment shall be according to the net measurement only as measured on the site (notwithstanding any trade, custom to the contrary) as more fully set forth in the relevant clause of General Conditions and the specifications. Any special methods of measurement used are stated hereafter. All other items are measured net in accordance with the drawings, and the allowance has been made for wastage or overlaps or rejected materials.
4. The rates quoted by the contractor shall include supplying all materials and labour necessary for completing the work in the best and most workman like manner and for maintaining the same in accordance with the provision of specification and conditions of contract, for the erection and removal, on completion, of all the necessary scaffolding, for providing all water required for the work including payment of all charges for the same, for all fencing required to enclose the site of work, to prevent trespassing and all other purpose required by the Engineer-in-charge for all mats, cloths etc. to exclude dirt and dust and for all other purposes required by the Engineer-in-charge for carting away all debris and rubbish, for removing paints, stains for cleaning floor, doors, windows etc. for leaving the premises in clean, satisfactory state of completion and for working in conjunction with and attending on all other contractors employed on the building.
5. All materials, articles and workmanship shall be best of their respective kinds for the class of work described in the contract specification and the materials should be obtained from source approved by the Engineer-in-charge.
6. The rates to be quoted by the tenderers are to be the full inclusive of value of the work described under the several items including all costs and expenses which may be required for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based.
7. When materials are supplied by the MPPMCL, the place of supply will usually be specified and no extra payment will be made for conveyance, leads, lift, loading, unloading or stacking unless such is expressly stated in the tender notice.

If the place of supply is not so specified, the tenderer should obtain the information before tendering, otherwise absence of information regarding place of supply will not entitle the contractor to extra payment.

The rates will be deemed to include all T& P required for the purpose and all materials except those expressly mentioned in the schedule B, if to be supplied free of cost by the department.
8. General directions and descriptions of work and materials given in the specifications are not necessarily repeated in the probable items of works. Reference is to be made to the specification for this information.
9. The contractor shall work amicably and co-operate with the building; electrical and such other contractors working in the area and shall carry out his work without any disturbance to them.
10. The contractor shall also provide for necessary qualified technical staff, operators, labor, materials, scaffolding,

shoring, tools and plant of every kind, quality and description whatsoever necessary for the speedy and efficient execution of the work.

SCHEDULE-I
(PRICE SCHEDULE)

SNo.	Particulars	Qty. Reqd.	Unit Of Measurement	Rate	Amount
1	NSOR - Sweeping & cleaning of common stair case up to roof landing & common passage of residential blocks (NED, NDD, NFD) including disposal of waste materials, garbage etc. to the nearest dustbin as per direction of Engineer In charge. Base Rate Rs.11.88 Per Stair (11.88 x 3) = 35.64	1768	Each		
2	NSOR - Cleaning of all types of road side drains other connecting drains, kitchen drains of any size and depth including removal of deposited spoils, vegetation, waste and other garbage sludge, brick bat including collecting & disposal of the same to the nearest garbage bins. 2800M 52 Times = 145600M. Base Rate Rs. 0.72 Per Meter.	145600	Meter		
3	NSOR - Cleaning of main Nallah (Drain) upto 1.5 meter width and average depth 0.60 meter including removal of deposited spoils, vegetation, waste and other garbages, sludge, brick bat including collection and desposal of the same to the desired location within 1.0Km area as per direction of Engineer-in-charge. 150M 06Times in a year = 900M Base Rate Rs.15.75 Per Meter.	900	Meter		

4	NSOR - Sweeping and cleaning of Open area and road etc. as per direction of Engineer-in-Charge including disposal of waste materials in the dust bins of common places as instructed by the Engineer-in-Charge. (A) Road 4500M2 104Times in a year = 468000 M2 Base Rate Rs. 0.14 Per M2	468000	Square Meter		
5	NSOR - Sweeping and cleaning of Open area and road etc. as per direction of Engineer-in-Charge including disposal of waste materials in the dust bins of common places as instructed by the Engineer-in-Charge. (B) Open Area 6500M2 52Times in a year=338000 M2 Base Rate Rs.0.13 Per M2	338000	Square Meter		
6	NSOR - Collection & disposal by any means the garbage, waste rubbish uprooted plants, brick bats, cow dung, hedge waste etc. from the dustbin and disposal of the same as per the direction of Engineer In charge. (Within 01Km.)- 14Nos. 52 Times in a year = 728Nos. Base Rate Rs.71.30 Per Time.	728	Each		
7	NSOR - Cleaning of septic tank of various locations including disposal of sludge as per the direction of Engineer In charge- 2Nos. in a year. Base Rate Rs.1050/- Per Times.	2	Each		
8	NSOR - Dry sweeping of all type ordinary floor in office sheds and other office buildings and connected entrance verandah covered to corridor with soft	28300	Square Meter		

	broom including collection of debris with dust and waste paper disposing off at suitable locations as desired by the engineer in charge including all leads and lifts cost of all tools and tackles materials, labour etc. required for complete works as instructed by the Engineer-in-Charge. 100 M2 283 Times in a year = 28300 M2 Base Rate Rs. 0.26 Per M2.				
9	NSOR - Washing/ Cleaning of floor, dado, skirting, wash basin urinal pot, WC pan of toilet with phenyl and approved washing powder and once in a week wash with cold acid and removing all waste materials, spider webs and disposal at specified locations, provide 3Nos naphthalene balls to be kept every time in urinal pot and wash basin including cost of all material tools and tackles labour etc. complete as per the direction of Engineer In charge- Attached toilet- 03Nos. 283Times in a year=849 Nos. Base Rate Rs.31.50 Per Time.	849	Each		
10	NSOR - Clearing of WC choke of various type quarters with the help of bamboos, necessary chemicals, T&P, labour including removal of obstructions and disposal of the removed material to the desired location within 1.0KM area all complete as per instructions of Engineer-in-Charge. 250Nos. in a year. Base Rate Rs.105 Per Time.	280	Each		
11	NSOR - Cleaning of chhajjas of various size in various blocks including removal of weeds, plastic / polythene bags, waste materials etc. by any means and disposal	51	Each		

	the same within 1.0KM area as per the instructions of Engineer-in-charge. 17Blocks 03Times in a year = 51Nos. Base Rate Rs.157.5/- Per Times.				
12	NSOR - Removals of beehives from residential and non-residential building at any height (Maximum 9M) and apply chemical treatment over surface of all for protection from beehives. Base Rate Rs.469/- Each.	12	Each		
13	NSOR - Disposal of dead animal by any means within 02 hours from the reported time from the site to desired place away from colony as per the instruction of Engineer-in-charge.(A) Small animals- As when required (i.e. Cat, Dog, Calf, etc.) Base Rate Rs.252/- Each.	24	Each		
14	NSOR - Disposal of dead animal by any means within 02 hours from the reported time from the site to desired place away from colony as per the instruction of Engineer-in-charge.(B) Big animals – As when required (i.e. Cow, Buff low, Pig etc.) Base Rate Rs.420/- Each.	10	Each		
15	NSOR - Removal/ cutting, uprooting of all varieties of shrubs from colony/office area where ever required and its collection and disposal at the desired place or in desired manner i/c controlled burning for making the area clean as directed by the Engineer in charge i/c all T&P, lead & other necessary arrangements etc. complete. 6500 M2 x 2 times in a year = 13000 M2 Base Rate	13000	Square Meter		

	Rs.0=70 Per M2. AS PWD SOR NO. 2.3 RATE 2.13 PER SQM.				
	Amount				
	USR Percentage				
	Total Amount				

- Note:**
- i) The bidders are advised to quote the rate % (Percentage) above/below of bid value which is based on the base rate of each item, given in the last of description of item.
 - ii) The Rate should be quoted exclusive of GST.
 - iii) Contractor would have deploy minimum 03Nos. labour per day working 8 hours for the execution of items of bill of quantity.
 - iv) Contractor will have to submit attendance sheet of workers. Evidence of payment of minimum wages for 8 hours per day in their bank account. Remittance of E.P.F. & ESIC Contribution every month. In absence of any one documents payment of bill would not be processed.
 - v) Please note that on any working day if contractor engages less than 03Nos. labour, the deduction of Rs.500/- per person per day shall be deducted from executed value of work.