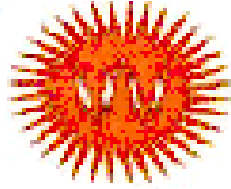


**OFFICE OF THE E.E. (STORE)  
M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.**

**G.P.H. Compound, Pologround, Indore.**

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Tender Specification No.EE/STORE/PUR/GEN./02

Due for opening on: - 30.06.2011

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**Outsourcing of providing Manpower for  
Material Handling to the MPPKVCL  
property at the premises of Depot. Store  
Dhar under Area Store, Indore**

Issued by:

**The Executive Engineer (Area Store)**

M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,

G.P.H. Compound, Pologround,

Indore (M.P.)

TEL. No.: 0731-2422150

Website : [www.mppkvcl.org](http://www.mppkvcl.org)

E-mail : storeindore34258@gmail.com

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## Basic Tender Information

Particulars	Details
<b>Name of Work</b>	Outsourcing of providing Manpower for material handling to the MPPKVVCL property at the premises of Depot. Store Dhar under Area Store, Indore
<b>Tender Specification number</b>	EE/Store/Pur./Gen./11-12/02
<b>Date of Sale of Tender documents</b>	From 18.06.2011 to 30.06.2011 upto 12.00 Noon
<b>Last Date of Bid Submission (Date &amp; Time)</b>	30.06..2011 At 3.00 PM.
<b>Due Date of Opening of Technical &amp; commercial bids</b>	30.06.2011 At 3.30 PM.
<b>Cost of Tender Documents</b>	Rs 300/- plus Rs 75/- extra if desired by post.

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*T.S. No. EE/STORE/PUR./GEN./02 due on 30.06.2011*

*Outsourcing of providing Manpower for material handling / security to the MPPKVVCL property at the premises of Store, Indore*

## Tender Notice



### Office of The Executive Engineer (Area Store)

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

TEL. No.: 0731-2422150

No. EE/Store/Pur./Gen./11-12/02

Indore, dated: **09.06.2011**

### NOTICE INVITING TENDERS

The following tenders are invited for outsourcing of providing Manpower for material handling. The details of this are given here under: -

Sr No	T.S. No.	Name of work	Approx. Value of works / material (Rs.)	Cost of Tender Document (Rs.)	Last Date for submission at 3.00 PM & opening at 3.30 PM
1	EE/Store Pur./Gen / 11-12/ 02	(i) Outsourcing of providing 06 No. Unskilled labour for material handling & other work at Depot. Store Dhar under A/s Indore.	3.50 Lacs	300/-	30.06.2011

**Note:** - Full details of technical specifications, qualifying criteria, are available at our office. Bidders are required to submit the tender document purchased from this office. The tender document is necessary to be purchased from the Executive Engineer (A/s), MPPKVCL Co. Ltd., G.P.H. Compound, Polo-ground, Indore from dated 18.06.2011, on payment of non refundable tender fees as specified in the respective tender document, if required by post extra 75/- each between 11.00 Hrs. to 17.00 Hrs. on all working days. The last date of selling of tender documents will be 12:00 Noon on date 30.6.2011. **In case of any ambiguity, the terms & condition mentioned in the tender document will be final.**

The payment towards EMD / Cost of Bidding Document shall be made by crossed Demand Draft in favour of **The Sr.A.O., M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore** payable at Indore. Cheque / Cash / Postal orders will not be accepted.

[www.mppkvcl.org](http://www.mppkvcl.org)

//Save Electricity//

**Executive Engineer (A/s)**

*T.S. No. EE/STORE/PUR./GEN./02 due on 30.06.2011*

*Outsourcing of providing Manpower for material handling / security to the MPPKVCL property at the premises of Store, Indore*

**OFFICE OF THE E.E. (AREA STORE) M.P.P.K.V.V.C.L.  
G.P.H. COMPOUND POLOGROUND INDORE**

Postal Order/Demand Draft No.....

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

**TENDER FORM**

The undersigned hereby tender and offer, the **M.P. Paschim Kshetra Vidyut Vitaran Company Ltd., Indore** to supply the plant, machinery and materials; and execute/do several works and things, which are described or referred to at various places in the tender document No. EE/Store./Pur./Gen.02 dated 09.06.2011, which, under the terms thereof are to be supplied, executed and done by the contractor; and to perform and observe the provisions and agreements or the part of the contract contained in, or which can be reasonably inferred from the said tender documents, for the sums and at the rates set out in Schedule –I annexed here to.

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

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

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

Date the            Day of.....

**BIDDER’S SIGNATURE**  
(With Seal)

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

## **Section I: Eligibility Criterion**

### **1. General:**

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

### **2. Financial Eligibility:**

- (i) Individual, firm or company intending to participate in the bid must have minimum annual average turnover Rs.6.00 Lacs during any two financial years in last three years.
- (ii) The bidders must submit at least two copies of their profit and loss account **duly audited** and balance sheet for last three financial years as mentioned above.

### **3. Technical Eligibility:**

- (i) The bidder must produce registration certificate of excise department for payment of service tax.
- (ii) The bidder must produce registration certificate with labour department.
- (iii) The bidder must have similar type of experience of outsourcing work for which necessary documentary evidence must be produced.

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## **Section II**

### **General Instructions to Bidders**

The Executive Engineer (Store), M.P.P.K.V.V.C.L., Indore on behalf of “**The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore**” here-in-after referred to as “**Company**”, will receive sealed tenders / bids for fixing of Rate Contract for Outsourcing of providing Manpower for material handling to the MPPKVVCL property at the premises of Depot. Store Dhar under Area Store, Indore

#### **1. GENERAL :-**

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

#### **2 NAME OF THE WORK: -**

- (i) Outsourcing of providing Manpower for material handling to the MPPKVVCL property at the premises of Area Store, Indore as details below :-

Sr. No.	Name of Work	Quantity of Unskilled Labour
(i)	Outsourcing of providing Unskilled labour for material handling & other work at Depot.Store Dhar	6 Nos. Unskilled labour

4 **EARNEST MONEY:**

Earnest Money of Rs.3000/- in the form of Crossed Demand Draft on any schedule bank drawn in favour of Sr.A.O., MPPKVVCL, Indore should be enclosed with the Tender.

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

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

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

E.E. (Area Store), MPPKVV Co. Ltd. Indore reserves the right to decide and award the work elsewhere.

2. **TAXES AND DUTIES: -**

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

3. **AMENDMENT IN SPECIFICATION:** -  
The MPPKVVCL, Indore may revise or amend the specification, prior to the date notified for opening of tender. Such revision/amendment, if any, will be communicated to all those who have purchased the tender documents as Amendment/Addendum to the invitation of tender.
4. **BIDS RECEIVED BY MESSENGER:** -  
When tenders are delivered by a special messenger, the same should be dropped in the Tender Box, kept in the O/o. E.E. (Area Store), MPPKVVCL, Indore on all working days indicated in tender notice between 10-30 hours to 15 hours only. **Nobody is authorized to receive or grant receipt for tender delivered by hand**
5. **TELEX/TELEGRAPHIC/FAX BIDS:** -  
Telex/Telegraphic/Fax offers will not be considered under any circumstances.
6. **DELAYED/LATE BIDS:** -  
The MPPKVVCL, Indore shall not assume any responsibility for any postal delays either for the late receipt of documents by bidders or late receipt of bids by the MPPKVVCL, Indore. **No extension in time shall be granted on such grounds.**
7. **ALTERNATIVE BIDS:** -  
Bid should be submitted as per intent of tender documents; any alternative offers are liable to be rejected.
8. **MISTAKES IN BIDS:** -  
Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, the amount quoted in words would prevail. However, company may, in its sole discretion, take any other interpretation, or reject such offers.
9. **LUMP SUM BASED BIDS:** -  
In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, MPPKVVCL, Indore can summarily reject such incomplete tender.
10. **PRINTED TERMS AND CONDITIONS IN BIDS:** -  
Contractor's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever it may be.
11. **ALTERATION – CORRECTION IN BIDS:** -  
No alteration/correction in the tender document will be permitted.
12. **INCOMPLETE BIDS:** -  
Tender which is incomplete or obscure is liable for rejection.

**13. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF: -**

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

**14. AMBIGUITIES IN CONDITIONS OF BIDS: -**

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

**15. DISQUALIFICATION OF BIDS: -**

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

**16. LANGUAGE OF BIDS: -**

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

**17. QUESTIONNAIRE FILLING IS ESSENTIAL: -**

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

**18. DEVIATIONS FROM TERMS/CONDITIONS: -**

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

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

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

**19. SUBMISSION OF BIDS: -**

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

**Part-I** shall contain "EARNEST MONEY DEPOSIT"

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

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

The tenderer should enclose following with tender in ENVELOPE OF PART-II.

- i) If the Tenderer is a partnership concern, an attested copy of partnership deed showing names & addresses of Partners with authorization to represent in instant tender. & certified true copy of the firm registration.
- ii) Details of similar nature of work undertaken previously; if any i.e. outsourcing of providing Manpower for material handling / security.
- iii) Particulars of staff: Technical & Non-technical;
- iv) Postal Addresses and telephone / FAX numbers.
- v) Copy of last three year's Income Tax return with PAN Number, Balance sheet and Profit & Loss A/s for three years.
- vi) Certificate regarding declaration of relationship as per clause no. 8 above with MPPKVVCL / Board employ or Officers (See section-III clause 5, Schedule-IV).

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

- (ii) Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- (iii) Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.
- (iv) All the three parts shall be submitted in three separate sealed envelopes and these envelopes shall be properly super-scribed as **Part-I “Earnest Money Deposit”**, **Part-II “Commercial Bid and Technical Bid”** and **Part-III “Price Bid”** Each envelope shall also be super scribed with name of the work and TS number for which the tender is submitted, the name of the said bidder and the date of opening, as advertised. **The tender i.e. the three parts shall be submitted each in duplicate.**

The above three envelopes, duly sealed, are to be kept again in one envelope called main envelope and sealed. This envelope should be properly super scribed stating that this envelope contains three separate envelopes for part I “EARNEST MONEY DEPOSIT”, Part – II “COMMERCIAL AND TECHNICAL BID” and Part – III “PRICE BID”, in addition to tender specification No., name of work and bidder. Details of Earnest Money Deposit, and due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that MPPKVVCL, Indore's PAYMENT TERMS, PENALTY and SECURITY DEPOSIT CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in following manner: -

Tender Specification No. – EE/ Store /PUR/GEN./02  
Due For Opening On - 30.06.2011 at 3.30 PM  
For – Outsourcing of providing Manpower for material handling to the MPPKVCL property at the premises of Depot. Store, Dhar

This Envelope Contains 3 Separate Envelopes For:-

- a. Part I : “Earnest Money Deposit”
- b. Part II: “Commercial And Technical Bid”
- c. Part III: “Price Bid”

It is certified that we agree to the following clauses of tender specification:-

- a. Payment terms : agreed.
- b. Security deposit : agreed.
- c. Penalty : agreed.

Signature of bidder  
Status and company's seal

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

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

**20. DATE AND TIME OF OPENING OF BIDS – CHANGES: -**

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening / submission of tender documents is declared as holiday by Central / State Govt. or local Administration, it will be automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent day, in case the opening of the entire tender is not completed on the day opening.

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

**21. OPENING OF EMD AND COMMERCIAL AND TECHNICAL BID: -**

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

**22. OPENING OF PRICE BID: -**

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

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

**23. CANVASSING OF BIDS: -**

(i) Tender shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Company's personal or Representative, on matters relating to tender under process.

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

**24. VALIDITY OF BIDS: -**

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

**25. AUTHORISATION/LOCAL REPRESENTATIVE: -**

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

**26. ACCEPTANCE OF TENDER: -**

(i) The MPPKVVCL, Indore may reject any or all tenders or to accept any tender considering advantageous to MPPKVVCL, Indore whether it is the lowest offer or not.

(ii) The MPPKVVCL, Indore may split the quantities against the tender on more than one firm for the same work. No reasons shall be assigned by the MPPKVVCL, Indore for this and the same will be binding on the bidders.

(iii) The successful bidder would have to execute an agreement as per company's rules, within 15 days of the intimation being given to him regarding acceptance of his bid, for successful completion of the work.

**27. CHANGE OF QUANTITY**

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

**28. PURCHASE OF TENDER DOCUMENT**

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

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## **Section III: General Terms and Conditions of Contract**

### **1. RATES**

- (i) The rates quoted shall be per person / per month & must be applicable for all and shall be FIRM and inclusive of service tax and all other applicable taxes.

### **2. PERIOD OF CONTRACT**

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

### **3. SECURITY DEPOSIT**

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

### **4. VALIDITY**

The offer shall be valid for 180 days from date of opening of price bid.

### **5. DECLARATION OF RELATIONSHIP.**

- (i) The tenderer should disclose his relationship with officers / official of the M.P.P.K.V.V.Co.Ltd., if any with tender.
- (ii) The bids not accompanying the above certificate will be rejected. The declaration must be furnished in the format given in Schedule-IV. Any false information furnished in the declaration, disclosure, if revealed later the contract shall be liable to be terminated and the company will be entitle for recovery of damages.

### **6. AGREEMENT**

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

**7. TERMS OF PAYMENT**

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

**8. PENALTY**

- (i) The work given to the personnel have to be carried out effectively and efficiently. Any lapse will attract a penalty to an extent of 5% of monthly bill at the discretion of concerned officer incharge and recoverable in the monthly bills.
- (ii) In case of absence of labour / security guard in any shift then the penalty may be imposed by deduction of amount of Rs.200/- per shift.

**9. EXTENSION ORDER**

The company reserve right to place extension order to the extent of 100% quantity of the original order for a period of maximum one year or in part thereof on same rates, terms & conditions within one year from the date of award.

**10. STATUTORY RULES, ACT & REGULATIONS :**

The tenderer shall indemnify MPPKV V Co. Ltd. against all claims which may be made under the Workemen's Compensation Act or any statutory modification there of or rules there under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this work contract including medical claims raised by the contract labourer arising out of and during the period of engagement. In all cases of personal injury to workmen employed by a tenderer on the work for which the tenderer is liable to pay compensation under the Workman's Compensation Act.

11. The Tenderer shall indemnify MPPKVV Co. Ltd against all claims which may be made under the payment of wages Act / minimum Wages Act and Child Labour Act or any statutory modification thereof or Rules there under or otherwise for in respect of any damage or compensation arising in consequence of any dispute under these acts.
12. The Tenderer shall indemnify the MPPKVV Co. Ltd against all claims which may be made in respect of any person employed by the Tenderer on these works towards insurance charges or claims whatsoever.
13. The rates and prices quoted by the tenderer while submitting the tender shall be firm till the contract completed. The quoted rates shall be binding on the tenderer.
14. The Tenderer shall be responsible for any accidents caused to the personnel and damage to equipment during the period of contract. The contractor will be responsible for the loss sustained by MPPKVV Co. Ltd due to damage to equipment on account of Mal operation.
15. The Tenderer has to make Insurance coverage of employees and against accidents that may occur while carrying out the operation and other allotted duties under contract.
16. The Tenderer should follow all the Labour Laws. Act and Rules & Regulations that are relevant and necessary for carrying out the operation & other works of the allotted works. MPPKVV Co. Ltd. will have liberty to recovery penalty in case of any failure of implementing rules. It will also be obligatory on part of the tenderer to ensure compliance of all legislations applicable to such works and for the time being inforce and any other law which may become applicable in future.
17. The tenderer shall follow the provisions of Industrial Disputes Act / M.P. Industrial employment standing orders rules / contract labour [Regulation & Abolition Act 1970] and other various labour laws inforce.
18. The Tenderer shall be responsible for payment of compensation to his employees under workman compensation act in case of any accidents while carrying out the operation and other allotted works under contract. The MPPKVV Co. Ltd. will in no way responsible for any such compensation.
19. For any failure of implementing the statutory rules and regulations by the Tenderer the MPPKVV Co. Ltd will be a liberty to recover such amounts from the bills or security deposits of the Tenderer or any other payment available with the Board / Company in the name of contractor.
20. The Contract will be liable for termination if the work is not carried out satisfactorily and in accordance with Rules & provision.

21. The Tenderer shall note that in case of carrying out the work in the vicinity of equipment in service, care must be taken to avoid any accidents. If any work is to be done on any of the equipment, the tenderer / his representative shall ensure that such works will be carried out only after taking proper clearance from competent officers / official. It may clearly be noted that in no case the MPPKVV Co. Ltd. will be responsible for any accidents that may occur due to mal operation and for any compensation to be paid arising out of accidents.
  22. No child labour should be employed. Registration of contractor with Labour Department is compulsory and contractor should obtain a license issued by Asstt. Labour Commissioner of the area.
  23. The successful tenderer shall be responsible for engaging employees at his choice. Under no circumstances, the employee of the successful tenderers shall be considered as MPPKVV Co. Ltd. Employee. The tenderer shall make it clear to the labour / guard engaged by him that they are his labour / guard and MPPKVV Co. Ltd. has nothing to do with their employment or any other claims.
  24. Each personnel deployed by the Tenderer should be issued identity card with passport size photograph affixed on it and duly attested by the tenderer. A photo copy of such identity card to be given to Assistant Engineer-in-charge of the work.
  25. EE (Area Store), MPPKVVCL Indore has got rights for any negotiation in respect of Rates and eligibility criteria in the best interest of Company. MPPKVV Co. Ltd. reserves the right to cancel or reject Tender(s) without assigning any reason and without being liable to refund the cost of Tender document there upon.
  26. Any other terms and conditions as per MPPKVV Co. Ltd. Rules and Regulations, not covered herein will be binding on the tenderer.
  27. The personnel engaged by the Tenderer shall be courteous, obedient and sincere to the MPPKVV Co. Ltd. Officers / Officials while discharging the duties entrusted to them. In case of any misbehaviour by any of the person engaged by the tenderer the tenderer shall take full responsibility in replacing the concerned with a suitable trained person.
  28. The tenderer shall arrange the cleaning of the work place and its surroundings.
  29. All disputes arising out of this contract should be decided in the courts situated in Indore.
  30. The tenderer will provided all necessary ISI marked safety appliances to the engaged employees and to ensure safety measures to follow in attending the work by the contract Labour.
- I. The performance of the Contractor will be reviewed by Assistant Engineer and Executive Engineer every three months or earlier and if found unsatisfactory the agreement will be terminated with a notice of 30 days.

Sd/-  
Executive Engineer (Area Store)  
MPPKVVCL Indore

**Section -IV**  
**SPECIFICATION & SCOPE OF WORKS**

The scope of works covered in the contract are as under –

- 1.1 For Unskilled Labour -
- i) Unskilled labour will work under the guidance / supervision of Company's employee i.e. Incharge of the work at the premises of Depot. Store Dhar
  - ii) Work involvement-
    - a) Cleaning of floor where work is being carried out.
    - b) Material handling / shifting etc.
    - c) Loading, Unloading of material / equipments etc.
    - d) To help in the work of repairing of transformers/machines/equipments.
    - e) Other work as assigned by the incharge of the work, time to time.
- 1.2 The Agency must provide Uniform with name plate, identification card, Agency Mono etc. in respect of the Guards entrusted under this contract.
- 1.3 The Agency shall follow the provisions of Rules and Regulation framed by the Govt. and applicable under this security contract.
- 1.4 The administrative control over the workmanship of Agency will be of the Incharge of the A/s Indore. They are empowered to take suitable action against the Agency.
- 1.5 The Agency shall submit the bill monthly to the concern E.E.( Area Store) MPPKVVCL who will transmit the same to the concerned Sr.A.O., MPPKVVCL after due verification for making the payment.
- 1.6 The Agency will have to provide copy of police Verification Certificates for the persons in their respective names regarding their non involvement in any policecase /crime etc. while deploying at Depot. Store Dhar to Incharge ( Area / Depot.Store ) MPPKVVCL to his satisfaction.
- 1.7 The Personnel provided by the Agency on hire basis will adhere to proper conduct and responsibility to ensure safety of material of MPPKVVCL inside the premises of Area Store Indore and should take due and reasonable care in protecting it from any outside miscreants.
- 1.8 A torch will have to be provided by the successful bidder at their cost with security crew deployed by them.
- 1.9 On the occurrence of an accident which results in the death of any workman/employees of the contractor or which is so serious that may result in the death of any workman, the contractor shall within 24 hours of the happening of such accident, intimate in writing concerned government department/agencies, the details of such accident. The contractor shall be deemed to have indemnified and served harmless to the MPPKVVCL against all actions, suits ,claims, demands, expenses in connection with injuries suffered of death in respect of the person employed by the agency for this contract or losses/expenses /damages sustained by MPPKVVCL resulting directly or indirectly from his failure to give intimation to concerned including the penalties or fines if any payable by the MPPKVVCL as a consequence of MPPKVVCL' s failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provision of said or related Acts in regard to such accident.

- 1.10 All costs, damages or expenses which the company may have paid under the contract, will be deducted by the MPPKVVCL from any money due are becoming due to the contractor or may be recovered by action under the laws or otherwise recovered from the contractor as an arrears of the land revenue.
- 1.11 No idling changes will be payable by the MPPKVVCL for any reason whatsoever to the contractor for the stoppage of the work.
- 1.12 On absence of any Labour, the agency will immediately arrange the substitute Labour.
- 1.13 If the Labour on duty is found having unauthorized or unlicensed arms and the action is taken by the department related with arms /crime than the Agency will be responsible for the all liabilities.
- 1.14 If on checking any Labour is found sleeping or found absent from duty then action will be taken against the agency.
- 1.15 The responsibility for payment of minimum wages including variable DA & other benefits as declared by the labour commissioner /Govt./District Authority from time to time, Payment by the MPPKVVCL to the agency shall be as per contract rate and no extra wages including variable DA will be paid during the period of contract even if it is raised by the Govt./District Authority.
- 1.16 The agency shall make the regular payment of salary and wages to it personnel's engaged by the agency under the contract in the presence of concerned E.E./A.E. (Area Store) or his authorized representative and a duplicate copy of salary sheet duly signed by each Labour shall be submitted to the E.E./A.E. (Area Store).
- 1.17 All Labour have to be insured properly as per workman compensation act & accident cover etc. as per Govt. rules in force. The agency will be fully responsible for the workman engaged, injured or met with any type of accident during the course of contractual period or any extended period. In this connection all the claims raised by the affected person due to any minor or major injury or accident shall be fully paid by the contractor whatsoever. MPPKVVCL shall not accept any liability in this regard.
- 1.18 All the financial and other liabilities of the Labour will be of agency i.e. liability of payment of minimum wages, EPF liabilities, insurance etc. MPPKVVCL will not be having any responsibility in case of mishandling, accident or death of any Labour.
- 1.19 The Labour employed by the agency may be used for outside or inside the Area Store premises.
- 1.20 The Labour should identify card issued by the agency.

**H SPECIAL TERMS & CONDITIONS: -**

- 1:[a] **In the event the EE find that the personnel engaged at any stage is not adequate and that the contractor has not taken due action to engage the required personnel inspite of notice given to him by the Executive Engineer, the EE shall have power to recover from any payment due to the contractor by way, of penalty a sum equal to the estimated salary of the staff so less employed.**
- [b] Tenderer would issue appointment letters to his employees and copies of the same shall be made available to the company. In the appointment letter the tenderer would specifically prescribe that the appointment is for a specified period and would come to an end automatically as and when his contract would come to end.
- 2 The hours of work for the labour engaged by the contractor shall confirm to the hours fixed as per factory act. The daily and weekly hours of work and over time work will be regulated in accordance with the provisions of the Factory Act and the minimum wages act. 1948 or any other similar law in force as amended up to date.
- 3 Every employee shall have to be enrolled for the membership of employees, provided fund in accordance of the provision or "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the provident fund commissioner from time to time.
- 4 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contribution by himself and show records to this effect as and when desired.
- 5 The contractor shall be responsible for payment of wages to each worker engaged by him as contract labour in accordance with the provisions of the law.
- 6 A representative duly authorized by the M.P.P.K.V.V.CO. LTD. shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
- 7 In case the contractor fails to make payment of wages of remittance of E.P.F contribution in accordance with the provisions of the law, the Principal employer shall make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor to the E.P.F. commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debit payable by the contractor.
- 8 The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the Company with any of the nationalized general insurance companies against all liabilities under the workman's compensation act in respect of death or bodily injury payable to any worker and damage to property of the third persons.
- 9 During the continuance of the contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have becomes due.
- 10 In every case in which by virtue of the provision ; of section 12, subsection (10 of the workmen's compensation Act. 1923 the Company is obliged to pay compensation to workmen engaged by the contractor in execution of the works,

the Company will recover from the amount of the compensation so paid without prejudice to the right of the Company under section 12 subsection (2) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company or the contractor whether this contract or otherwise. Company shall not be bound to context any claim made against it under section 12, subsection (1) of the said act, except on the written request of the contractor and upon his having given to the company full security for all costs for which the Company might become liable in consequence of contesting such claim.

- 11 The contractor shall at his own cost take all precautions necessary to keep all the equipments, material building and other things connected their with from any loss or damage and in the event of the same or any part there of being lost or damage, he shall forthwith reinstate and make good such loss or damage at his own cost.
- 12 On the breach of any terms and conditions of this contract or failure in implementing the statutory rules and regulations by the contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sums due or which may become due to the contractor by company for otherwise howsoever.
- 13 The period of the contact shall be from the date of issue of order for a period of 12 months or part thereof.
- 14 The concerned E.E. will be final authority for deciding disputes, if any, arising out of the contract between the company and contractor.
- 15 Transport of personnel will be arranged by the contractor at his cost.
- 16 In case of any theft contractor will lodge the complaint with police department however contractor will make good the loss to Company in any case. He will be responsible for pursuance with Police department as the case may be. However, suitable assistance will be provided by the Company.
- 17 The labour / guards employed by the security agency shall not be drunken or in intoxicated state while on duty by consuming alcohol drinking / drugs etc. If found so suitable action will be taken against security agency.

Sd/-

Executive Engineer (Area Store)  
MPPKVCL, Indore

**Schedule I**  
**PRICE SCHEULE**

S. No.	Description of Work	Monthly FIRM Rate inclusive of service tax and all other applicable taxes. (Rs. Per S/s per month)	
		In figures	In words
1.	Outsourcing of providing 6 No. Unskilled Labour for material handling & other work at Depot. Store Dhar under Area Store Indore.		

**Signature of the Tenderer** :

**Name (In Block Letters)** :

**Seal** :

**Date** :

**NOTES: -**

1. Rates in various tapering steps shall not be considered.
2. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall be summarily rejected and shall not be considered, in any case.
3. Payment of any type of Govt. statutory levies/ taxes including service tax will be responsibility of the bidder.
4. The quoted price should be "FIRM" inclusive of all taxes and duties.

Place

Signature of Contractor  
With seal of firm

Date

Name (in full)

Designation

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## Schedule II Part A: General Information

**(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID)**  
**If there is any deviation in General terms & conditions of the tender, it should be mentioned specifically in deviation schedule. If it is not mentioned in deviation schedule, it will not be considered.**

(\*) Strike off, whichever is not applicable.

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

Sr. No.	Particulars	Details	Document
1	Name & Address of the Bidder		
2	Name & Address of the firm/Company etc.		
a)	Registration office		
b)	Factory/ works address		
c)	Telegraphic address		
d)	Telex/fax Nos.		
e)	Telephone Nos.		
3	Any other information that bidder may like to give in order to highlight his bid.		

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

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## Schedule II Part B: Commercial Information

**(TO BE KEPT IN THE ENVELOPE PART –II, “COMMERCIAL/TECHNICAL BID)”**  
**If there is any deviation in General terms & conditions of the tender, it should be mentioned specifically in deviation schedule. If it is not mentioned in deviation schedule, it will not be considered.**

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

Sr No.	Particulars	Details	Document
1	Earnest Money details		
a)	Bank draft/Bankers cheque/ Cash with Sr. AO, MPPKVVCL, Indore.		
b)	Amount of EMD & full details (in Rs.)		
2	Service Tax Registration Number		
3	EPF Registration		
4	ESIC Registration		
5	PAN Number		
6	Whether the offer is valid for 180 days from date of opening of Technical / Commercial bid		
7	State whether quoted price are FIRM		
8	Whether Payment terms are acceptable		
9	Whether Penalty clause agreed		
10	Extension Order		
	Whether you are agreeable to accept extension of rate contract period for a further one year if required on the same rates, terms & condition	Yes/No	

Place

Signature of Contractor  
With seal of firm

Date

Name (in full)

Designation

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### **Schedule III Part A: Past Experience**

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

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

S. No.	Particulars of works	Name of organisation	Order No. & date	Order value	Value of works executed	Value of balance works to be executed
1	2	3	4	5	6	7

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

**Note: - Photocopy of the order & performance report received from other customers should be enclosed.**

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### **Schedule III Part B: Commercial Deviation**

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

Bidder's Name & Address:

To,

The Executive Engineer (Area Store)  
MPPKVV Co. Ltd,  
G.P.H. Compound, Pologround, Indore.

**Sub: - Commercial Deviation**

Dear Sir,

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

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

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

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation.

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

### **Schedule III Part C: Technical Deviation**

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

Bidder's Name & Address:

To,

The Executive Engineer (Area Store)  
MPPKVV Co. Ltd,  
G.P.H. Compound, Pologround, Indore.

**Sub: - Technical Deviations.**

Dear Sir,

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

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

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

Place

Signature of Contractor

With seal of firm

Date

Name (in full)

Designation

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

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**Schedule IV: Declaration of Relationship Format**

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

**DECLARATION BY THE TENDERER**

(To be submitted on non judicial stamp paper of Rs.100.00)

**(In case partner or any relationship of the partners of the firm exist with any MPSEB/MP DISCOM Officer or employees retired or serving)**

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

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

**And/OR**

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

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

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY

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