

# **REQUEST FOR PROPOSAL DOCUMENT**



**TENDER FOR DEPLOYMENT OF SKILLED WORKERS / MANPOWER  
ON CONTRACT BASIS  
AT  
SENIOR ACCOUNTS OFFICE,  
MPPKVCL, INDORE**

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**This set of RFP issued to**

**M/s.** \_\_\_\_\_

**Fees Received Vide:**

**M.R. No:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Signature of Issuing Official**

**1. LETTER OF INVITATION**

- 1.1. M.P. Paschim Kshetra Vidyut Vitaran Company Limited ('MPPKVCL'), Indore the power distribution company (A Govt. of MP Undertaking) with its headquarters located at Indore, M.P.
- 1.2. Sr Accounts Office, MPPKVCL is issuing this Request for Proposal Document ("RFP Document") for inviting proposals from registered agencies / firms / individuals for deployment of skilled workers / manpower on contract basis to carrying out required official works. The Sr Accounts Office MPPKVCL would enter into a contract ("Contract") with selected vendor to provide the required manpower / workers.
- 1.3. Selection process to be adopted is outlined in this RFP document.
- 1.4. Whether an applicant will qualify or not will be based on the applicant's experience, technical capabilities and financial standing as demonstrated by the applicant's response to the requirements of the RFP document.
- 1.5. RFP documents must be delivered at the address given below, **before 12.00 noon on 18/06/2011 ("Submission Deadline")** and will be opened on the same day **at 3.00 hours** at the address given below, in the presence of the Applicants' representatives who wish to attend. If a public holiday is declared on the date specified for receipt of the RFP, the same will be received and opened on the next working day at the same time and venue.

<p style="text-align: center;"><b>Sr Accounts Officer</b> O/o Sr Accounts Office, MPPKVCL, Indore GPH Compound, Polo ground, Indore MP, - 452003, Tel: 0731-2421279 Ext-166</p>
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- 1.6. Nothing in this RFP or in any communication issued by MPPKVCL or any of its employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or to any other party.

For and on behalf of Sr Accounts office, MPPKVCL

**Sr Accounts Officer**  
MPPKVCL, Indore

## 2. OBJECTIVES OF THE EXERCISE

- 2.1. Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Limited (The Company) is engaged in the distribution of power in the western part of the State of Madhya Pradesh and is a public limited Company wholly owned by the Government of Madhya Pradesh.
- 2.2. Accordingly, MPPKVCL, Indore having its eight Regional Accounting Units /Offices at various place under the jurisdiction of Indore and Ujjain Commissionaires. Regional Account Office is responsible for supervision and accounting work related to the circle and for all receipts and disbursement activities.
- 2.3. To ensure smooth execution of various activities, MPPKVCL, Indore requires to depute qualified and experienced manpower as Office Assistants to Regional Accounting Unit, Indore for handling day to day official works.
- 2.4. Keeping in mind the above objectives, the company seeks to invite proposals from registered agencies / firms / individuals for deployment of skilled workers / manpower on contract basis to carrying out required official works at the Regional Accounting Unit, Indore.

## 3. SCOPE OF SERVICES AND PERIOD OF ENGAGEMENT

- 3.1. To supply qualified and experienced manpower to Sr. Accounts office, MPPKVCL, Indore, GPH Compound, Polo Ground, for handling / assisting day to day official works.
- 3.2. The contract shall be initially for a period of **One year** which may be extended further period of one year without any escalation in the rate, change in the terms & conditions.
- 3.3. The manpower engaged would be posted at Regional Accounting Office of MPPKVCL, Indore as Office Assistants.
- 3.4. In this document, registered agencies / firms / individuals is treated as firm for describing the rules and regulation.
- 3.5. However, in exigencies of services they may be deputed to another office of the Company depending on the requirement.
- 3.6. The deputing staff shall be responsible for handling day to day official work as directed by the Officer in charge time to time.
- 3.7. At present following works are being carried out at RAO, Indore:-
  - 3.7.1. Receiving revenue through CRAs from all DCs, Post offices, co-operative societies etc.
  - 3.7.2. Auditing and passing of contractor's bills, employee's claims etc.
  - 3.7.3. Payment of contractor's bills, employee's claims etc.
  - 3.7.4. Accounting of all the receipts and payments
  - 3.7.5. HT billing, collection and their accounting
  - 3.7.6. LT revenue accounting
  - 3.7.7. Recording and maintenance of all the transactions, order allowance for Gazetted Officers
  - 3.7.8. Passing of all the claims of NGO's
  - 3.7.9. Preparation and payments of pension
  - 3.7.10. Preparation of monthly and yearly trial balance and other reports.
  - 3.7.11. Preparation and payments of employee's salary and other claims.
  - 3.7.12. Scrutiny of dishonor Cheques and their correspondence to field offices.
  - 3.7.13. Stores Accounting
  - 3.7.14. Auditing and payment of temporary advances & revolving fund.
- 3.8. All the information given in this document only provides an idea of the type and scope of the work to be performed by the firm. It shall be the responsibility of the firm to fully acquaint itself with the nature of work by self or by authorized representative either by making visit to place of work or any other method it may deem fit, which are relevant to the contract before quoting the tender.

#### 4. ELIGIBILITY CRITERIA

- 4.1. The Bidder may be an individual proprietary firm, Partnership firm, limited Company, Corporate body legally constituted who possess the required licenses, registrations etc. as per law, valid at least for 12 months from the date of the opening of tender.
- 4.2. Registration of firm with ESIC / EPF / Labour Dept./ Tax Dept.(minimum deployment of 10 employees per year during immediately preceding 3 years).
- 4.3. The bidder firm should have proven expertise and minimum three years experience related to management of activities in the relevant area.
- 4.4. The firm should have achieved a annual turnover, averaged over the last 3 years, of a minimum of Indian Rupees **10,00,000 (Rupees Ten Lacs only)**. For a calculation of average turnover, Audited Accounts of the firm for the FY 07-08 to FY 08-09 and FY 09-10 will be considered.
- 4.5. The firm /agencies/ individuals should have its office at Indore.

#### 5. REQUIRED MANPOWER AND OTHER TERMS & CONDITIONS

- 5.1. The firm shall provide Accounts Assistant in required numbers for smooth execution of day to day official activities to the satisfaction of the officer in charge.
- 5.2. The expected number of Accounts Assistant required are **10 (Ten)**, However MPPKVCL reserves the right to increase or reduce the number of personnel depending upon need. The Sr. Accounts Officer, Indore shall intimate the actual requirement time to time.
- 5.3. The minimum qualification and experience are as follows:
  - 5.3.1. Post graduate in Commerce (M.Com).
  - 5.3.2. Having experience in M.S Office Application, (i.e. Word and Excel) with good command over Hindi and English Typing.
  - 5.3.3. Maximum age is 28 years.
- 5.4. The firm shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- 5.5. The firm selected for supply of manpower shall be responsible for paying salary /wages, medical benefits, insurance, travelling expenses, ESI, EPF and other statutory dues towards the manpower supplied to the Authority and shall quote their rates accordingly.
- 5.6. In order to protect the interest of the personnel against any injury, death & disability during the duty and validity of the contract, the firm shall have the Group Insurance Scheme from any Nationalised Insurance Company and same to be produced to Authority on demand.
- 5.7. The office assistants engaged shall perform the duty and responsibility as assigned by Officer in charge and the normal duty shall be from 10.30.a.m to 5.30 P.M or any other convenient time depending on the urgency of the work.
- 5.8. The personnel shall be deployed under the overall control of the Sr. Accounts Officer, MPPKVCL Indore.
- 5.9. The Firm would deploy persons for provision of the Services to Sr Accounts Office, MPPKVCL ensuring that they are suitably qualified, skilled and experienced in the work which they are to perform.
- 5.10. The Firm will obtain the written approval of Sr. Accounts Office, MPPKVCL prior to appointing any replacement for any employee of the Firm (such approval not to be unreasonably withheld or unduly delayed by Sr. Accounts Office, MPPKVCL), except that the Firm shall be able to replace any employee without Sr. Accounts Office, MPPKVCL's prior written approval where a Employee leaves the employment of the Firm, is prevented from fulfilling his duties due to sickness or will no longer be involved in the Services due to natural career progression. Save as otherwise agreed with the Sr. Accounts Office, MPPKVCL in writing, the Firm will, at its own cost and expense, use all reasonable

endeavors to ensure that, where possible, the Employee who is being replaced imparts appropriate knowledge and experience concerning the Services to the replacement for the Employee.

- 5.11. With the approval of officer in charge, casual leave shall be granted to the employees of firm with maximum limit up to **13 (Thirteen) Days** in a calendar year. However, in case of unauthorised absence, or leaves in excess of 13 days in a calendar year a penalty shall be made as mentioned above in Penalty Clause.
- 5.12. Without prejudice to above provisions, before appointing a replacement for any Employee, the Firm shall:
  - 5.12.1. notify Sr. Accounts Office, MPPKVVCL of the proposed appointment;
  - 5.12.2. introduce the individual to appropriate representatives of Sr. Accounts Office, MPPKVVCL (and, if reasonably requested provide an opportunity for MPPKVVCL's Authorised Representative for Services to interview the individual); and
  - 5.12.3. provide Sr Accounts Office MPPKVVCL's Authorised Representative for Services with a resume and other information about the individual reasonably requested by Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd. (including, without limitation, a summary of such person's expertise and previous experience);
  - 5.12.4. AND the Firm shall provide such replacement for any Employee as soon as reasonably practicable.
- 5.13. The Firm shall:
  - 5.13.1. ensure that its persons engaged in the provision of the Services to Sr Accounts Office, MPPKVVCL are suitably qualified, skilled and experienced in the work which they are to perform;
  - 5.13.2. ensure that while any of its Employees are on Sr. Accounts Office, MPPKVVCL's premises they will conform to Sr. Accounts Office, MPPKVVCL's standard codes of conduct (including policies regarding occupational health and safety requirements, building access, physical security and dress codes) or procedures as have been communicated in advance to the Firm in writing but only to the extent that such compliance does not place the Firm in breach of any other provision of this Agreement.
- 5.14. The Firm shall remove any person, if the Officer in charge finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard by the Sr. Accounts Officer.
- 5.15. Engagement in Sr. Accounts Office, MPPKVVCL, Indore shall not confer any right on any individual for preference in regular employment in MPPKVVCL, Indore or for his continuation in subsequent period after the termination of the contract.
- 5.16. Only experienced and qualified personnel shall be deployed requiring competency certificates issued by any Authority shall be provided in original at Sr. Accounts Office, MPPKVVCL, Indore office by the contractor for each personnel offered by him.
- 5.17. Sr. Accounts Office, MPPKVVCL, Indore reserve the right to terminate the contract of manpower supply any time before expiry of one year or the extended period by issue of one month's notice to the Firm. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give 45 Days notice. Failure to do so will result in forfeiture of the deposited security amount.
- 5.18. During the contract period additional requirement of person shall be intimated to the firm 15 (Fifteen) days in advance and reduction in the number of person shall not be effected before 45 (Forty five) days.

## 6. TERMS & CONDITIONS

### 6.1. Part A- General

- 6.1.1. The selection of the firm shall be made on the basis of the credentials, experience and capability furnished by firm for the purpose of engagement and is liable to cancellation in the event of any professional or other misconduct, which has been taken cognizance by any authority, coming to light at a later date.
- 6.1.2. Changes in the Laws & Bye laws of the firm should be intimated to Officer in charge within seven days of such change having occurred.

- 6.1.3. It may be ensured that this assignment is carried out only by the firm. If it comes to our notice that the assignment has been carried out by any other firm/persons, the appointment is liable to be cancelled.
- 6.1.4. The Officer-in-charge shall be Sr. Accounts Officer, MPPKVCL, Indore or any other officer nominated by him.
- 6.2. **Part B- Other terms**
- 6.2.1. Reports/outputs of the firm would need to summarize the areas covered and findings and recommendations wherever required. Firm would need to promptly discuss any matters that come to its attention with officer in-charge during its work.
- 6.2.2. Reports/ outputs would be issued solely for the internal use of Officer in charge / MPPKVCL's. Any other distribution of the same must be approved by Officer in charge in advance in writing. Distribution of any information pertaining to MPPKVCL without prior written consent of Officer in charge, shall be treated as major misconduct and shall be dealt accordingly.
- 6.2.3. With respect to this agreement and any information supplied in connection with this agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; and (ii) use and reproduce confidential information only to perform its obligations under this agreement.
- 6.2.4. If MPPKVCL, Indore suffers, or likely to suffer, any loss or damage, or if liability of any kind is imposed or likely to be imposed on MPPKVCL, Indore because of ignorance or negligence or any other reason attributable to the employees of firm, an amount equal to such loss or damage or liability shall be recoverable from the firm.
- 6.2.5. Notwithstanding anything to the contrary, firm's maximum aggregate liability under this agreement (regardless of the nature of any claim asserted, including contract, statute, any form of negligence whether of MPPKVCL, firm or others, strict liability or otherwise) shall be limited to the amount of total fees payable to the firm. In no event shall either party be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if it has been advised of their possible existence. This provision shall survive the termination of this agreement for any reason.
- 6.2.6. If any dispute arises in respect of the terms and conditions of the contract, the matter shall be referred to the Director (F&A) for its adjudication. In case the controversy is not resolved by the Director (F&A) within 15 working days then the same shall be escalated to CMD(WZ). In case the matter is not solved by the CMD(WZ) then the same shall be resolved according to the provision of M.P.Madhyastham Adhikaran Adhiniyam 1983.
- 6.2.7. The jurisdiction of all legal matters shall be appropriate court at Indore, except as otherwise specifically provided in the agreement.
- 6.3. **Part C- General**
- 6.3.1. The manpower employed by the firm should be citizen of India.
- 6.3.2. The firm shall in respect of personnel employed by him comply with or cause to be complied with "The Contract Labour (Regulation and Abolition) Act 1970" and Rules framed there under in regard to all matters provided therein.
- 6.3.3. The firm shall comply with the provision of all the Acts / Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works at their own cost. Such as:
- 6.3.3.1. Payment of wages Act.1936 (Amended).
- 6.3.3.2. Minimum wages Act. 1948 (Amended).
- 6.3.3.3. Employees Provident Fund Act
- 6.3.3.4. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- 6.3.3.5. Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
- 6.3.3.6. Employer's Liability Act 1938 (Amended)

- 6.3.3.7. The Industrial Employment (Standing orders) Act.1946 (Amended).
- 6.3.3.8. The Industrial Disputes Act. 1947 (Amended)
- 6.3.3.9. Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- 6.3.3.10.The Personal Injuries (Compensation Insurance) Act.1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 6.3.3.11.And all other applicable laws of the land.
- 6.3.4.The firm shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all personnel employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act 1948" as amended from time to time. In case the firm fails to submit full details of his account of crew employed and the contribution payable the Officer in charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 6.3.5.The Officer in charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the firm any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 6.3.6.The firm shall provide and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from to time.
- 6.3.7.All personnel engaged under this contract by the firm shall be employees of firm. MPPKVVCL shall not have any liability/ responsibility to absorb the persons engaged by the firm and/or extend any type of recommendation etc. for obtaining any job in MPPKVVCL or elsewhere.
- 6.3.8.The firm shall at the time of execution of the contract have PF code Number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous provisions Act-1952 and remit Contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees.
- 6.3.9.The firm shall maintain all records/registers as required to be maintained by him under various labour laws and other statutory laws in force and as amended time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of MPPKVVCL as and when required.
- 6.3.10. The firm shall also submit periodical reports on various labour laws such as contract labour (Registration & Abolition) Act-1970. Employees Provident Fund Act under intimation to maintain the designation of the principal employer.
- 6.3.11. The firm shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under laws. He shall deploy adequate number of persons for execution of the contract regulating their working hours and weekly off within the statutory limit.
- 6.3.12. The firm shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc. to his employees, as required under law.
- 6.3.13. The firm shall in the event of his workman / employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment,

provide necessary medical treatment and pay compensation, if any, required under the Workmen's Compensation Act – 1923. In any case, the Company be directed by any court of law to pay compensation under Workman Compensation Act-1923 or under any other law, to the employee deployed by the firm and in accordance with the direction / order of the court, if Company pays any amount as compensation, the Company will be entitled to recover said amount from the firm.

- 6.3.14. The firm shall get the antecedents of the persons engaged by him verified from the police station concerned and produce certificate in this regard to MPPKVCL. MPPKVCL will not allow any persons to work unless and until the case for verification to the concerned police authority and a copy thereof is submitted to MPPKVCL before deployment.
- 6.3.15. MPPKVCL has the right to deduct and disburse the claims of the individual/parties on any account whatsoever, in relation to their employment with the firm.
- 6.3.16. The firm shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-6.3.3 above. In the event of the firm failure to comply with the provisions of all the Act/Laws stipulated in Sub-Clause-6.3.3 or in the event of decree or award or order against the vendor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause-6.3.3 above, the Officer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the vendor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause-6.3.3 above, on the part of the firm under the contract on behalf of and at the expenses of the firm and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Officer-in-Charge shall be conclusive and binding on the firm.
- 6.3.17. In the event or the firm committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Sub-Clause-6.3.3 above, the firm shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-Charge. The decision of the Officer-in-Charge in this respect shall be final & binding.
- 6.3.18. The firm shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Officer-in- Charge shall be entitled to do so and recover the cost thereof from the firm.
- 6.3.19. The firm shall at his own expense arrange for the safety or as required by the Officer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Officer-in- Charge shall be entitled to do so and recover the cost thereof from the firm. But this will not absolve the firm of his responsibility or otherwise thereof.
- 6.3.20. The firm will indemnify and save the MPPKVCL, Indore harmless against all claims, damages and compensation under the Work Compensation Act, 1923 as amended or in other law prevailing and rules made there under in the event of any injury disability or death of any employee deployed by the firm, during the course of the employment and also against all charges, cost and expenses incurred in any proceeding arising out of such accident, injury or death of the employee deployed by the firm. The firm will also indemnify and save MPPKVCL, Indore harmless against all sum or sums which may with the consent of the firm be paid by MPPKVCL to compromise or compound any claim in this regard. If any award, decree or order is passed against the MPPKVCL, Indore for recovery of any compensation under the Workman

Compensation Act, 1923 as amended or any other law prevailing, by any competent court of law, in the case of the injury, disability or death of any of an employee deployed by the firm and in compliance to the said order decree or award, the MPPKVVCL pay any sum, the said sum or sums paid shall be deducted by the officer in charge from any sum due or that may become due to the firm or it may be recovered from the security deposit or sale thereof in full or part under the contract or any other contract with (The Company) MPPKVVCL, Indore towards fulfillment of the said decree, award or orders.

- 6.3.21. Provided always that the firm shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this Clause and Labour Regulation.
- 6.3.22. The firm shall obtain License/Registration under the Contract Labour Act 1970, if considered necessary for performance of the contract.
- 6.3.23. The firm shall ensure that its employees perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by MPPKVVCL. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the firm, all the losses so occurred to MPPKVVCL property shall be recovered from the amounts payable to the firm and his security deposits.
- 6.3.24. In the event of the death or insanity of the lead partner of the firm on account of serious /communicable disease or accident etc. the contract may be terminated by giving notice in writing or pasting the same at office notice board and advertising in one daily local newspaper. Any outstanding payments shall thereafter be paid at appropriate rates after recovering all dues including balance payment if any to the persons certified legally to receive such payment.
- 6.3.25. If the lead partner of the firm is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation goes in to liquidation or becomes to be wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the MPPKVVCL shall be at liberty :-
  - 6.3.25.1. To give such liquidate, received, or other person in whom, the contract may become vested, the option thereof award the contract or a portion, thereof to be determined by the MPPKVVCL subject to his providing an appropriate guarantee for the performance of such contract, or
  - 6.3.25.2. To terminate the contract forthwith by giving notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the RFP treating as if this termination is ordered under that Clause.
- 6.3.26. During the contract period, if any adverse information in respect of antecedent verification of any of the employees is received then his / her services shall be liable to be terminated.

**In addition to above, the terms and conditions mentioned in the Main Letter & Outsourcing Agreement shall be binding on the firm, which is annexed with the RFP document.**

## **7. DETAILS OF BID / TENDER AND EVALUATION PROCESS**

### **7.1. Bid Documents**

- 7.1.1. A set of bid documents (RFP) may be obtained by the interested Applicants by submission of application addressed to the Sr Accounts Officer, M.P. Paschim Kshetra Vidyut Vitaran Company ('MPPKVVCL'), Indore on payment of **Rs 1,500/-** (Rs One Thousand Five hundred only/-) through a demand draft drawn in the name of Senior Accounts Officer, MPPKVVCL, Indore payable at Indore up to **17/06/2011**.
- 7.1.2. The bid document can also be sent by Speed Post, if required, for which Rs.250/- (Rs Two hundred Fifty only) is to be paid extra to the above amount.

## 7.2. Pre-Bid Meeting clarifications on RFP documents

- 7.2.1. The prospective Applicant requiring any clarification of the RFP documents may inform Sr Accounts Office, MPPKVCL, Indore in writing by post, courier or by facsimile at the address given in the Letter of Invitation so as to reach Sr Accounts Office, MPPKVCL on or before **17/06/2011** by 5.30 pm.
- 7.2.2. Sr Accounts Office, MPPKVCL, Indore would duly acknowledge the queries received by post, courier or by facsimile and provide response to the clarifications sought at its discretion.
- 7.2.3. Sr Accounts Office, MPPKVCL, Indore at its sole discretion, reserves the right to respond to questions raised by Applicants or provide written clarifications. No oral response to a clarification request shall be construed as amending this RFP document. Nothing in this section shall be taken or read as compelling or requiring Sr Accounts Office, MPPKVCL to respond to any questions or to provide any clarifications. No extension of any deadline will be granted on the basis or grounds that Sr Accounts Office, MPPKVCL has not responded to any question or provided any clarification.

## 7.3. Format, Signing and Submission of Proposal

### 7.3.1. Bidding Process

- 7.3.1.1. **"Single Stage – Three Envelopes"** bidding process shall be followed for selection of the firm.
- 7.3.1.1.1. First Envelope shall contain **EMD**
- 7.3.1.1.2. Second Envelope shall contain **'Technical Proposal'** (in Two copies)
- 7.3.1.1.3. Third Envelope shall contain **'Financial Proposal'** (in Two copies)
- 7.3.1.2. All the three envelopes containing EMD/ Technical Proposal/ Financial Proposal shall be placed inside one Outer Envelope.

7.3.2. Method of bid-submission is detailed hereunder.

### 7.3.3. Earnest Money

- 7.3.3.1. EMD (Earnest Money Deposit) for participation in the bid is **Rs 25,000/-** (Rs Twenty Five Thousand Only).
- 7.3.3.2. The Applicant shall deposit EMD through a Demand Draft drawn on any scheduled bank, in favour of **Senior Accounts Officer, MPPKVCL, Indore, payable at Indore.**
- 7.3.3.3. The Demand Draft in original shall be placed in the EMD envelope and the same shall be duly sealed by the Applicant. The envelope containing EMD must be clearly super scribed as "EARNEST MONEY", and must contain Name and Address of the Applicant.
- 7.3.3.4. Offers submitted without EMD shall be summarily rejected.
- 7.3.3.5. EMD deposited in any other manner except as mentioned above, shall not be accepted and such offers shall be rejected.
- 7.3.3.6. The EMD shall be returned to the unsuccessful bidders after signing of the contract by the successful firm with the Sr. Accounts Officer, MPPKVCL, Indore.

### 7.3.4. Technical and Financial Proposals

- 7.3.4.1. The Applicant shall submit two copies (original + one) of their Proposals (Technical as well as Financial), in the format prescribed in the RFP documents, clearly marking each one as: "TECHNICAL PROPOSAL - ORIGINAL," "TECHNICAL PROPOSAL - COPY" and "FINANCIAL PROPOSAL - ORIGINAL", "FINANCIAL PROPOSAL - COPY". In the event of any discrepancy between the original and any copy, the original shall govern.
- 7.3.4.2. The original and one copy of the Technical as well as Financial Proposals (PROPOSALS) shall be typed and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The person or persons signing the PROPOSAL shall initial all pages of the PROPOSAL.

- 7.3.4.3. Any interlineations, erasures or overwriting shall only be valid if the person or persons signing the PROPOSAL initial them.
- 7.3.4.4. The applicants shall place the original and one copy of the TECHNICAL PROPOSAL, along-with all required documents, in an envelope and seal and mark the envelope as "TECHNICAL PROPOSAL". Similarly, the applicants shall place the original and one copy of the FINANCIAL PROPOSAL, along-with all required documents, in a separate envelope and seal and mark the envelope as "FINANCIAL PROPOSAL".
- 7.3.4.5. The envelopes containing the "EMD", the "TECHNICAL PROPOSAL" and the "FINANCIAL PROPOSAL" shall be placed together in an outer envelope, and duly sealed by the applicant.
- 7.3.4.6. All the inner and outer envelopes shall;
- 7.3.4.6.1. be addressed to Sr Accounts Office, MPPKVCL, Indore at the address provided in Clause 1.5 and;
- 7.3.4.6.2. Bear the contract name, the title "Tender for Deployment of Skilled Workers / Manpower On Contract Basis in Sr Accounts Office, MPPKVCL, Indore" and the words "DO NOT OPEN BEFORE **18/06/2011, 03.00 pm**" and;
- 7.3.4.6.3. Bear the name and address of the Applicant.
- 7.3.4.7. If the outer envelope is not properly sealed and marked as required, Sr Accounts Office, MPPKVCL will assume no responsibility for misplacement or premature opening the PROPOSAL.
- 7.3.4.8. Submission of PROPOSAL by Fax, E-Mail or other electronic means will not be accepted. It is the responsibility of Applicant alone to ensure that its PROPOSAL is delivered at the prescribed address by the stated deadline.
- 7.3.5. The firm shall be in obligation to pay the wages to its deployed personnel not less than the minimum wages to the skilled/semi-skilled and unskilled personnel (as per the classification equivalent to the monthly / daily wages determined by the Commissioner Labour, Govt. of Madhya Pradesh). In this connection, the orders issued by GoMP revising the wages from time to time shall be binding on the firm.
- 7.3.6. The firm shall also discharge its liability in respect of Employees Provident Fund, Employees State Insurance (E.S.I.) and Service Tax, in respect of each of the workman deployed to MPPKVCL.
- 7.3.7. Besides these liabilities, the firm shall also have to bear personal insurance, liabilities to pay bonus and any other liabilities as per existing labour Act as amendable from time to time. It is also the responsibility of the firm to provide weekly-off to the workman as per the prevailing laws and provide a substitute to MPPKVCL on such weekly off. Taking these liabilities into account the firm shall quote the consolidated rates comprising the following in Annexure-8:
- 7.3.7.1. Wages,
- 7.3.7.2. EPF (employer contribution),
- 7.3.7.3. ESIC (employer contribution),
- 7.3.7.4. Income Tax, Service Tax, Other charges like leave salary, Group Insurance, Bonus, uniform etc. including contractors margin and consumable, if any etc.
- 7.3.8. In case of item where Lump-sum rates are invited the rates should be all inclusive.
- 7.3.9. The firm will send a photo copy of the EPF, ESI contributions in respect of each employee every month and Service Tax as and when required (monthly/ half yearly etc)
- 7.3.10. The quoted rates shall be inclusive of all taxes (i.e. Service Tax or any other tax), cost of all kinds of Insurance Premium Bonus, payment to their workmen not less than the minimum wages as fixed by Commissioner Labour, GOMP from time to time, making all deposits and dues like EPF Contribution, ESIC, Leave Salary Contribution, Bonus Contribution and

all Other Liabilities etc. as per present labour laws, taxes like income tax etc. and any amount becoming payable to his employees due to any rise in minimum wages or due to any amendments/ modifications of existing rules or enforced during currency of this tender contract.

7.3.11. The quoted rates/amounts shall not be less than the minimum wages of GOMP and other derived statutory obligations like wage revision after every 6 months (April and October each year) by Govt. of Madhya Pradesh and increase in Income tax, employer EPF contribution, ESI contribution etc.

7.3.12. MPPKVVCL reserves the right to accept or reject any or all bids without assigning any reasons. MPPKVVCL also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions / specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process.

7.3.13. Under no circumstances firm is entitled to claim any charges over and above the charges prescribed in the terms of this contract. MPPKVVCL shall not be liable and responsible for any damage/loss of any nature and magnitude caused to the firm or its employee in the performance of the duty under this contract.

#### 7.4. List of documents to be submitted with PROPOSALS

##### 7.4.1. Technical Proposal

7.4.1.1. Covering letter as in Annexure-1

7.4.1.2. Support information related to technical competence of the Applicant as specified in Annexure-2 to Annexure-6.

7.4.1.3. Deviation/ deficiency statement as in Annexure-7.

7.4.1.4. Certified copies of Audited Financial Statements of preceding 3 years.

7.4.1.5. Any other supporting information and documents that is relevant to the bid proposal

##### 7.4.2. Financial Proposal (Price Bid)

7.4.2.1. Final proposal in the format provided in Annexure-8.

7.4.2.2. The rates quoted shall be firm and shall be kept valid for consideration for a period of 120 days from the date of opening of the offer.

#### 7.5. Deadline for submission of bids

Proposals complete in all respects must be received by Sr Accounts Office, MPPKVVCL at the address specified in Clause 1.5. The important date and time are:

**7.5.1.** Last Date for Submission: **18/06/2011**

7.5.2. Deadline for submission: 12.00 noon.

#### 8. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL

The Applicant is not permitted to modify, substitute, or withdraw their Proposal after submission.

#### 9. BID OPENING

9.1. As the bid evaluation will be in two parts (EMD/ Technical, and Financial) as indicated in the RFP, there will be two Bid-opening events:-

9.1.1. for the EMD/ Technical Bids and

9.1.2. for the Financial Bids.

9.2. Bid opening shall be in the presence of applicant's representatives who choose to attend. The Applicant's representatives, who are present, shall sign a register evidencing their attendance.

9.3. The main envelopes of the bids that have been received within due date and time of submission would be opened at **03.00 pm on 18/06/2011**. The Applicants names will be announced at the opening.

9.4. No bid shall be rejected at bid opening, except for late bids, which shall be summarily rejected and not considered.

- 9.5. First of all, the outer envelopes of the received bids shall be opened. Thereafter, EMD envelopes shall be opened.
- 9.6. Technical Bids of only those Applicants will be opened, who have deposited DD in original towards required amount of EMD, in the EMD envelope. Bids of those Applicants who have not deposited proper EMD shall not be considered for further Evaluation.
- 9.7. The Financial Bids of only those Applicants, who are technically qualified during the technical evaluation, would be opened.
- 9.8. The venue, date and time of opening of the financial bids of technically qualified Applicants will be intimated to them at the appropriate time, with adequate notice.
- 9.9. The guidelines in this sub-section will generally be followed by Sr Accounts Office, MPPKVVCL officers at each such event. However Sr Accounts Office, MPPKVVCL may deviate from these in specific circumstances if it feels that such deviations are unavoidable, or will improve speed of processing and consequent execution of works.

## 10. EVALUATION OF TECHNICAL BIDS

- 10.1. **Preliminary Scrutiny:** Preliminary scrutiny of the technical bid will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- 10.2. **Fulfillment of Minimum Eligibility Criterion:** The bids will be examined to ascertain whether they fulfill the minimum eligibility criterion as prescribed in Clause-4. The bids of those applicants who do not fulfill minimum eligibility criterion shall not be taken into further consideration/ detailed evaluation.
- 10.3. **Substantial Responsiveness:** Prior to the detailed evaluation, Sr Accounts Office, MPPKVVCL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Sr Accounts Office, MPPKVVCL will not allow any corrections in case of nonconformities.
- 10.4. **Waivers:** Sr Accounts Office, MPPKVVCL shall waive minor infirmity; nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Applicant.
- 10.5. **Technically qualified Applicants:** All the Applicants who fulfill minimum eligibility criteria will be declared as technically qualified. The Financial Bids of only the technically qualified Applicants will be opened for further processing.

## 11. EVALUATION OF FINANCIAL BIDS

- 11.1. The Financial Bids of the technically qualified Applicants will be opened.
- 11.2. **Fixed Price Bids:** Only fixed price financial bids indicating total price for the deliverables will be considered.
- 11.3. **Arithmetical errors** will be rectified as follows: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. However, if the amount quoted in words is not legible or not clear in meaning, the Sr Accounts Office, MPPKVVCL may consider the amount quoted in figures as final. Such offers may also be rejected.
- 11.4. After evaluation, the work shall be awarded normally to the firm fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act.

- 11.5. In case two or more firms are found to have quoted the same rates, the Sr. Accounts Officer MPPKVVCL, Indore shall decide about the firm to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the competent authority shall be final.

## 12. BID CLARIFICATIONS

During evaluation of the bids, Sr Accounts Office, MPPKVVCL may, at its discretion, ask the Applicant for clarification on their bid.

## 13. COST OF PROPOSAL

The Applicant shall bear all costs associated with the preparation and submission of its PROPOSAL and Sr Accounts Office, MPPKVVCL will not be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.

## 14. LANGUAGE OF PROPOSAL

The PROPOSAL prepared by the Applicant and all correspondence and documents related to the RFP and PROPOSAL exchanged by the Applicant and Sr. Accounts Office, MPPKVVCL shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by its translation in English, in which case, for purposes of interpretation of the RFP, the English translation shall govern.

## 15. DISCLAIMER

Sr. Accounts Office, MPPKVVCL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Sr. Accounts Office, MPPKVVCL and/or any of its officers, employees.

## 16. MISCELLANEOUS

- 16.1. This document and the appendices constitute no form of commitment on the part of Sr. Accounts Office, MPPKVVCL whether in respect of the selection or otherwise. Furthermore, this RFP document confers neither the right nor expectation on any party to participate in the selection process. Sr Accounts Office, MPPKVVCL reserves the right to reject any or all of the PROPOSALS at any stage, if it considers necessary to do so, and/or to withdraw from the selection process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.
- 16.2. It is necessary to procure RFP documents from this office for participation in the selection process. It may please be noted that any bid submitted on RFP documents downloaded from web-site shall not be accepted. The RFP documents are non transferable.
- 16.3. If any approval is necessarily required to be obtained from any Institute / organization / office for taking up aforesaid assignment, it shall be obtained by the Applicant itself.

## 17. SIGNING OF CONTRACT, SECURITY DEPOSIT AND COMPLETION OF FORMALITIES

- 17.1. Successful applicant will be required to sign Contract with Sr. Accounts Officer, MPPKVVCL Indore on non judicial stamp paper of Rs 250/- (draft of the contract is given in RFP documents as Annexure-A). Cost of stamp paper and revenue stamp to be affixed of agreement shall be borne by the applicant. Sr. Accounts Office, MPPKVVCL shall not reimburse these costs.
- 17.2. Failure of the successful Applicant to sign the contract within seven days of intimation shall constitute sufficient grounds for the annulment of the award, in which event the Sr Accounts Office, MPPKVVCL may blacklist the bidder and make the award to another Applicant or call for fresh bids.

- 17.3. The firm whose tender is accepted has required to deposit by way of Security Deposit for the due fulfilments of the contract, such sum as will amount to **10% of the Contract Value**. The Security amount will be accepted in the following manner:
- 17.3.1. The contractor is required to deposit an amount equal to 5% of the value of work as performance security in the form of crossed Demand Draft on any Nationalised Bank of India in favour of — **Senior Accounts Officer, MPPKVVCL, Indore, payable at Indore** at the time of agreement Or within the period prescribed for commencement of work as per work order.
- 17.3.2. A sum @ 5% of the gross amount of bills shall be deducted from each monthly / running bill of the contractor till the same along with the sum deposited as EMD will amount to balance S.D of 5% of the value of work (with-in six month from the date of contract).
- 17.4. No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 17.5. If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Officer in charge to forfeit either in whole or in part, the security deposit furnished by the contractor.
- 17.6. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Officer in charge shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the firm.
- 17.7. In case of delay in the progress of work, the Officer in charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the firm to explain the causes for the delay within 3 days of receipt of the memo. If the Office-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or take the measures to bring the services under the contract to specified level at the risk and cost of the contractor.
- 17.8. All compensation or other sums of money payable by the firm under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the firm by the Authority on any account whatsoever.
- 17.9. Also in the event of the firm's security deposit being reduced by reasons of such deductions or sale, as aforesaid the firm shall, within 14 days of receipt of notice of demand from the Officer in charge make good the deficit in his security deposit.
- 17.10. The security deposit less any amount due shall, on demand, be returned to the firm on payment of the amount of the final bill payable in accordance with **Clause-18**, provided the Officer-in-charge is satisfied that there is no demand outstanding against the contractor.
- 17.11. Compensation for any material damage resulted to Sr Accounts Office, MPPKVVCL, Indore property due to negligence or misuse by the staff may be recovered from the security deposit. The decision of Officer in Charge in this regard after giving opportunity for the firm to explain the reasons and circumstances in that regard shall be final and binding on the firm.
- 17.12. No interest shall be payable on the security deposit.

## 18. INVOICING AND PAYMENTS

- 18.1. Sr Accounts Office, MPPKVCL, Indore shall pay monthly bills within 45 days of presenting the same by the Firm based on deployment/attendance of their manpower during previous month, duly signed by the Officer in charge or on turn as per the queue.
- 18.2. For payment, bill should be submitted in triplicate copies to Sr. Accounts Office, MPPKVCL, Indore by 7<sup>th</sup> day of successive month supported by attendance records for verification in accordance with above schedule.
- 18.3. The payment of all Statutory dues (including Service Tax) shall be made only after producing proof of payments i.e. Challans, Receipts etc.
- 18.4. No advance payment shall be admissible. Running A/c shall be payable monthly on submission of the bill by the contractor, duly certified by the officer in Charge.
- 18.5. The deduction for un-authorized absence of person shall be made as mentioned in Clause-19.

## 19. PENALTY

- 19.1. In case of un-authorized absence of any of the deployed manpower by the Firm at the Office, penalty as mentioned below shall be levied for each absent person :-

$$\text{Penalty} = \frac{(\text{Basic Rate} + \text{Service Tax}) \text{ Per Person Per Month} \times (\text{No. of days of absence}) \times 1.25}{30}$$

## 20. GENERAL

- 20.1. The Earnest Money Deposit shall be refunded to the unsuccessful tenderer.
- 20.2. Interest shall not be paid on Earnest Money Deposit.
- 20.3. In the case of successful tenderer, the EMD shall be forfeited on the following grounds:
  - 20.3.1. If the tenderer fails to sign the contract in accordance with the conditions of contract on receipt of award of work. OR If the tenderer fails to furnish the security deposit in accordance with conditions of contract.
  - 20.3.2. The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.
- 20.4. The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

## 21. DISQUALIFICATION & TERMINATION

- 21.1. Sr. Accounts Office, MPPKVCL may, in its own sole discretion, and at any time during the evaluation process, disqualify any Applicant, if the Applicant has:
  - 21.1.1. Submitted the Proposal after the response deadline;
  - 21.1.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
  - 21.1.3. Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.;
  - 21.1.4. Submitted an Proposal which is not accompanied by EMD or required documentation or is non responsive;

- 21.1.5. Failed to provide clarifications related thereto, when sought;
- 21.1.6. Submitted more than one Proposal. This will cause disqualification of all the Proposals submitted by such Applicant
- 21.2.If information which would have entitled Sr Accounts Office, MPPKVVCL to reject or disqualify the Applicant, becomes known after the Applicant has been qualified, Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd. reserves the right to reject the Applicant at that time, or at any time, after such information becomes known.
- 21.3.Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- 21.4.Applicants who are facing any enquiry/ investigation under Prevention of Corruption Act or similar acts may be disqualified.
- 21.5.If the firm fails to start the work on the specified date and time, repudiates the contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC & others liabilities if any, the MPPKVVCL may without prejudice to any other remedy to the MPPKVVCL recover damages for breach of the contract.
- 21.6.In case of failure of the firm in fulfilling the contract, the competent authority of MPPKVVCL may at its discretion, terminate the contract either in part or full of the total services provided by giving 15 days advance notice to the firm assigning reasons thereof. On termination of the contract, it shall be the responsibility of the firm to remove his men and materials within five days of deadline date. MPPKVVCL shall not indemnify any loss caused to the firm by such terminations, whatsoever it may be.
- 21.7.That, if at any stage during the period of the contract any case involving moral turpitude is instituted in a court of law against the contractor or his employees, the MPPKVVCL reserves exclusive and special rights for the outright termination of the contract without any notice to the contractor and in that event the contractor shall not be entitled to any compensation from the MPPKVVCL.
- 21.8.If the performance of the firm is found poor and despite of instruction, he fails to improve the same, the MPPKVVCL shall be liable to recover any amount towards penalty or losses as decided by the authorized officer and to terminate the contract without any notice. The firm shall not be entitled for compensation to any loss which he may incur in this regard.
- 21.9.In case of termination of contractor during contract period, the work can be awarded to the other firm at risk and cost of the firm and extra amount if any payable to the new firm during the balance contract period shall be deducted from the security deposit of the firm.

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**Annexure-1: Format for Covering Letter**

(On Applicant's Letterhead)

To  
Sr Accounts Officer  
MPPKVCL,  
GPH Compound,  
Polo Ground  
Indore

**Sub: RFP / Tender for Deployment of Skilled Workers / Manpower On Contract Basis at Sr. Accounts Office, MPPKVCL, Indore**

Sir,

In response to the Notice Inviting Offers, dated ----- issued by Sr Accounts Office, MPPKVCL, we offer PROPOSAL to participate in the bidding process for selection of the 'vendor' for the above-referred Works.

In the capacity of the Applicant for the Works, we declare that we are interested in the Works, should the Sr Accounts Office, MPPKVCL select us for this purpose.

I / We are submitting this PROPOSAL on our own. If selected, we understand that it would be on the basis of the organisational, technical, financial capabilities and experience as specified in the Request for Proposal (RFP) document. We understand that the basis for our qualification will be our PROPOSAL, and that any circumstance affecting our continued eligibility under the RFP, or any circumstance which would lead or have led to our disqualification under the RFP, shall result in our disqualification under this process.

I / We understand that you are not bound to accept any or all our PROPOSALS you receive.

I / We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Applicants for the Project, in connection with the preparation and/or submission of our PROPOSAL for the Works, or preparation of the bidding documents.

I / We declare that we are not facing any enquiry or investigation under Prevention of Corruption Act in India or similar acts in any other country.

I / We undertake that, in competing for (and, if we are selected, in executing) the Works, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We submit herewith, authenticated copies of the firm's Partnership Deed (if applicable).

I / We declare that we have disclosed all material information, facts and circumstances to the Sr Accounts Office, MPPKVCL, which would be relevant to and have a bearing on the evaluation of our PROPOSAL and selection.

I / We acknowledge and understand that in the event that Sr Accounts Office, MPPKVCL discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us and our PROPOSAL from further participation in the process.

Yours faithfully,

(\_\_\_\_\_)

Authorised Signatory

Name & Title of Signatory

Name of Applicant:

Address:

**Annexure- 2: General Information**  
(Format for submission with Technical Proposal)

S.No	Particulars	Details to be Furnished	
1.	<b>Details of the Applicant /Firm</b>		
	Name		
	Address of Indore office		
	Telephone	Fax	
	Email	Website	
	Date of Registration of Firm		
	Registration Certificate No		
	No of Years of experience		
	Total No of Partners of Firm		
2.	<b>Details of the Authorized Person/Partner (If any)</b>		
	Name		
	Address		
	Telephone	Email	
3.	<b>Details of the Partners, If any (Name)</b>		
	Experience in Years		
	Address		
	Telephone Email		
	Lead partner sits regularly at Indore office	Yes / No (Please confirm)	

**Note 1:** Please add more fields if required.

**Note 2:** Please enclose copy of firm's registration certificate, partnership deed, detailed profile of the firm, brief history and other relevant details.

**Annexure -3: Financial Details**

(As per Audited Balance Sheets):

(Format for submission with Technical Proposal)

<b>S.N</b>	<b>Particulars</b>	<b>Turnover</b>	<b>Net Profit (Rs in Lac)</b>
<b>1</b>	FY 2007-08		
<b>2</b>	FY 2008-09		
<b>3</b>	FY 2009-10		
<b>4</b>	<b>Total for Past Three Years</b>		
	<b>Average of Last 3 Years</b>		

Please enclose copies of Audited balance sheet & P&L Account of past three years.

**Annexure -4: Summary of Relevant Experience**

(Format for submission with Technical Proposal)

**Company Name:-----**

<b>S.No.</b>	<b>Item</b>	<b>Particulars</b>
1.	Customer Name	
2.	Current status of the assignment – works in progress or completed.	
3.	Start date of assignment, contract tenure & value	
4.	Brief description of scope of consulting	
5.	Designing & implementation time	

(Use separate tables for each reference engagement specified in the order)

Note 1: The above details should be accompanied with letter of award for each customer/ client of the bidder firm

Note 2: In the contract is completed on the date of submission of this RFP letter of successful completion from the bidder firm client/ customer should also be enclosed

Note 3: The Letter of award of contract should not be more than 3 years old from the date of the RFP

**Annexure- 5: Legal Information**

(Format for submission with Technical Proposal)

1. Provide the following details for last three years for the Applicant.
  - a. Details of any occurrences of default on a contract, or disqualification or being barred from bidding:
  - b. Details of any Project/ work that the Applicant has failed to complete or has been terminated because of legal problems:
  - c. Details of any lawsuit or legal actions arising from projects/ any other assignment undertaken by the Applicant or the subsidiary company/firm and the decision or outcome of the case, if any:
  - d. Details of any conviction of or investigations on the Applicant or subsidiary company/ firm for a violation of the criminal law or any other regulation:
  - e. Details of any environmental offences, charges or penalties imposed on the Applicant or its subsidiary (ies) company/firm:
  - f. Details of any strikes or labour relation issues, violation of wage or other unfair labour practices and standards that the Applicant has been found guilty of.

2. Litigation History

Applicants and their subsidiaries (if any) shall provide information on any history of litigation or arbitration of value above Indian Rs. One lac (or equivalent) resulting from contracts executed in the last three years or currently under execution.

**Annexure-6: Declaration**

(Format for submission with Technical Proposal)

*[Shall be detailed out as indicated in the format on the Company's/ Firm's Letter Head]*

I, the undersigned, being the duly authorized representative, do hereby certify that all the statements made in the required attachments are true and correct and no material information has been concealed thereof.

The undersigned also hereby certifies that during the last three years prior to the date of this PROPOSAL, our company / firm has neither abandoned any work, nor any contract awarded to us for such works rescinded for reasons of non-performance of our company/firm.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Sr Accounts Office, MPPKVVCL to verify this statement or regarding our competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Sr Accounts Office, MPPKVVCL.

\_\_\_\_\_  
(Signed by an authorized Officer of the Firm, along-with seal of firm)

Title of Officer -

Name of Firm-

Date -

Place-

**Annexure-7: Deviation/ Deficiency Statement**

(Format for submission with Technical Proposal)

*The Applicant shall provide the particulars of deviations and/or deficiencies from the RFP requirements:*

<b>RFP document reference</b>	<b>Exact description of deviation/ deficiency</b>	<b>Remarks, if any</b>

Further, it is certified that apart from the above, there are no other deviations and/or deficiencies in its response to the RFP document. No cognizance be taken of any deviations and/or deficiencies found elsewhere in the bid documents.

\_\_\_\_\_  
(Signed by an authorized Officer of the Firm, along-with seal of firm)

Title of Officer -

Name of Firm-

Date -

Place-

**Annexure 8:- Format of Price Bid**

**(To be submitted in a sealed envelope along with the 'Offer')**

1. Name of Tendering Company/Firm/Agency: .....

2. Details of EMD : D.D. No. & Date .....  
: Drawn on Bank .....

I/We herewith enclose Price Proposal for selection of my/our firm/organization as Contractor for "for Deployment of Skilled Workers / Manpower On Contract Basis at Sr. Accounts Office,MPPKVCL, Indore

We have read and understood all the terms and conditions mentioned in this request for proposal and agree to abide by them. In confirmation to the terms and conditions mentioned in the Tender Document we quote rates as under:-

S. No.	Particulars	No. of Persons	No. of Months	Rate per Person Per Month (In Rs)	Total Amount In Figures	In Words
1	2	3	4	5	6=(3x4x5)	7
1	<b>Basic Rate</b> [Including Wages, EPF (employer contribution), ESIC (employer contribution), Income Tax, Other charges like leave salary, Group Insurance, Bonus, uniform etc. including contractors margin and consumable, if any etc.]	10	12			
2	<b>Service Tax</b>					
3	<b>Grand Total</b>					

Yours faithfully

Name of Firm: \_\_\_\_\_  
Signature of Authorized Person: \_\_\_\_\_  
Full Name & Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Place & Date \_\_\_\_\_

**Note-**

- All prices should be in INR and shall be specified in both figures and words.
- Statutory variation after the bid submission and during the contract period, if any, on government taxes shall be payable extra, subject to furnishing documentary evidence and necessary verification.
- Please read conditions mentioned in Clause-18 carefully, before quoting the rates.