Madhya Pradesh Rural Road Development Authority (MPRRDA)

TENDER DOCUMENTS

For

"Shifting/Raising of High Voltage (HV)/ Medium Voltage (MV)/Low Voltage (LV) Lines and Poles from Alignment of PMGSY Road

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 004

August - 2009

Madhya Pradesh Rural Road Development Authority Instruction to Bidder (ITB)

1.	OFFICE OF THE GENERAL MA PROJECT IMPLEMENTING UN	ANAGER	
2.	Tender Documents issued to M.	/s /Shri	
3.	Tenders invited on		(date)
4.	Due date of receipt of tenders	(date) upto	(time)
5.	Name of work	"Shifting/Raising of High Voltage (HV) Voltage (MV)/Low Voltage (LV) lines alignment of PMGSY Road	and poles form
6.	Amount of estimate	Rs	
7.	Probable Amount of contractRs (excluding tender percentage)		
8.	Amount of earnest money depos (Two percent of probable amou	sit Rsnt of contract)	
9.	Cost of tender documents		
10.		worke date of issue of order to commence the v	
11.	Work to be done on rates quote	d by the tenderer	
Date :			
		GENERAL MANAC M.P. Rural Road Developmo PROJECT IMPLEMENT	ent Authority

Madhya Pradesh Rural Road Development Authority (MPRRDA) PROJECT IMPLEMENTING UNIT

Instruction to Bidder (ITB)

1. INTRODUCTION

1.4

1.5

and Deve PM by M	ed tenders are invited by the Authority for the following work in prescribed form will be received at the office of the General Manager M.P. Rural Road elopment Authority
1.	Name of work : "Shifting/Raising of High Voltage (HV)/Medium Voltage (MV)/Low Voltage (LV) lines and poles form alignment of PMGSY Road
2.	Amount of estimate Rs.
3.	Probable amount of contract Rs.
4.	Amount of Earnest money deposit Rs. (Two percent of probable amount of contract)
5.	Time allowed for completion months including rainy season from the date of written order to commence the work.
	more than one tender shall be submitted by a contractor or by a firm of ractors for this same package.
partr	wo or more concerns, in which an individual is interested as a proprietor and or ner, shall tender for the execution of the same work. If they do so all such ers shall be liable to be rejected.
MPR	ication for issue of tender documents shall be submitted to General Manager RRDA,Project Implementing Unit so as to reach his office ater than(date)
to be with will b	der documents consisting of plans, specifications, bill of quantities of the work e done, the conditions of contract and other necessary documents together addressed envelope to be used for submission of tender and other documents be open for inspection and issued on payment of Rs on or before (date) and upto

1.6 The copies of other drawings and documents pertaining to work signed for the purpose of identification by the accepting officer or his accredited representative and samples of material to be arranged by the contractor will be open for inspection by tenderers in the office of the General Manager MPRRDAProject Implementing Unit during working hours between the dates mentioned in clause 1.5 above.

2. **RATES**:

- 2.1 The bill of quantities of items of work to be executed is enclosed as Annexure -D.
- 2.2.1 Contractor should quote his rates for the items mentioned in the bill of quantities in Annexure D of this N.I.T. Rates quoted shall only be considered. The rates should be expressed in figures as well as in words and the unit should be as given by the Authority. The contractor will not have the freedom to change the unit. No percentage above or below the rates shall be quoted.
- 2.2.2 The tenderer shall fill in his tendered rates for all items of work described in the bill of quantities. The tendered rates of items against which no rate is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the rates of other items in Annexure D.
- 2.3 If the tender of the successful tenderer is imbalanced or "front end loaded" in relation to the estimate of the work the amount of the security deposit, set forth in clause 3.5 of NIT, shall be increased at the expenses of the successful tenderer to a level sufficient to protect the Authority against any financial loss in the event of subsequent default of the successful tenderer under the contract.
- 2.3.1 In case, where the aggregate of expected contract payment would, at any time, exceed the estimate of actual work performed by more than the amount of security deposit specified in Clause 3.5 of NIT, such security deposit shall be increased accordingly at the expenses of the successful tenderer up to a limit / level mentioned above.
- 2.3.2 The rates quoted in the tender for the various items of work will not be altered by the contractor during the currency of contract.
- Note- If there is any difference between the amount in words and figures written in the bill of quantities by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work earnest money deposit of the contractor shall be forfeited.

Lead And Lift of Water :- No lead and lift for water shall be payable to the contractor.

Lead And Lift of Material:- No lead and lift for material shall be payable to the contractor.

Non-Scheduled Items of Work: During the execution of the work there is likelihood of such items of work, which are not given in the bill of quantities, contractor will have to carry out such items of work.

Rates of such items of work which do not find place in the bill of quantities shall be decided by the Chief General Manager and shall be binding on the contractor. The quantum of such items of work will not exceed 10% of amount of contract unless accepted by the Authority and the contractor.

3. SUBMISSION OF TENDER:

Earnest Money Deposit: No tender will be received without earnest money deposit (Two percent of probable amount of contract) of Rs......which will be returned to the unsuccessful tenderers on rejection of their tenders or earlier as may be decided by the competent authority. It will, however, be retained of the successful tenderer as part of security deposit.

Earnest Money Deposit in Separate Cover:- Earnest money deposit in one of the prescribed form should be produced / sent separately and not kept in the cover containing the tender and if the earnest money is not found in accordance with the prescribed mode, the tender will be returned unopened to the tenderer.

Adjustment of Earnest Money Deposit:- Earnest money deposit for a particular work will not ordinarily be adjusted towards the earnest money deposit for another work, but if the tender of contractor for a work in the same Project Implementing Unit has been rejected and earnest money has not been refunded to him due to any reason, it may be so adjusted by the General Manager.

Security Deposit: The amount of security deposit shall be ten percent of the amount of contract. (five percent to be deposited before execution of agreement and five percent shall be deducted from the moneys payable for the work).

Implication of Submission of Tender:

Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site etc. whether he inspects them or not.

The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standards and procedures in this respect, laid down in the Indian Electricity Act and Rules framed thereunder, Indian Standards, the scope and specifications of the work to be done, has seen the site of work etc. and satisfied himself regarding the suitability and availability of the material.

List Of Works in Progress:- Tender must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tender in the Authority and else where showing therein.

- (i) the amount of each contract; and
- (ii) balance of work remaining to be done;

Relationship:- The contractor shall not be permitted to tender for work in the Project Implementing Unit (responsible for award and execution of contract) in which his near relative is posted as General Manager, Assistant Manager or Accounts Officer. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relative to any executive officer in the Authority. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the Authority.

Note - By the term near relative is meant wife, husband, parents, son, grandson, brothers, sisters, brother-in-laws, father-in-law and mother-in-law.

The tender for the work shall be witnessed by a contractor. Failure to observe this condition shall render the tender of the contractor liable to rejection.

4. Opening and Acceptance of Tender :-

Powers of General Manager: The General Manager does not bind himself to accept or recommend for the acceptance to the Chief General Manager or other higher authority the lowest or any tender or to give any reason for his decision.

Conditional Tender: Conditional tenders are liable to be rejected.

Canvassing: Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishtta Bhrasta Acharan Nivaran Adhiniyam 1982.

Unsealed Tender: The tenders shall be rejected if not properly sealed.

Authority of General Manager /Chief General Manager / Chief Executive Officer: The authority competent to accept a tender reserves the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.

Validity of Offer:

The tender shall remain valid for 120 days from the date of its receipt. In the event of the tenderer withdrawing the offer before the aforesaid period, for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the Authority.

In the event tenderer withdrawing his offer before the expiry of the period of validity of offer or failing to execute the contract agreement as required by the clause 8.1.1 of the notice inviting tender (NIT) he will not be entitled to tender for this work in the case of recall of tenders and forfeiture of his earnest money as per provisions of clause. 4.7.1 and 7.1.1 of the NIT as may be applicable for this work.. If the tenderer has committed a similar default on an earlier occasion as well, his registration in the Authority may be suspended temporarily for a period of three months from such date as may be ordered by the authority, which had registered him.

5. Specifications and Special Conditions

Brief Specifications: A brief note on construction and specification of the work is enclosed in Annexure-C.

Material of Construction: The material of construction to be used in the work shall be governed by the provisions of relevant Indian standard specifications with amendments and revisions issued up to the date of tender notice.

Workmanship: The work shall be carried out according to the specifications referred to hereinafter and according to sound engineering practice. The decision of the General Manager in respect of workmanship will be final.

All the electrical works shall be executed as per Indian Electricity Rules 1960 framed under Indian Electricity Act, 1910 as amended to date.

All samples of electrical accessories should be got approved from the Engineer-incharge. Contractor will have to arrange and afford all facilities for the inspection and rectify defects pointed out to him.

The period of testing and refund of deposit will be twelve months after completion of work.

- 5.7 The material supplied and work executed shall be as per the standard specifications approved by Madhya Pradesh State Electricity Board (M.P.S.E.B) If any item is not covered by the said specifications, the same shall be executed as per I.S. specifications. In case of a job for which specifications are silent, the directions of Engineer in charge shall be final.
- 5.8 The contractor shall execute the work as per layout drawing prepared by him and approved by concerning Electrical Inspecting Authority of Govt. of M.P. He shall also obtain approval of M.P.S.E.B. and Engineer in charge.
- 5.9 Contractor shall also obtain the permission for charging and commissioning the line from the M.P. State Electrical Inspecting Authority and M.P.S.E.B, if required.
- 5.10 Contractor shall be responsible to handover the line and the whole Job/ installation to the M.P.S.E.B or local authority as required. He shall also submit completion report to Engineer in charge. Date of handing over the entire work shall be treated as completion of work.
- 5.11 The contractor shall be responsible for all the damages, defects, latent defects etc. disclosed prior/ after the final acceptance. The same shall be removed by replacing or repairing at his own cost and risk.
- 5.12 No charges shall be payable separately for fulfilling the conditions of the contract agreement.
- 5.13 The contractor shall have to make his own arrangement for tools and plants required for the work.
- 5.14 No claim for any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions. It is assumed that the contractor has seen the site of the work and studied the specifications and conditions of the tender carefully before tendering. In case of hindrances, if any, due to telephone line, electric cables, overhead lines, nallah, river etc., no claim for extra payment and damages of any sort shall be entertained on this account except the grant of reasonable extension of time as per terms and conditions of contract agreement.
- 5.15 The contractor shall provide the required approach to the site of work and existing approach, if any, for the work shall be improved and maintained by him at his own cost and risk. Nothing shall be payable to him for the same.
- 5.16 The contractor shall inform the Engineer in charge before the erection of pole or strut in the pit, concreting, earthing, installation of stay set etc i.e. all the hidden works.
- 5.17 No amount on account of royalty on the material used in work such as sand, morum, boulders, metal, etc. shall be payable to the contractor. Rate for complete item includes all these charges.
- 5.18 The contractor must take all the necessary precautions to avoid accidents by exhibiting day and night necessary caution boards, red flags, red lights and providing barriers. He shall be responsible for all the damages and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.
- 5.19 Contractor should also take precautions to avoid accident by providing safety measures to the workmen staff such as safety belts, insulated tools, helmet, gum boots, etc. He shall be entirely responsible for any mis-happening.
- 5.20 Any damages done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.

- 5.21 No compensation will be payable to the contractor for any damages caused by any reason such as rain, floods, windstorm, thefts etc. He shall make good all the damages by repairing or replacing at his own cost. No claim on this account shall be entertained.
- 5.22 The Engineer in charge may order the contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the contractor shall be entertained on this account.
- 5.23 The Engineer in charge may demand the copies of purchase documents / invoices of material supplied or used. The contractor shall furnish the same to establish the guarantee of the material bought out.

All tests and inspections shall be carried out during the execution and or after completion as and when required. The contractor shall co-operate in all the matters by providing labour, tools and tackles etc without any charge.

Quantities provided in the Bill of Quantities are approximate and no claim shall be entertained for quantities of work actually executed which may be more or less than those provided in the Bill of Quantities. The contractor shall also have no claim for any item of work deleted during the course of execution.

No compensation shall be allowed for any delay in the commencement of work on account of any unavoidable reason. But reasonable extension of time may be granted as per provisions of contract agreement.

Contradictions or Amendments:

In the event of contradictions, if any, between different specifications and/or codes of practice, referred to above; the decision of the Chief General Manager shall be final subject to appeal before the Chief Executive Officer within one month of Chief General Manager "s decision.

6. Miscellaneous Conditions:

Subletting: The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties the whole or any portion of the work under the contract. Where such approval is granted the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.

Taxes: All dues regarding taxes including Income Tax, Commercial Tax, Labour Welfare Cess, Service Tax and other duties etc. levied on the contractor"s work by Government and local bodies will be payable by the contractor.

Royalty: Material extracted for works carried out on behalf of Authority from the quarries in possession of and controlled by the State Government is subject to payment of quarry fee, royalty and ground rent by the contractor to whom it shall not be refundable. The Authority shall not also issue any certificate in respect of such material extracted for Authority work.

Rules for Labour Camps: The contractor will be bound to follow M.P. Model Rules relating to lay-out, water supply and sanitation of labour camps. (enclosed as Annexure-A)

Fair Wage: The contractor shall pay not less than fair wage to labourers engaged by him on the work (Contractor Labour Regulations enclosed as Annexure-B).

Best Quality of Construction Material: Martial of the best quality will be used as approved by the General Manager.

Removal of Undesired Persons: The contractor shall on receipt of the requisition from the General Manager at once remove any person employed by him on the work who in the opinion of the General Manager is unsuitable or undesirable.

Amount Due from Contractor: Any amount due to Authority from the contractor on any account concerning the work, shall be recovered from him as arrears of land revenue.

Tools And Plants: The contractor shall arrange at his own cost tools and plants required for the proper execution of the work.

Rights to Increase or Decrease Work: The competent authority reserves the right to increase or decrease work.

The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor will be bound to comply with the orders of the competent authority without any claim for compensation.

Work Programme and Methodology of Construction

The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each item of work and obtain the approval of the Engineer-in-charge prior to actual commencement of work.

In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up to the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-charge to the revised programme.

Time of Contract: Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of written order to commence the work.

Payments by Cheque: The payments will be made by Cheque on any scheduled bank. No bank charges on realizing such payments will be borne by the Authority.

Transport of Material: The contractor shall make his own arrangement for transport of all the material. The Authority is not bound to arrange for priority in getting wagon or any other material though all the possible assistance by way of recommendation will be given if it is found necessary in the opinion of the Engineer-in-charge. If it proves to be ineffective, the contractor shall have no claim for any compensation on that account.

7 Agreement:

Execution of Agreement: The tenderer whose tender has been accepted here in after referred to as the contractor, shall produce an appropriate solvency certificate, if so required by the General Manager and will execute the agreement in prescribed form, within a fortnight of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to the Authority and tender being cancelled.

- (a) The contractor shall employ the required technical staff during the execution of work.
 - (b) The technical staff should be available at site whenever required by the Engineer-in-charge to take instructions.
 - (c) In case the contractor fails to employ the technical staff as aforesaid General Manager shall have the right to take suitable remedial measures.
 - (d) The contractor should give the names and other details of the technical staff whom he intends to employ or who is under employment on the work at the time of commencement of the work.
 - (e) The contractor should give a certificate to the effect that the technical staff is exclusively under his employment.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Authority a sum of Rs. 10,000/- (Rs. Ten thousand only) for each month of default.

Conditions Applicable for Contract: All the conditions of notice inviting tender (NIT) will be binding on the contractor in addition to the conditions of the contract in the prescribed form:

Following documents annexed with the N.I.T. shall also form part of the contract.

Annexure - 'A' Model Rules relating to labour, water supply and sanitation in labour camps.

Annexure - 'B' Contract Labour Regulations.

Annexure - 'C' Brief specifications of the work.

Annexure - 'D' Bill of quantities for items of work to be executed.

ANNEXURE - 'A'

MODEL RULES RELATING TO LAYOUT, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standards which should be adhered to in permanent or semi-permanent labour camps and should not obviously be lower than those for temporary camps.

- 1. **Location:** The camp should be located in elevated and well drained ground in the locality.
- 2. Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
- 3. **Hutting**; The huts to be built of local material. Each hut should provide at least 20 square meters of living space.
- 4. Sanitary facilities: Latrine and urinals shall be provided at least 15 meters away from the nearest quarters separately for men and women and specially so marked on the following scale.
- 5. **Latrine:** Pit provided at the rate of 10 users or two families per seat. Separate urinals as required for the privacy can also be used for this purpose.
- 6. Drinking Water: Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged. When supply is from intermittent sources overhead storage tank shall be provided with a capacity of five liters a person per day. Where the supply is to be made 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 meters away from any latrine or other source of pollution. If possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once in every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting.
- 7. **Bathing and Washing:** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be a gap and space of 2 square meters for washing and bathing. Proper drainage for the waste water should be provided.
- 8. **Waste Disposal**: Dustbin shall be provided at suitable places in the camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with cover. The contents shall be removed every day and disposed off by drenching.

9. **Medical Facilities:**

- Every camp where 1000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp, a whole time nurse shall be employed.
- (B) Every camp, where more than 250 persons reside, shall be provided with a dispensary and a part time nurse / midwife.
- (C) It there are less than 250 persons in any camp a first aid kit shall be maintained in-charge of whole time person trained in first aid.

All the medical facilities mentioned above shall be for all the residents in the camp including dependants of the worker, if any, free of cost.

- 10. Sanitary Staff: For each labour camp there should be a qualified sanitary inspector and sweepers should be provided in the following scales
 - (A) For camp with strength of 200 persons four sweepers.
 - (B) For camps with strength over 200 persons but not exceeding 500 persons one sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
 - (C) For Camps with strength over 500 persons one sweeper for every 100 persons above the first 500 for which 6 sweepers shall be provided.

ANNEXURE - 'B' **CONTRACTOR LABOUR REGULATIONS**

The contractor shall pay not less than fair wages to labourers engaged by him in the work.

Explanation:

- "Fair wages" means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the Madhya Pradesh Rural Road Development Authority for the Project Implementing Unit in which the work is done.
- (b) The contractor shall, not with standing the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractor in connection with the said work as if labourers had been immediately employed by him.
- In respect of all labour directly or indirectly employed on the works for the performance of his contract the contractor shall comply with or cause to be complied with the Labour Act in force.
- The General Manager shall have the right to deduct from the money due to the contractor any sum required estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from their wages which are not justified by their terms of the contract or non-observance of regulation.
- The contractor shall be primarily liable for all payments to be made under and for the (e) observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (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 this contract.
- (q) The contractor shall obtain a valid license under the Contractor Labour Regulation and Abolition Act, 1970 in force and rules made there-under by the competent authority from time to time before commencement of work and continue to have valid licenses until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the contractor.

ANNEXURE - 'C'

TECHNICAL SPECIFICATIONS

MATERIAL

- Support: For over head lines, support shall be any of the following type or as specified by Engineer In charge in accordance with specifications of M.P.S.E.B. and shall be of adequate strength conforming to Rule 76 of Indian Electricity Rules, (I.E. Rules).
- a) Rail Poles :- It shall conform to standard specifications of Indian Railways. Weight of rail shall be 52.0kg /meter.
- b) R.S. Beam (H Section) and R.S. Joist: It shall conform to Indian Standards. It shall have the holes of 16 mm dia for earth bond or for clamping the cross arms, brackets, top clamps etc. for electrical overhead line or struts. as instructed by the Engineer in charge
- c) PCC Poles:- It shall conform to IS 1678 1998 and shall carry an earth bond in accordance with Rule 90 of I.E. Rules. The dimensions shall be for 140 kg strength as approved by M.P.S.E.B. The length of supports shall be as per contract. The size of the strut shall generally be of the same section and length which it supports or may be slightly lighter if contract so specifies.

2.) Line Steel Material:-

a) Cross Arm:-Cross arm shall be made either of M.S. Angle 50mmX50mmX6mm or 65mmX65mmX6mm or M.S. Channel size 75mmX40mm of standard weight or 100mmX75mm of standard weight whichever is specified in the contract. Shape of the cross arm may be a bar type or "V" type. Length of cross arm shall be suitable for accommodating the required number of insulators with the spacing of the conductors. It depends on their disposition and is determined by swing amplitude, line voltage, type of structure number and size of conductors, sag and length of span. It shall comply with the specifications of M.P.S.E.B. A minimum distance of 8cm for low voltage (LV) / medium voltage (MV) lines and 10cm for high voltage (HV) lines shall be left from the centre of extreme insulator pin hole to the end of the cross arm.

The cross arm shall be fastened with pole clamp made of M.S. Flat of size not less than 50mmX6mm with necessary holes, nut bolts and washers. Cross arm shall have required insulator pin holes. Length of cross arm for carrying guard wire shall be such that the guard wire shall always run not less than 30cm beyond the outer most bare conductors of the system.

- b) D. Iron Clamps: The conductors shall be spaced vertically supported on shackle insulators which are attached to the pole by means of "D" bracket shaped clamps made of M.S. Angle size 50mmX50mmX6mm. Dimensions of "D" iron clamps shall be such as to hold 75mm long shackle insulator and necessary nut bolts, washers and insulators bolt holes etc.
- c) Strap: Where "D" iron clamps are not specified a pair of strap plates of G.I. size 40mmX3mm and length 23cm shall be used with shackle Insulators.

- 3) Stay:- Stay set consists of stay rod ,anchor plate, bow tightner or turn buckle, thimbles, stay wire and strain insulator. Stay wire shall be either of 7/4.0mm dia or 7/3.15mm dia G.I. wire as specified in contract conforming to IS 2141-1968 (part-2). The anchor plate shall be of G.I. not less than 30cmX30cmX6.4mm and size of stay rod shall be as mentioned in contract.
- 4) Insulators:- Porcelain insulator shall conform to IS 1445-1977 for over head (OH) lines below 1000 volts and IS 731-1971 for OH power lines with nominal voltage greater than 1000 volts. It shall be glazed. Insulator shall have adequate mechanical strength, high degree of resistance to electrical puncture and resistant to climatic and atmospheric attack.

Pin and shackle insulator for LV / MV / HV lines.

- Pin and disc type insulator for H.V. lines as per IS 731-1971. (i)
- (ii) Minimum size of shackle insulator shall be 90mmdiaX75mm high.
- (iii) Minimum size of Pin insulator shall be 65mmdia and 100mm high with 12mm clean thread and shall be complete with G.I. pins, nut bolts, washers etc.
- 5) Conductors: - Conductors shall be any of the following type or as specified in the contract:
 - (a) All Aluminum Conductors (AAC) shall comply with IS 398-1996 (part-1).
 - Aluminum Conductors Steel Reinforced (ACSR) shall comply with IS (b) 398-1996 (part-2).
 - All Aluminum Alloy Conductors (AAAC) shall comply with IS 398-1996 (c) (part-4).

The physical and electrical properties of different conductors shall be in accordance with relevant Indian Standards, All conductors shall have a breaking strength of not less than 350kg. The choice of the size of conductors for a line mainly depends upon:-

- Power to be transmitted. (a)
- (b) Length of line
- (c) Line voltage
- (d) Permissible voltage regulations provided for power line shall be in accordance with IS 5613-1985. No conductor for distribution line shall be less than 20sqmm.

The size shall be as specified in the contract or as directed by the Engineer in charge.

- 6) Binding Material:- Binding of conductors with the insulators shall be done with 12swg soft aluminum conductor.
- 7) Guard wire:- It shall be of G.I. and shall have a minimum breaking strength of 635kg.lt should be earthed on each point where the electrical continuity is broken. It should be in accordance with the Rule 88 of Indian Electricity Rules. It shall also be of sufficient current carrying capacity to ensure rendering the line dead without risk of fusing guard wire.
- 8) Earth wire:- It should not be less than 8swg G.I. wire. Every metallic part of over head line including pole, strut, stay (If strain insulator is not placed in it) cross arms, brackets, etc. shall be permanently, rigidly and efficiently fixed.

C:\Users\mprrda\Desktop\For_EL_tender\Tender_Documenet_ELE_POL.doc

- 9) Ant-climbing Device shall be provided to ensure adequate arrangement to prevent unauthorized person from ascending to any of the support (pole) of such overhead lines. It shall be done as per contract by using barbed wire from height of 3.5meter and upto 5 to 6 meter from ground level and fastened with clamps to avoid the slipping. Every HV line support should also have a danger plate as per IS 2551-1982 at a height of 3.0 meter from ground level.
- 10) Paint: Paint of approved quality shade and ISI make (as per contract) conforming to relevant Indian Standards shall be used .Primer coat shall be done before erection/installation of items with red oxide ready mixed paint conforming to IS.

EXECUTION

- 1) Execution:- The depth of the pit for pole shall be normally 1/6th of length of pole. But in hard rock, it may not be less than 1.2meter below the ground level. It shall generally be executed in the direction of line. Location of pit for stay shall be so that stay makes an angle with the support within the range of 40^0 to 60^0 . Depth of pit shall be such that normally length of 45cm of stay rod shall project above the ground level. During execution:-
 - (a) care should be taken to see that the pits are not over size while digging; and
 - if the pole or stay pit are on or near the way suitable caution signs red lights and other protection measures shall be provided as per instructions of Engineer In Charge to warn the pedestrians/vehicular traffic till such time the pit is back filled and surface leveled.
- Erection:- All supports (poles) shall be correctly aligned and should also be in truly vertical position before concreting or the back filling of the pit. All supports including PCC Poles shall be erected over cement concrete padding of 20cm thick on the bed of pit. Area of padding should not be less than 0.35sq meter for steel pole and 0.5sq meter for PCC Poles. Concrete mix shall be in ratio 1cement :3coarse sand :and 6 graded stone aggregate of 40 mm nominal size. Concrete in foundation shall not be less than 20cm thick around the pole and should be continued upto 15cm above the ground level and tapered suitably into a collar.
 - PCC Poles shall be erected using brick or stone blast boulders with excavated earth as binder which is well consolidated. Ramming shall be done in layers of 20 cm with use of required quantity of water. PCC Poles, except where specified other wise, do not require any setting in cement concrete.
- 3) Erection of stay set:- Stay shall be provided at all angles or terminal poles. The concrete positioning and setting of stay set is essential. Cement concrete in 1:3:6 ratio shall be done in such a way that the top of concrete block is well below the ground level to prevent uprooting of the stay rod. Stay rod is erected and embedded in cement concrete in two ways.
 - (a) It shall be embedded vertically in cement concrete with anchor plate The stay rod shall be bent only at the unthread portion so that the stay wire and the bent portion of stay rod are in correct alignment. Care should be taken to avoid sharp bend or damage to galvanization (If G.I. is provided). After concrete has set ,back filling will be done with excavated earth and ramming in layers of 20cm with required quantity of water.

(b) Stay rod shall be embedded with same angle for which stay wire provided. Cement concreting shall be done in 1:3:6 ratio around the rod. After setting of cement concrete, back filling shall be done.

The stay clamp shall be located near about the centre of gravity of the pull of the over head conductors.

One end of stay tightner or the stay grip of stay rod and other end to the stay clamp fixed to the pole by means of well spliced joints using thimbles. Strain insulator shall be installed at the top of stay wire.

Stay wire shall also be connected and bonded properly with the continuous earth wire. Double stay shall be provided at dead end and at any other place as instructed by Engineer in charge. These two shall be paralled as far as possible. If the stay rod cannot be erected due to any obstruction, any of the following stay may be used:-

Bow Stay: - It shall be used as per requirement .It shall consist of a trace with pulley of 5cm on the outer end to allow free motion of stay wire in addition to the other accessories as mentioned in the specifications. Stay wire shall be clamped at the top of pole and the other end to the stay rod passing over the pulley of the brace. The brace shall be clamped at the $2/3^{rd}$ height of the pole from the ground level. Stay rod shall be embedded in cement concrete in 1:3:6 ratio in the usual manner as near as possible to the pole.

Fly Stay:-It consists of a fly pole stay wire running over the obstruction. Stay arrangement for the fly pole stay wire crossing the obstruction shall be completed at one end at the top of the pole with a turn buckle. The fly pole shall be provided with the stay in usual manner. Height of fly stay shall be decided by the Engineer in charge conforming to traffic regulations.

- 4) Strut:-It shall be burried in the ground at least 1.2 meter depth at a distance not less than 1.8meter from the pole. The size of pit and cement concreting of foundation of strut shall be as per specifications approved by MPSEB.
- 5) Line Material:- Cross arms shall be clamped to the support properly taking into consideration the orientation of the line. "D" iron clamps shall be used where vertical configuration of conductors is adopted. These shall be fixed to the support either by a through nut bolt arrangement or by suitable pole clamp with nut bolts and washers etc. These shall be installed vertically on the supports complying with the vertical clearance required between the conductor.
- 6) Insulators:- Pin /Shackle /Disc Insulator shall be erected on the cross arms and "D" iron clamp as per contract specifications or as directed by Engineer in charge. Shackle insulator shall be used in conjunction with "D" iron clamp. Pin insulator shall be erected on cross arms at intermediate support in case of straight line alignments. Shackle insulator shall also be used on cross arm in case of long line, deviation from straight line by more than 30⁰ terminal position, junction poles etc. Care shall be taken to prevent from damage of insulators. Damaged insulators shall not be used in any case.

7) Stringing of conductors: - More attention is necessary during handling, storage and paying of the conductors. In case of AAC / AAAC, special care shall be taken because of their relative softness.

While paying off the conductor shall be taken from top of the drum and drum shall rotate in the direction of arrow.

This shall not be in contact with steel works, fence etc. by providing soft wooden rollers protection. Care should be taken that there are no link in the conductors. Proper tools shall be used for stringing work and shall maintain a standard sag as per directions of Engineer in charge. Staggered mid span joints in conductors shall be avoided generally.

After stringing the conductor shall be permanently clamped with shackle or strain clamps. Angle or section points shall be selected while pulling up conductors. It is more important, that adequate safety precautions for isolation, discharging, earthing etc shall be taken to ensure that the lines do not inadvertently get charged from live supply to an existing system in operation or long parallelism to an existing line.

Where "Permit to work" system is in voque, regular prescribed safety procedure shall be complied with.

- 8) Jumpers:- While stringing conductors sufficient length be kept at shackle termination for making jumpers. These shall be neat and symmetrical to run conductors and to prevent occurrence of fault due to wind or birds. Jumpers shall be with insulated conductor or insulated as directed by Engineer in charge. Parallel groove clamp may be preferred for binding conductors at jumper locations or service taps. These shall be of the same material as of the line conductors. Suitable bimetallic clamps shall be used in case material of jumper and conductor is different. Jumpers for high voltage line should be so arranged to have a minimum clearance of 30cm under maximum deflection condition due to wind between live jumpers and other metallic parts. This may involve erection of pin insulators for fixing the jumpers.
- 9) Earth Wire: A continuous earth wire of size not less than 8swg shall be run all along the distribution line and should be rigidly fixed to the supports as directed by Engineer in Charge. Continuous carpet guard wiring shall also serve as continuous earth. Each metallic pole should be earth by coil earthing near the base of the pole by nut bolts and washers etc. PCC Poles should have a double earth bond inbuilt in accordance with Rule 90 of I.E. Rules by having G.I. earth wire which shall be connected with coil earthing with nut bolts and washers etc.
- 10) Binding Of Conductors: Binding of conductors to insulator shall be sufficiently firm and tight to ensure that no intermittent contacts develop. Ends of binding wire shall be tightly twisted in spiral around the conductor.
- 11) Erection of Guard:- At all road crossings, crossing of over head lines, crossing with other lines and between HV / MV / LV lines carried on the same support, guard shall be provided. This shall be bonded with earth. The clearance between L.V/M.V lines and guard wire should be 10cm and in case of HV lines it shall be 30cm. Cage guard for vertical and cradle guard for horizontal configuration shall be used. At last laces for each span cradle or cage guard should be provided. Reel insulator shall be used to bind with neutral in cage guard.

- 12) Clearance:- The minimum clearance of lowest conductor above ground level along road, street, across the street for different voltage system shall be in accordance with Rule 77 of I.E. Rules.
 - Conductors of different voltage are erected on same pole / support shall be as per Rule 81 of I.E. Rules. Clearance between L.V./M.V. and 11 KV line shall be not less than 1.0 meter. Where two over head lines cross, crossing shall be at right angle as far as possible. The vertical clearance between power line & telecom line shall be not less than 1.5 meter.
- 13) Testing Commissioning of Over Head Lines:- Before charging MV lines the same shall be tested with 500V megger for insulation. Before connecting the service to Transformer, Equipments etc. pressure test shall be carried out as per directions of M.P.S.E.B or Engineer in charge. If this test is not done the insulation test shall be done by 2500/5000V megger before charging.
 - The distribution line shall be commissioned only after the megger test is found satisfactory and conducted in presence of Engineer in charge.
- 14) Completion Report :- A completion report after completion of work, along with all test results, plan and other documents as desired by M.P.S.E.B shall be prepared and submitted to Engineer in charge at least in four copies.

ANNEXURE - 'D'

Bill of Quantities

For

"Shifting/Raising of High Voltage (HV)/Medium Voltage (MV)/Low Voltage (LV) lines and poles form alignment of PMGSY Road......

S.No	Description of Item	Quantity	Unit	Estimated Rate

Rupees (in words)

Signature of Tenderer

Note:-

If the amount of any item of work found to be incorrectly arrived at by the tenderer, the amount of the itemas well as the amount of tender shall be corrected during the course of arithmetical computation on the basis of rate quoted by the tenderer and the amount of the tender shall be finally arrived at on the basis of it.

Madhya Pradesh Rural Road Development Authority

Project Implementing Unit TENDER AND CONTRACT FOR WORK

General Manage Project Implementing Unit
Date of Opening Tender
Time allowed for completionmonths including rainy season
Cost of Tender Form RsVide M.R. No. & Date
Amount of Earnest Money Deposit Rs(Two percent of probable amount of contract)
Amount of Contract Rs.
Name of Work Shifting / Raising of High Voltage (HV)/Medium Voltage (MV)/Low Voltage (LV) Lines and Poles from Alignment of PMGSY Roads
Issued to Shri/Mr./Ms

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tenders pasted in public places and signed by the General Manager.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties octroi duties and ground rents will be granted. Copies of the specifications, drawings and bill of quantities of the various items of work and any other document required in connection with the work signed for the purpose of identification by the General Manager shall also be open for inspection by the contractor at the office of the General Manager during office hours.

- 2. In the event of the tender being submitted by a firm it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3. Any person who submits a tender shall fill up the prescribed 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 which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work but contractors, who wish to tender for two or more work shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer and written outside the envelope.
- 4. The General Manager or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
- 5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders without assigning any reason.
- 6. The receipt of a clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the General Manager and the contractor shall be responsible for seeing that he obtains a receipt signed by the General Manager or any other person duly authorized by him.

7. The memorandum of work tendered for shall be filled in and completed in the office of the General Manager before the tender form is issued. If a form is issued to an 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.

TENDER FOR WORK

I/We hereby tender to the Authority for the execution of the work specified in the under written memorandum within the time specified in such memorandum at the rate specified in the bill of quantities and in accordance, in all respects, with specifications, designs, drawings, and instructions in writing referred to in rule 1 hereof and in clause 12 of the annexed conditions, and with such material as are provided for and in all other respects in accordance with such conditions so for applicable.

MEMORANDUM

(A)	General description Shifting / Raising of High Voltage (HV)/Medium Voltage (MV)/Low Voltage (LV) Lines and Poles from Alignment of PMGSY Roads
(B)	Estimated cost Rs.
(C)	Earnest Money Deposit Rs. (Two percent of probable amount of contract)
(D)	Security deposit (including earnest money) Rs.
(E)	Percentage if any to be deducted from bills
(F)	Time allowed for the work from the date of written order to commence the work months including rainy season.
(G)	Rate for each item of work shall be quoted in Annexure "D" of the detailed notice inviting tenders.
(Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in the default thereof to forfeit and pay to the Authority or successors in office the sum of money mentioned in the said conditions.
i i	Demand Draft/Fixed Deposit Receipt of any scheduled bank payable on its local branch duly pledged in favour of the General Manager for sum of Rs. () is herewith forwarded as earnest money which shall be retained by Authority on account of the security deposit specified in clause 1 of the said conditions of the contract.
	Dated theday of200 Name and Address
	Signature of Contractor before Submission of Tender
(Vitness Decupation ddress
	above tender is hereby accepted
	by me on behalf of theby me on behalf of theby me on behalf of theby me on behalf of the

Chief General Manager
MP Rural Road Development Authority
Bhopal

CONDITIONS OF CONTRACT

DEFINITION:

- 1. The "contract" means, the documents, forming the Notice Inviting Tender and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Authority and the contractor.
- 2. In the contract the following expression shall unless otherwise required by the context have the meaning hereby respectively assigned to them:
 - (a) The expression "Works" or "Work" shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract construed to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (b) "Site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path through which work is to be executed under the contract or any adjacent land which may be allotted or used for the purpose of carrying out the contract.
 - (c) "Chief Executive Officer" means Chief Executive Officer of Madhya Pradesh Rural Road Development Authority and his successors in office.
 - (d) "Chief General Manager" means Chief General Manager of the Madhya Pradesh Rural Road Development Authority and his successors in office.
 - (e) "General Manager" means General Manager of the Madhya Pradesh Rural Road Development Authority holding charge of the Project Implementing Unit and his successors in office.
 - (f) "Engineer-in-Charge" means the General Manager who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Authority.
 - (g) "Authority" mean the Madhya Pradesh Rural Road Development Authority.

Note: - "Words" Imparting the singular number include plural number and vice-versa

SECURITY DEPOSIT

Clause 1-The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) shall deposit five percent of contract amount before execution of agreement and shall also permit the Authority at the time of making any payment to him of work done under the contract to deduct five percent till such sum as will, with the earnest money deposited by him, amount to ten percent of all moneys so payable.. Such deductions be held by Authority by way of security deposit. All compensation or other sums of money payable by the contractor to Authority under the terms of this contract may be deducted from or paid by adjustment of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Authority on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction 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 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 t hat the depositor has expressly desired this in writing.

Note-

Any amount of deductions made, if the contractor so desires, be converted into one of the recognized forms if interest bearing securities to be approved by the officer sanctioning the contract, provided the amount to be converted is not below Rs 1,000 (one thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the General Manager.

LIQUIDATED DAMAGES

- Clause 2 The Contractor shall pay liquidated damages to the Authority at the rate per week or part thereof stated here under for the period that the Actual Completion Date is later than the Stipulated Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed hereunder. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed 10 percent of the amount of contract. The General Manager may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
 - (a) Milestones to be achieved during the contract period
 - (i) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
 - (ii) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
 - (iii) 3/4th of the value of entire contract work up to 3/4 th of the period allowed for completion of construction

(b) Amount of liquidated damages for delay in completion of work

For whole of work

1 percent per week of the amount of Contract.

If the Stipulated Completion Date is extended after liquidated damages have been paid, the General Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay. The decision of the Chief Executive Officer, Madhya Pradesh Rural Road Development Authority shall be final.

TERMINATION

Clause 3 - The Authority may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-incharge;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer-in-charge gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-charge;
- d) the Contractor does not maintain required security;
- e) the Contractor has delayed the completion of the Work by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 2.
- f) the Contractor, in the judgement of the Authority, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender process at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition and

g) any other fundamental breaches as specified in the Contract.

Notwithstanding the above, the Authority may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

PAYMENT UPON TERMINATION

If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-charge shall issue a certificate for value of the work done and material ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit. If any amount is still left un-recovered it will be a debt payable to the Authority.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Work, and the Contractor's costs of protecting and securing the Work and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

POWER TO TAKE POSSESSION OF CONTRACTOR'S PLANT

Clause 4- All material on the Site, Plant, Equipment, Temporary Works, and Work shall be deemed to be the property of the Authority for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Work is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

EXTENTION OF TIME

Clause 5- If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground. He shall apply in writing to the General Manager within thirty days of the date of the hindrance on account of which he desires such extension as aforesaid, and the General Manager with whom he has signed the agreement shall if in his opinion (which shall be final) reasonable grounds are shown therefor, may authorise such extension for a period not exceeding three months. Any further extension shall be subject to prior sanction of the Chief General Manager (grounds to be shown therefor). If any extension applied for is proposed to be refused, the competent authority shall give the contractor an opportunity to be heard before taking final decision.

FINAL CERTIFICATE

Clause 6-

On completion of the work the contractor shall be furnished with a certificate by the General Manager (hereinafter called the Engineer-incharge) of such completion but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the site of work all scaffolding, surplus material and rubbish nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish on or before the date fixed for the completion of work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus material as

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE

Clause 7- The contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work, to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude determine, or effect in any way the powers of the Engineer-in-charge under theses conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-incharge"s certificate of the measurement and of the total amount

BILL TO BE SUBMITTED MONTHLY

Clause 8-

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible before expiry of ten days from the presentation of the bill. If the contactor does not submit the bill within the time fixed as aforesaid the Engineer-

subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

BILL TO BE IN PRINTED FORM

Clause 9- The contractor shall submit all bills on printed form to be had on application at 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 for in the tender at the rates hereinafter provided for such work.

RECEIPT TO BE SIGNED BY PARTNERS OR PERSONS HAVING AUTHORITY TO DO SO

Clause 10- Receipts for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for firm.

WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

Clause 11- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access at such office or the site of the work for the purpose of inspection or during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings instructions as aforesaid.

ALTERATION IN SPECIFICATIONS AND DESIGNS

Clause 12- The Engineer-in-Charge 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 him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, ommissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor

may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS

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.

RATE FOR WORKS NOT IN ESTIMATE OR SCHEDULE OF RATE OF THE DISTRICT

If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of Madhya Pradesh State Electricity Board which was in force at the time of the acceptance of the contract, and if such class of work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineerin-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out, as he may consider advisable provided always that if contractor shall commence work or incur any expenditure in regard there to before the rates have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Chief General Manager shall be final.

NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

Clause 13- If at any time after execution of the contract documents the Engineer-incharge shall for any reason 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 or to be carried
out by the contractor, he shall give notice in writing of the fact to the
contractor who shall there upon suspend or stop the work totally, or partially
as the case may be. In any such case except as provided hereunder 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 material purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, material have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice the contractor shall be paid for such material at the rates determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the Engineerin-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

TIME LIMIT FOR UNFORSEEN CLAIMS

Clause 14- Under no circumstance whatsoever shall the contractor be entitled to any compensation from Authority on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within thirty days of the cause of such claim occurring.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

Clause 15- If at any time before the security is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, material or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify remove and reconstruct the works so specified in whole or in part as the case may require or if so require, shall remove the material or articles so specified and provide other proper and suitable material or articles at his own proper charge and cost, and in the event of his failing 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 compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days, during

which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the material, articles complained of, as the case may be, at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or material as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE

Clause 16- If the contractor or his work people or servants shall break, deface, injure or destroy, road curbs, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass-land or cultivated ground contiguous, the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent in it within twelve months after a certificate final or otherwise or its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct, the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become, due to contractor or from his security deposit due, the proceeds of sale thereof or of a sufficient portion thereof.

WORK TO BE OPEN FOR INSPECTION: CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT

Clause 17- All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his subordinates and they shall at all times during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

Clause 18 – 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 or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up placing beyond the reach of measurement. If any work shall be covered up or placed beyond

the reach of measurement without such notice having been given or 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 the materials with which the same was executed.

CONTRACTOR TO SUPPLY PLANT, LADDER SCAFFOLDINGS ETC.

Clause 19- The contractor shall supply at his own cost material, plant, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at nay time and from time to time of the work or materials, failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from the money due to contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

THE CONTRACTOR IS LIABLE FOR DAMAGES ARISING FROM NON-PROVISION OF LIGHTS FENCING ETC.

The contractor shall also provide at his own cost, except when the contract specifically provides otherwise and except for payment due all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings and to pay any damages and costs 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.

COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMEN'S COMPENSATION ACT. 1923

Clause 20- In every case in which by virtue of the provisions of section 12 sub-section

(1) of the Workmen"s Compensation Act, 1923 Authority is obliged to pay compensation to a workman employed by the contractor in execution of the works, Authority will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Authority under section 12, sub-section (2) of the said Act, Authority 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 Authority to the contractor whether under

this contract or otherwise. Authority shall not be bound to contest any claim made against them under section 12, sub-section (1) of the said Act.

LABOUR LABOURERS BELOW THE AGE OF TWELVE YEARS

Clause 21- No labourer below the age of twelve years shall be employed on the work.

FAIR WAGE

Clause 22- The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation-

- (a) "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by Authority for the Project Implementing Unit (PIU) in which the work is done.
- (b) The contractor shall notwithstanding any provisions of the contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor spart of this agreement, the contractor shall comply with or cause to be complied with the Labour Act inforce.
- (d) The General Manager shall have the right to deduct from the moneys due to the contractors any sum required or estimated to be required for making good the loss suffered by workers or worker by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.
- (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 calim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

WORK NOT TO BE SUBLET

Clause 23- The contract shall not be assigned or sublet without the written approval of the General Manager and if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to

any officer or person in employ of Authority in any way relating to his office or employment or if any such officer or persons shall become in any way directly or indirectly interested in the contract, the General Manager may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Authority and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor not be entitled to recover or be paid for any work therefor performed under the contract.

SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS

Clause 24- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGE IN THE CONSTITUTION OF FIRM

Clause 25- In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

WORKS TO BE EXECUTED UNDER THE DIRECTIONS OF GENERAL MANAGER / CHIEF GENERAL MANAGER

Clause 26- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the General Manager / Chief General Manager of the Authority for the time being 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.

DISPUTE REDRESSAL SYSTEM

Clause 27 - If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Work whether before its commencement or during the progress of Work or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the Chief Executive Officer. The Chief Executive Officer shall, within a period of sixty days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Work is already in progress, the Contractor shall proceed with the execution of the Work pending receipt of the decision of the Chief Executive Officer as aforesaid, with all due diligence.

ARBITRATION

Clause 28- Either party will have the right of appeal against the decision of the Chief Executive Officer, to the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 provided the amount of claim is more than Rs. 50,000/-.

ACTION WHERE NO SPECIFICATION

Clause 29- In the case of any class of work for which there is no such specification as is mentioned in rules, such work shall be carried out in accordance with the specification approved by Chief General Manager for application to works in the PIU and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAIM FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATE

Clause 30- Quantities shown in the bill of quantities are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in the tender.

CLAIM FOR COMPENSATION FOR DELAY IN STARTING THE WORK

Clause 31- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, or on account of any delay.

EMPLOYMENT OF SCARCITY LABOUR

Clause 32- If Government declare a state of scarcity or famine to exist in any village situated with in 16 km of the work, contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the General Manager or by any person to whom the General Manager may have delegated his duty in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager whose decision shall be final and binding on the contractor.

TECHNICAL EXAMINATION

CLAUSE 33- The Authority shall have the right to cause, Audit and Technical Examination of the works and the final bills of the contractor including all supporting voucher abstract, etc. to be made as per payments of the final bill and if as a result of such Audit and Technical Examination, any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Authority to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Authority account. If it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by the Authority to the contractor.

In case of any recovery consequent of any Audit and Technical Examination the contractor shall be given an opportunity to explain his case and the decision of the Chief General Manager shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months form the date of completion.

DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

CLAUSE 34: If the contractor is an individual or proprietary concern, partnership concern dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minor, the contact shall be closed without levying any damages / compensation as provided in clause 3 of the contract agreement.

However, if competent authority is satisfied about the competence of his survivors then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded

PENALTY FOR BREACH OF CONTRACT

Clause 35- On the breach of any term or condition of this contract by the contractor the said Authority shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Authority to recover any further sums as damages from any sums due or which may become due to the contractor by Authority or otherwise howsoever.

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for	(Work)
has been accepted by	
on behalf of the Madhya Pradesh Rural Ro	ad Development Authority on the
day ofand	you are hereby ordered to commence the work.
	GENERAL MANAGER M.P. Rural Road Development Authority PROJECT IMPLEMENTING UNIT
The notice to the contractor to s of200 was issued vide this o dated the	
	GENERAL MANAGER M.P. Rural Road Development Authority PROJECT IMPLEMENTING UNIT
COMPLETIO	N CERTIFICATE
In pursuance of clause 6 of the agre	ement datedbetween
the contractor Shri / M/s	and the M.P. Rural Road
Development Authority it is hereby certified	that the said contractor has duly completed the
execution of the work undertaken by him th	ere under on theday of
200 .	
	GENERAL MANAGER M.P. Rural Road Development Authority PROJECT IMPLEMENTING UNIT

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)

Block-II, 5th Floor, Paryavas Bhawan, Arera Hills, Bhopal (M.P.) 462 011

No./2436422/D-12/MPRRDA/FA/2017

Bhopal, Date :/6 ////2017

Amendment no. 1 to Tender Document for Shifting / Raising of High Voltage (HV) / Medium Voltage (MV) / Low Voltage (LV) Lines and Poles form Alignment of PMGSY Roads – August - 2009

-----00-----

The following amendments are hereby made in the Tender Document for Shifting / Raising of High Voltage (HV) / Medium Voltage (MV) / Low Voltage (LV) Lines and Poles form Alignment of PMGSY Roads – August - 2009

Clause 2 (CC) – words Chief Executive Officer MPRRDA appearing in last line of this
clause are replaced by the word "Employer".

(Approved by Chief Executive Officer)

(M.K. Gupta) 15 Engineer-in-Chief

M.P. Rural Road Development Authority Bhopal (M.P.)

Bhopal Date: / 4 / // 2017

End.No./24/30//22/D-12/MPRRDA/FA/2017 Copy to,

- 1. All Chief General Manger, MPRRDA, Bhopal.
- 2. All General Manger, MPRRDA, Bhopal.
- 3. Manager (IT), MPRRDA Hqrs. Bhopal for necessary action.

4. Guard file for office record.

Engineer-in-Chief

M.P. Rural Road Development Authority

Bhopal (M.P.)

To be executed on a Non Judicial stamp paper of Rs. 100/- and notarized

FORMAT OF AFFIDAVIT

AIII	<u>idavit</u>
[S/o	years resident o
(address)
(For and behalf of (Name of Firm)), do here
by and herewith solemnly	
affirm / state on oath that: -	
1. Information furnished with the Bio correct in all respects to the best of a	d for the package no. mentioned above is my knowledge and belief.
2. No retired gazetted officer who have employment with the firm.	as retired within last two years is in the
3. No near relative is working in th relatives is meant Wife, Husband, P	e department, (Note: - By the term near Parents and Son, Brother, Sister, Brother-in-
law, Father-in-law, Mother-in-law.) 4. *I hereby certify that I have been au	therized by
	(the bidder) to sign on his /
	Deponent () Authorized signature / for and on behalf
	(Name of firm)
<u>Ver</u>	
	(Name of firm)
IS/o	(Name of firm) ification
IS/o	(Name of firm) ification do here by affirm that Financial Bid are true to the best of my knowledge
IS/o the contents submitted in Technical & F and belief and are based on my / our rec	(Name of firm) ification do here by affirm that Financial Bid are true to the best of my knowledge