

**OFFICE OF THE EXECUTIVE ENGINEER
(O&M)**

**M.P. Paschim Kshetra Vidyut Vitaran Co.
Ltd. JAWAD**



Bid Specification No. **EE/O&M/JWD/11-12/ 02,**

Due for opening on: **22.07.11 AT 17.00 Hrs**

.....

Issued by:

EXECUTIVE ENGINEER(O&M)

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

Telephone No.07420 - 232301

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SECTION 1

BASIC TENDER INFORMATION

Name of Work	Providing Man Power for various activities in different Distribution Centres under O&M Division JAWAD
Bid Specification number	EE/O&M/JWD/11-12/02
Date of Sale of Bid documents	From 01/07/11 to 19/07/11 During normal office hours on any working day.
Last Date of Bid Submission (Date & Time)	22.07.2011 At 14.00 Hrs
Due Date of Opening of Technical bids	22.07.2011 At 17.00 Hrs.
Estimated Cost	Rs 21.16 Lakhs
Estimated Period of Contract	09 months
EMD to be Deposited	Rs 15000/-
Cost of Bid Documents	Rs 2000/- plus Rs 100/- extra if desired by post.

M.P. PASCHIM KSHETRA VIDYUT VITARAN COMPANY LIMITED
O&M DIVISION JAWAD
Phone No. 07420-232301

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NO/EE/O&M/JWD/ 793

DATE 30/6/2011

NOTICE INVITING TENDER

Bids are hereby invited from Registered Agencies for providing following Services under O&M Division JAWAD.

S.No.	T.S.No.	Name of Work	Approx. Value Rs. In lacs.	E.M.D. (Rs)	Tender Fee (Rs)	Last date for submission upto 14.00 Hrs. & opening of tender at 17.00 Hrs.
1	EE/O&M/JWD/11-12/01	Outsourcing of Operational and Maintenance work of 33/11 KV S/S. under O&M Dn.JAWAD.	Rs. 19.84 lacs	Rs. 10000/-	Rs. 1000/-	22.7.11
2	EE/O&M/JWD/11-12/02	Providing Man Power for various activities in different D/centres of O&M Division. JAWAD.	Rs. 21.16lacs.	Rs. 15000/-	Rs. 2000/-	22.7.11

Full details of technical specifications, qualifying criteria are available on our Website www.mppkvcl.org. The tender documents must be purchased from the Executive Engineer (O&M) M.P.P.K.V.V. Co. Ltd., JAWAD from dated 01.7.11 to 19.7.11 on payment of non refundable tender fees as specified against the tender, between 11.00 Hrs. to 17.00 Hrs. on all working days. Further if required by post Rs. 100/- shall be payable extra. The tender documents down loaded from website will not be entertained. In case of any ambiguity, the terms and conditions mentioned in the tender document will be final. The payment towards EMD in the form of Demand Draft /Pay order of any Nationalized Bank/ Scheduled Bank payable at Mandour and cost of Tender documents (Non refundable) in form of Demand Draft/Money receipt in favour of Sr. Accounts Officer, MPPKVCL Mandour.

Executive Engineer(O&M)
MPPKVCL JAWAD.

Signature of issuing authority

Signature of tendere

BID FORM

The undersigned hereby Bid and offer (subject to the conditions of Biding) to the EE (O&M), M.P.P.K.V.V.Co.Ltd JAWAD for performing activities which are described or referred to in the Details of Technical Particulars attached to Bid documents and its enclosure and in Schedules to the side Details of Technical Particulars Copies of which are annexed here to and which under the terms thereof are done by the agency and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred form the said Bid documents for the sums and at the rates sets out in Bill of Quantity.

The schedules enclosed with this document have to be fully completed and are enclosed herewith (if the schedules are not completed in full, the response to various items may be taken so as to be advantageous to the O&M Division, JAWAD)

[unless contrary is mentioned in the body of the Bid.]The Bid shall comply with all the legal requirements and conditions laid down by the contract labor (regulation and abolition act (central act 2037/1970)) And the M.P. industrial act 1960 refer the Standard standing orders 1963, with an undertaking that for the workers engaged/employed by me shall be at my sole responsibility and nothing shall hold the "Bid inviting authority" liable for the same.

Date the Day of.....

SIGNATURE OF BIDDER

(With Seal)

Address of Bidder

Executive Engineer [O&M]
MPPKVCL, JAWAD

ELIGIBILITY CRITERIA FOR BIDDING

- 1.1 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 Bid.
- 1.2 Registration of firm with ESIC & EPF (minimum deployment of 100 employees per year during immediately preceding 3 years).
- 1.3 Production of Service Tax deposit receipt issued by Central Excise Department. Permanent Account Number (PAN) issued by Department of Income Tax.
- 1.4 Balance sheet and Income tax return of company duly certified by Chartered Accountant of previous 3 financial years.
- 1.5 Experience of successful completion of 2 (two) works of similar magnitude and duration, value not less than Rs.25 Lacs in last three financial years in any Govt. /Semi-Govt/ Autonomous/ private department. (Bidder shall enclose the work completion certificates as a proof).
- 1.6 Minimum Annual Avg. turnover of Rs. 25.00 lacs in any one year during last 3 years preceding financial years i.e. F.Y. 2008-09, 2009-10 and 2010-11.
- 1.7 No Objection Certificate of last 3 years issued by the office of the Superintendent of Police mentioning that there is no case pending against the Proprietor/firm/Company.

Note:

- i. Please attach relevant documents in proof of above submission.**
- ii. Offers of the bidders who do not possess required qualification shall not be considered.**

SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1.1 The period of contract under the scope of work shall normally be for 08 to 12 months , which can be further extended on mutual agreement **on same terms and conditions**.
- 1.2 **QUOTING OF RATES:** The agency 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 Government of Madhya Pradesh revising the wages from time to time shall be binding on the agency. The agency 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 MPPKVVCL, JAWAD. Besides these liabilities, the agency 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 agency to provide weekly-off to the workman as per the prevailing laws and provide a substitute to MPPKVVCL, JAWAD on such weekly off. Taking these liabilities into account the agency shall quote the consolidated rates comprising the following in **Form – P1:**
1. Wages
 2. EPF (employer contribution)
 3. ESIC (employer contribution)
 4. Income Tax, Other charges like leave salary, Group Insurance, Bonus, uniform etc. including agency's margin and consumable, if any etc. In case of item where Lumpsum rates are invited the rates should be all inclusive. **The agency 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).**
- 1.3 The quoted rates/amounts shall not be less than the minimum wages of GOVERNMENT OF MADHYA PRADESH 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.
- 1.4 The **E.E. (O&M), MPPKVVCL, JAWAD** may terminate this contract by issuing a written notice of 30 (thirty days) on account of the any of the following reasons:
- a. If the agency/agency does not remedy a failure in the performance of their obligations under the contract, within 7days after being notified or within any further period as the **E.E. (O&M), MPPKVVCL, JAWAD** have subsequently approved in writing.
 - b. Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in-force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors.

Assigns, transfers, sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior approval of the **E.E. (O&M), MPPKVVCL, JAWAD.**

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- c. If the agency or any of his employees or associates, in the judgment of **E.E. (O&M), MPPKVVCL, JAWAD** has engaged in corrupt or fraudulent practices in executing the Contract.
- d. If as a result of Force Majeure, the agency is unable to perform the service for a period of not less than 30 days. For the purpose of this contract, Force Majeure means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.5 This RFP document and any other documents released, information provided, discussions, etc., as part of the selection process, are strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the response, the bidder(s) shall keep all information within this proposal or gained during the RFP or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from MPPKVVCL JAWAD
- 1.6 It is a condition of this RFP that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to MPPKVVCL JAWAD. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.
- 1.7 Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder's bid.
- 1.8 Successful bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.**
- 1.9 Any act of fraudulence, which can be purported or being attempted with intent to deceive the Company, by the persons engaged in this work shall entail legal prosecution under **section-135, 150 etc. of Electricity Act, 2003** read with other provisions of IPC. To safeguard against fraudulent practices necessary procedures will be finalized by **E.E. (O&M), MPPKVVCL, JAWAD** of the Company. The agency shall follow the instructions in this regard.
- 1.10 MPPKVVCL, JAWAD reserves the right to accept or reject any or all bids without assigning any reasons. MPPKVVCL, JAWAD also reserves the right to reject any bid which in its 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.

SCOPE OF WORK

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Note 1: The detailed scope of work of the each service required shall be provided.
 Note 2: The scope of work shall specify the competency/education requirement of the personnel to be engaged to carry out the job.

A. Man Power for performing different activities at Distribution Centres under O&M Dn.JAWAD

1. To assist disconnection work – if required to assist line man in operating duly signed disconnection list by Engineer In-charge. He has to carry ladder, line man's tool bag etc. and necessary information of consumer enlisted and submission of reports on zone in prescribed format as per schedule. Monitoring of disconnection at tended. Prepare summary of disconnection in the prescribed format.
2. Meter reading and bill distribution - Actual Meter reading of all the LT consumers falling under different D/centres of JAWAD Dn shall be recorded in meter reading diary provided for the purpose within a one week time period of each month. Collecting bills from D/c office and distributing the same to the consumer's premises in the same month as per schedule and instruction of Engineer Incharge.
3. To assist in maintenance of LT Line- During Maintenance of LT line, providing assistance to the Departmental Gang, in keeping the rope tightly held and carrying tools and material from Stores to site and back, as per instruction of Engineer Incharge.
4. DTR Circuit Maintenance - To maintain Distribution Transformer as per instruction of Engineer In-charge.
5. To assist in attending of FOC of LT consumers – To assist departmental gang attending Fuse off calls, in carrying ladder, tool bags etc., as per instruction of Engineer In-charge.
6. To assist in other works like construction etc.
7. To assist HT /LT Maintenance work.

B. Man Power for Office/Ministerial works :

The Man power required to carry out office works at Distribution centres/ Division level as per requirement of officer In-charge.

C. Man Power for Security :

The Man power required to safe guard the property of company as well as security of personnel of company during checking of consumer's premises.

Qualification of Man Power

A. Man Power for performing different activities at D/Centres of JAWAD Division

The Contractor shall provide minimum ITI (Electrical trade) qualified experienced personnel or possess at-least overhead license issued from GoMP Electrical Safety Department

B. Man Power for Office/Ministerial works :

The Contractor shall provide personnel who possess certificate of degree of any recognised university with basic knowledge of Computer operation

C Man Power for Security

The Contractor shall provide personnel Ex-Service Man/Para Military Forces/ retired Home Guard / Police Department or having experience of private security services.

SECTION 2

GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Signature of issuing authority

Signature of tendere

In this Specifications / RFP (including all the Appendices), unless the context otherwise requires, the terms given below have the following meanings assigned to them:

- (a) **“Addendum”** In addition to Specifications (RFP) document, any other document issued to the bidders by MPPKVVCL JAWAD in the context of this bidding process.
- (b) **“Agency”** shall mean the successful bidder who has received the Letter of Award from MPPKVVCL, JAWAD
- (c) **“Award of contract”** shall mean the issue of the work order or the Letter of Award, whichever is earlier.
- (d) **“Bid/Tender”** shall mean the proposal/document that the Bidder submits in the requested and specified form in the `Specification`.
- (e) **“Bidder”** shall mean the firm / party who quotes against an enquiry.
- (f) **“Business”** means Electricity Distribution and Revenue Collection.
- (g) **“Company”** shall mean Madhya Pradesh Vidyut Vitran Company Ltd., Indore
- (h) **“Companies Act”** means Companies Act, 1956 (as amended).
- (i) **“Contract”** or “Work Order” shall mean the order and associated specification executed by the MPPKVVCL, JAWAD and the agency including other documents agreed between the parties or implied to form a part of the `Contract`.
- (j) **“Instruction”** shall mean any drawings and/or instruction in **writing, details**, directions and explanations issued by the MPPKVVCL, JAWAD from time to time during the `Contract Period`.
- (k) **“Month”** shall mean calendar month.
- (l) **“Letter of Award (LOA)”** Written communication to the successful bidder regarding MPPKVVCL Indore’s intention to sign Contract with them to fulfill the requirements of Specifications (RFP).
- (m) **“MPPKVVCL”** means Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.
- (n) **“Notice in Writing”** or “Written Notice” shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or **business address or** registered office of the addresses and shall be deemed to have been received when in ordinary course of post it would have been delivered.
- (o) **“Services”** All the services which the successful bidder is required to provide to MPPKVVCL JAWAD under the Contract.
- (p) **“Specifications (RFP) Documents”** means all the documents issued to the bidder.
- (q) **“Work Order”** means written order signed by MPPKVVCL JAWAD after the successful bidder has accepted the LOA. This along with LOA, Specifications (RFP) document and the bidder’s response to RFP shall constitute part of the Contract.
- (r) **“Work”** shall mean respectively the “Works” to be supplied and services to be provided by the agency under the `Work Order` or `Contract`.

2. INVITATION

Bids are hereby invited for providing services as mentioned in “Scope of Work” section at **O&M Division JAWAD** from the agencies that fulfill the eligibility criteria.

3. AVAILABILITY OF RFP DOCUMENT

- 3.1** Bid document may be obtained from the office of **E.E. (O&M), MPPKVCL, JAWAD** from 1/07/11 to 19/07/11 , on submission of Demand Draft drawn in favour **Sr. Accounts Officer, MPPKVCL, Mandsour** , payable at MANDSAUR drawn on any Nationalized / Scheduled Bank or money receipt for Rs. 2000/- (**Rs.two thousand only**) [non-refundable].
- 3.2** The Bid document can be viewed in our official website www.mppkvcl.org . Bids downloaded from the internet will not be accepted as they are for reference only. The RFP document must be purchased as mentioned in previous clause **(3.1)**

4. QUERIES/CLARIFICATIONS

- 4.1** The Bidders are expected to be fully conversant with all the clauses of this RFP document before responding to it. However, if they need any clarification about details of work or any other clarification, they can seek the same from **E.E. (O&M), MPPKVCL, JAWAD** (M.P.), in writing or through email/telex/fax on any working day between **11 to 16.00 Hrs.** No information will be given on the date of opening of bids.
- 4.2** MPPKVCL JAWAD will respond only to a request for clarification that it receives at least **seven** days prior to the scheduled date submission of bid documents. Reply to clarification sought and corresponding amendment to the RFP, if any, will be intimated to all bidders. Such clarifications will be treated as part of the Bid Documents.
- 4.3** The queries can be accepted only from the accredited/authorized officers/executives of the bidders or bidding entities.
- 4.4** MPPKVCL JAWAD reserves the right to defer/decline responding/addressing to any such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.
- 4.5** Copies of all the replies/clarifications issued by MPPKVCL JAWAD shall be circulated among all the bidders without disclosing the source of the queries.

5. PREPARATION OF BIDS

- 5.1** One bidder can submit only one bid for the same work.
- 5.2** The transfer of RFP document purchased by one bidder to another is not permissible. Such bids shall be summarily rejected.
- 5.3** The price (financial) bids should specify total cost for transaction charges as per bidding schedule **(Form P-1)**.
- 5.4** Bidder must return the form of this RFP document with the specification and rates and any other schedule duly signed at the place specified. All pages of the bid documents, including conditions of contract, specification etc., shall bear the full signatures at the foot of every page on the right hand corner by the bidder or by the person holding power of attorney to do so. Necessary documents in support thereof must be enclosed with bid documents at the

time of submission, failing which bid will NOT be considered. Any bid **NOT** bearing signatures on all the documents, accompanying the bid, is liable to be rejected.

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- 5.5 No corrections, even with initials, will be allowed in the schedule of price, the rates quoted in the schedule of prices shall also be signed with date by bidder before submitting the bid. Non-compliance with these conditions will make the bid liable to rejection.
- 5.6 The Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The bids found with over writing; erasures etc. are likely to be rejected.
- 5.7 Bid which proposes any alteration or deviation having major impact in the work specified in the Bid Document, or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection. Deviation, if any, must be brought out under the Deviation Schedule (Form T-3).
- 5.8 All prices shall consistently be in Indian Rupees. All unit prices, charges and totals must be inclusive of insurance, taxes and duties etc. Rates should be quoted in both figures and words. In case of any ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.
- 5.9 General information, which is not specifically requested, must be attached separately to the Technical Proposal and clearly labeled "**Supporting Material**".
- 5.10 Bidder's printed terms and conditions enclosed with the offer will not be considered as a part of the Bid under any circumstances whatsoever it may be.
- 5.11 No alteration/correction in the Bid documents by the bidder is permissible.
- 5.12 Bids that do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

6. UNCONDITIONAL PROPOSAL

The bidders are expected to offer unconditional bids. Conditional bids are liable to be rejected.

7. CONSORTIUM

The bidders are **NOT** allowed to form a consortium/bidding entity/teaming agreement to make their response to this RFP document.

8. PRE-BID CONFERENCE

- 8.1 The bidders may request for clarification or changes in the bid documents by submitting the issues at least one week before the pre-bid conference date. The issues would be discussed in presence of all the bidders who wish to be present in the pre-bid conference.
- 8.2 After thorough discussions held during the pre-bid conference, the **E.E. (O&M), MPPKVCL, JAWAD** shall prepare record notes of discussions, if required, and upload the same on the website for information of the bidders.

- 8.3 The ***E.E. (O&M), MPPKVVCL, JAWAD*** may modify the RFP documents by issuing Addendum as a result of a request or clarification discussed during the pre-bid conference. 16

9. ASSOCIATED COST OF BID PREPARATION AND SUBMISSION

- 9.1 The bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other presentations etc.
- 9.2 MPPKVVCL will in no case be responsible for or liable to the costs or in MPPKVVCL JAWAD's evaluation of bids, regardless of the conduct or outcome of the Bidding process.

10. AMENDMENTS TO BID DOCUMENT

- 10.1 At any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, MPPKVVCL, JAWAD reserves the right to add/modify/delete any portion of this document by issue of an amendment, which will be sent to all such bidders, who have indicated their intention to bid. The amendment shall be binding on all bidders.
- 10.2 In a scenario where the interested bidder has already submitted his bid post which the MPPKVVCL, JAWAD issues an addendum to this RFP document then such bidders shall be allowed to submit addendum to the already submitted bid. In NO situation the bidder shall be allowed to withdraw his already submitted bid.

11. EARNEST MONEY DEPOSIT

- 11.1 The Bid documents should be accompanied by a Demand Draft/Pay Order of Rs. **15,000/- (Rs. Fifteen thousand only)** as Earnest Money Deposit (EMD) in a separate envelope drawn in favor of "**MPPKVVCL, Mandsour**" on any nationalized bank payable at MANDSAUR . The Demand Draft/Pay Order shall be placed in a separate envelope clearly marked "EARNEST MONEY AGAINST BID FOR **Providing Man Power for various activities in different D/centres of JAWAD division**"
- 11.2 Any bid not accompanied by the Earnest Money Deposit (EMD) shall be rejected, **unless exempted by the M.P.P.K.V.V.Co.Ltd., JAWAD.** If on opening of bid any discrepancy in EMD amount is found, the bid shall be rejected and returned to the bidder un-opened.
- 11.3 In case of unsuccessful bidders, the Earnest Money Deposit (EMD) shall be refunded after award of contract to the successful bidder. No interest shall be payable on such Deposits lying with the MPPKVVCL, JAWAD. If the successful bidder fails to furnish the security deposit within **15 (Fifteen)** days after the issue of Letter of Acceptance (LOA), his earnest money deposit shall be forfeited unless time extension has been granted by Competent Authority.
- 11.4 In case the bidder is likely to be awarded the work or if his case has not been finalized, the EMD shall be retained for the period mentioned in clause for 'Validity of Offer'. The earnest money of successful bidder shall become part of the initial security deposit. No interest shall be payable on such Deposits lying with the MPPKVVCL, JAWAD.
- 11.5 The MPPKVVCL, JAWAD reserves the right to forfeit EMD or part thereof in circumstances, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.

11.6 The bank charges if any shall be to the account of the Bidder.

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11.7 Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Bid specification after opening of the bids.

12. POWER OF ATTORNEY & REGISTRATION CERTIFICATE

Bid submitted on behalf of companies registered with the Indian Companies Act. for the time being in force, shall be signed by a person duly authorized to submit the bid 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. showing clearly the title, authority and designation of persons signing the Bid on behalf of the company.

13. DOCUMENTS COMPRISING THE BID

The proposal must be prepared and submitted in three parts: Part-I, Part-II and Part-III (each in separate envelopes) as following.

Part-I- Earnest money deposit

Part-II- Technical and commercial proposal

Part-III- Price bid

Part- I: Sealed envelope No.1 shall contain demand draft towards earnest money deposit. The Demand Draft/Pay Order shall be placed in an envelope clearly marked as "EARNEST MONEY AGAINST BID FOR Providing Man Power for various activities in different Distribution Centres under O&M Division JAWAD". Details of demand draft must be superscribed on the top of the envelope.

Part-II: Sealed envelope No.2 shall contain technical and commercial bid. The technical and commercial bid will include the following information using the attached Standard Forms (Forms T1 to T3 shall be filled up and any other required information may be provided on plain paper):

- a) T-1: Technical Proposal shall be accompanied by a covering letter.
- b) T-2: Compliance sheet conforming to meeting the terms and conditions of the contract.
- c) T-3: In case there is/are any deviation/deviations from the terms and conditions mentioned in the RFP document a "Statement of Deviation" must be provided (100% compliance is expected from the bidder and any major deviation from requirement shall lead to disqualification). However, some deviation may be allowed which does not have major overall impact on the work.

The Technical Proposal shall not include any financial information

Sequence and details of documents to be submitted with Technical Proposal:

- i. Original Bid specification sold to the bidder duly signed with rubber seal affixed on each page by the authorized signatory of the bidders.
- ii. Power of Attorney and Registration certificate as per **clause '5'** of "General Terms and Conditions".

- iii. Formats T1, T2 & T3.
- iv. Balance sheet for the previous three financial years i.e. 2008-09, 2009-10, 2010-11 duly audited by Chartered Accountants and self attested by the bidder.
- v. Self attested Copies of Income Tax, PAN, Registration with Service Tax, ESIC and EPF.
- vi. Details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate/performance reports from the agency.
- vii. Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in MPPKVVCL, JAWAD
- viii. Other details as called for in the bid documents or which the bidder may like to highlight.

Part – III - The bidder shall submit the financial offer in the formats given in standard form P-1. In preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

14. BID SUBMISSION

- 14.1 Bid document must be submitted in original duly completed along-with copies of other required documents on or before **22.7.2011 upto 14.00 Hrs.** The Bids must be submitted in an envelope properly sealed and affixed with adequate stamps by the firm if it is sent by post. The sealed envelope must be super scribed **Providing Man Power for various activities in different D/centres of JAWAD Dn.** Bid received late on account of any reasons whatsoever shall be returned to Bid agency un-opened. Telegraphic Bids shall not be entertained. All the pages of the Bid should be signed by the owner of the firm or his Authorized signatory. In case the Bids are signed by the Authorized signatory, a copy of the power of attorney must be enclosed along with Bid.
- 14.2 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 & technical bid” and part-III “ Price bid”. Each envelop shall also be super scribed with name of the item and TS NO. for which the Bid is submitted , the name of said bidder and the date of opening, as advertised.
- 14.3 The above three envelopes duly sealed are to be kept again in one envelope called main envelope and sealed. The envelope should be properly super scribed stating that this envelope contains three separate envelopes for part-I “EARNEST MONEY DEPOSIT”, part-II “COMMERCIAL & TECHNICAL BID” and part-III “PRICE BID”, in addition to Bid specification No., name of work and bidder. \Due date of opening should be super scribed on this common envelope also.
- 14.4 The bidder shall specifically mention the period of validity of the offer on the envelope, in which the bid is submitted, as well as in the financial and technical forms. The period of validity shall not be less than that specified in the Bid documents. The Bid shall not be opened in case the period of validity is not indicated on the envelop containing the bid or if the specified validity period is less than what is specified in the bid document.
- 14.5 Bids duly filled must be submitted in sealed covers addressed to:

The Executive Engineer (O&M)
Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.
POLE FACTORY NEEMUCH ROAD ,
JAWAD District NEEMUCH
Madhya Pradesh.

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If Bids are delivered by a messenger the same should be dropped in the Bid Box kept in office of EE(O&M) MPPKVCo.Ltd. POLE FACTORY NEEMUCH ROAD , JAWAD on any working days during office hours on or before due date and time of opening of Bid only. Nobody is authorized to receive or issue receipt of Bid delivered by hand.

Unless delivered personally, bid should be submitted by post/Courier. If forwarded by post the sealed envelope containing the bid and marked as specified above, shall be enclosed in another envelope properly addressed and shall be forwarded so as to reach not later than the time stipulated above on the due date of opening of bids.

- 14.6 Telegraphic/Tele fax/Telex/E-mail quotations will not be accepted.
- 14.7 All required copies of the Technical & Financial Proposals are to be made from the original.
- 14.8 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.9 Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original and the duplicate copies. The complete forms shall form part of contract documents in case of successful bid.
- 14.10 The bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the proposal must initial such corrections. The bid must comply entirely with the specifications along with deviations mentioned separately.
- 14.11 All additions, modifications, alterations in the bid must be authorized by the signatory to the bidder.
- 14.12 The bid and all accompanying documents shall be in English language.
- 14.13 Bids should be typed or printed. No bid filled otherwise shall be considered.
- 14.14 The bidder should quote the prices strictly in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures. This must not contain any additions, alterations, modifications, cuttings or corrections and any other marking, which leave any room for doubt. Non-compliance with these conditions will make the bid liable to rejection.
- 14.15 No Post Bid development shall be allowed regarding any change in terms of prices or technical specifications. Notwithstanding anything contained to the contrary in the specifications of RFP or in subsequent exchange of correspondence, these conditions of contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be valid or operated unless expressly approved by the competent authority. The bidder shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.
- 14.16 All the bids must be submitted as per NIT specifications complete in all respects and any deviations from RFP specification shall be clearly brought out by the bidder.

- 14.17 The RFP Documents include certain statements, description, projections etc. with respect to MPPKVVCL JAWAD and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment. 20

15. DEADLINE FOR BID SUBMISSION

- 15.1 Quotations/Bids shall be received in the office of **E.E.(O&M), MPPKVVCL, JAWAD**, up-to the date & timing given in NIT. In case the due date of submission of bids happens to be a holiday, bids shall be received and opened at same hours on the next working day.
- 15.2 The MPPKVVCL, JAWAD at its own discretion may extend the deadline for submission of bids by issuing an addendum. In such a case all rights and obligations of the MPPKVVCL, JAWAD and the bidders will thereafter be subject to the deadline as extended.

16. OPENING OF BIDS

- 16.1 Bids shall be opened in the office of the E.E. (O&M), MPPKVVCL, JAWAD in presence of the Bidders or their authorized representatives who choose to remain present. The bidders' representatives who are present shall sign a register evidencing their attendance. The MPPKVVCL, JAWAD reserves its rights to reject any or all Bids or accept any Bid in full or part, considered advantageous to the MPPKVVCL, JAWAD whether it is lowest or not without assigning any reason whatsoever.
- 16.2 **Opening of EMD and technical bid:** The first envelope of Earnest Money Deposit shall be opened on the due date and Time as notified notice inviting Bids. The requirement for EMD shall be verified and thereafter the second part, i.e. the **commercial &** Technical bid, shall be opened on the same date in respect of eligible bidders.
- 16.3 **Opening of price bid: Price bid will be opened along with first two parts of the offer on the same date** for the offers which are in conformity with eligibility criteria and important commercial terms and conditions including payment terms, Penalty, Security Deposit and performance Guarantee clause of Bid specification shall be eligible for opening of their price bid.
- 16.4 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 16.5 The bidders' names, the bid prices, the total amount of each bid and such other details as the MPPKVVCL, JAWAD may consider appropriate, will be announced and recorded at the opening of Price bids.

17. BID EVALUATION

- 17.1 Prior to evaluation of bid, the MPPKVVCL, JAWAD shall determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which confirms to all the conditions and specifications of the bidding documents and complies with all the statutory laws in force and as amended from time to time without deviation in scope or reservations.
- 17.2 The minimum liability shall be worked out for each category of service on taking statutory liabilities into account at prevailing rates on the opening date of bid. The total cost of the bid shall be compared with the total cost derived out of the minimum unit cost liabilities. The bid equivalent to the derived total minimum liabilities or more shall be treated as successful bid. The applicable tax rates and statutory provisions will be accounted for.

17.3 After evaluation, the work shall be awarded normally to the agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the competent officer authorized by MPPKVCL, JAWAD shall decide about the agency 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.

18. DATE & TIME OF OPENING OF BIDS-CHANGES

Bid shall be opened on the due date & time as notified in the presence of the bidders or their authorized representative who may be present. If the due date of opening/submission of Bid documents is declared as Holiday by Central/State Govt/ or local intimation shall be given. The Bid opening shall be continued on subsequent day, in case the opening of all Bid 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 **E.E.(O&M), MPPKVCL, JAWAD**, without assigning any reason thereof. However due intimation shall be given/published in News Paper in such a case.

19. CANVASSING OF BIDS

Bid shall be deemed to be under consideration, after opening of Bid/bid, till placement of order. During this period the bidders or their authorized representative or other interested parties are advised strongly in their own interest, to refrain from contracting by any means any of the MPPKVCo.Ltd. JAWAD's personal or Representative on matters relating to Bid under process.

20. AUTHORISATION/LOCAL REPRESENTATIVE

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

21. ACCEPTANCE OF BID

21.1 The MPPKVCo.Ltd. JAWAD may reject any or all Bids or to accept any Bid consider advantageous to MPPKVCo.Ltd., whether it is the lowest offer or not.

21.2 The MPPKVCo.Ltd.JAWAD, may split the quantities against the Bid one or more than one from the same item. No reasons shall be assigned by the MPPKVCL, JAWAD for this and the same will be binding on bidders.

22. LUMP SUM BASED BIDS

22.1 In case prices for some items or all items are quoted as a lump sum instead of unit prices as required in the Bid specification **E.E.(O&M) MPPKVCL, JAWAD**, can summarily reject such Bids.

23. ACCEPTANCE OF PART/WHOLE BIDS – RIGHTS THEREOF

23.1 MPPKVCo.Ltd. JAWAD reserves the right to accept/reject wholly or partly any Bid without assigning any reason whatsoever. The MPPKVCo.Ltd.JAWAD shall not entertain any correspondence in this regard.

24. AMBIGUITIES IN CONDITIONS OF BIDS

24.1 In case any ambiguous or contradictory terms/conditions is mentioned in the bid, interpretation as may be advantageous to the MPPKVCo.Ltd., will be drawn by the Bid accepting authority.

25. DISQUALIFICATION OF BIDS

- 25.1** Any 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 Bid, will be disqualified. Bidders will not be permitted to changes the substance of his Bid on post interpretation/improper grounds. 22

26. DEVIATIONS FROM TERMS/CONDITIONS

- 26.1 Offers with deviations from the terms of payment, security Deposit and technical & commercial terms & conditions are liable to be rejected out rightly.

27. NEGOTIATIONS

- 27.1 The firm quoting the lowest in terms of the overall cost of the contract will be invited for discussions. The aim is to reach agreement on all points and finalize the draft contract for signatures.
- 27.2 Negotiations will include discussion on staffing pattern, proposed methodology, work plan, activities, and reporting, as also the inputs required from the Company and other related matter. If company deems it fit, negotiations may also be held regarding financial proposal of the bidders also.
- 27.3 If negotiations with the lowest bidder in reference of 17.2 clause fail, the Company will invite the bidder who has quoted the second lowest amongst all the bidders to negotiate a contract and so on.

28. REJECTION OF BIDS

The tender inviting authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

29. PRICE

- 29.1 The bidders are requested to quote firm price in Indian Rupees.
- 29.2 The prices quoted should be inclusive of all taxes, duties, levies etc.
- 29.3 It is the responsibility of the bidder to make sure about the correct rates of duty/tax if any that can be levied on the work/service at the time of bidding. If the rates assumed by the bidders are less than the current rates prevailing at the time of bidding, the Company will not be responsible for the status.
- 29.4 Any income tax, surcharge/cess on income tax, local taxes and any other taxes as applicable, shall be treated as included in the bid price and no payment on this account shall be paid by the Company. Certificate of Tax Deducted at Source shall be issued by payment making authority.

30. AWARDING THE CONTRACT

MPPKVVCL JAWAD will award the contract to the bidder whose bid has been determined to be technically qualified and has quoted lowest rates for the work.

31. NOTIFICATION OF AWARD

Before the expiry of bid validity period prescribed in the NIT, the MPPKVVCL, JAWAD will notify the successful bidder that its bid has been accepted.

32. GENERAL

32.1 Bidder must return the form of Bid with the **specification and the Quantity and rates schedule** and any other schedule duly signed at the place specified. All pages of the Bid documents conditions of contract, specification etc. shall bear the full signatures of the agency at the foot of every page on the right hand corner. Any Bid document not submitted in original and not bearing signatures on all the documents accompanying the Bid is liable to be rejected. 23

Note: The transfer of Bid forms purchased by one Bidder to another is not permissible.

32.2 The Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The Bids found with over writing; erasure, etc. are likely to be rejected.

GENERAL CONDITIONS OF CONTRACT

Add a clause on office timings, behaviour, uniforms etc.

1. The unsuccessful bidders shall be refunded their Earnest Money after 30 days. In case the bidder is likely to be awarded the work or if his case has not been finalized the EMD shall be retained for the period mentioned in clause-12 of instructions to bidders. The earnest money of successful bidder shall become part of the initial security deposit.
2. Within 15 days of intimation being given to him of the acceptance of the Bid, the successful Bidder shall make a further deposit in the same form as mentioned in clause -?? with the MPPKVVCL, JAWAD, as security money as per clause ?? of general terms and conditions and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the agency. The agency shall also permit the MPPKVVCL, JAWAD at the time of making any payment to him for work done under the contract, to deduct such amount from each of the bills for work done until such time that such deduction together with the security deposit already furnished, if any, amount to such percentage of the value of the accepted Bid or the value to which the contract may be subsequently estimated to whichever is higher. This amount will be retained as the Security for the due and proper fulfilment of the contract. The security deposit shall be 10% of the contract value. This is to be deducted @10% on prorata basis from each bill, excluding initial security deposit of 2.5%, till the total deduction becomes 10% of the contract value.
3. The agency shall deposit D.D. or Fixed Deposit, for an amount of 2.5% of the contract value including the Earnest Money as initial security deposit.
4. Failure by the successful Bidder to furnish the prescribed security deposit or to execute the agreement within the period specified in clause 4 after his Bid has been accepted or notice to start the work within such time as is determined by the Engineer-in-charge after notification of the acceptance of the Bid shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the MPPKVVCL, JAWAD to recover further damages, if any, from the Bidder. **(Format for executing the contract agreement is provided in the Annexure-I)**
5. **BID VALIDITY**
 - 5.1 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid or any other extended date for their receipt or any other extended period consented upon by the bidders (The Company may ask the bidder to extend the validity period of their proposals) and during this period no bidder shall be allowed to withdraw his Bid. Any such withdrawal during the said period will entail forfeiture of earnest money deposited by him with the Bid. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal.
 - 5.2 The bid along with the rates and condition thereby shall be open for acceptance of the Tendering Authority of MPPKVVCL, JAWAD for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case MPPKVVCL, JAWAD requests for extension of the validity period, the Bidder may extend the validity without any material change in the terms and conditions of their bid. **In case Bidder does not extend the validity, he must respond his unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD can be returned.**
6. The contract or any part there of shall not be sublet without the written permission of the ***E.E. (O&M) MPPKVVCL JAWAD.***

7. The agency shall pay not less than the minimum wages to the persons engaged by it on the work.
8. It shall not be obligatory for the MPPKVVCL, Indore to accept the lowest Bid. The authority for the acceptance of the Bid will rest with the **E.E.(O&M) MPPKVVCL, JAWAD** which neither binds itself to accept the lowest or any other Bid nor does it undertake to assign any reasons for declining to consider any particular Bid or Bids.
9. The successful bidder must have sound financial standing. The accepting authority will ascertain the financial capability of the bidder. The bidder shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him as they deemed fit.
10. The MPPKVVCL JAWAD will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the bidder is found latter to have misjudged any of condition(s).
11. Further information, if any, can be received from the office selling the RFP document. Should a bidder find discrepancies of omissions in this RFP document or he is in doubt as to their meaning, he should at once notify the authority inviting tenders. Every endeavour has been made to avoid any error which can materially affect the basis of the bid, but if any error is subsequently discovered, the bidder shall make no subsequent claim on account thereof.
12. This notice inviting Bid shall form part of the contract and any breach of the terms of this notice shall be breach of the contract.
13. Within 15 days of intimation being given to the bidder of the acceptance of the bid, the successful bidder shall execute an agreement, in accordance with Indian Contract Law, 1872, on the prescribed form duly stamped for the due and proper fulfilment of the contract. The cost of all stamp paper/stationery shall be borne by the bidder. Failure by the successful bidder to furnish the prescribed security deposit or to execute the agreement within the period specified above - after his bid has been accepted or to start the work within such time as is determined by the **E.E.(O&M) MPPKVVCL, JAWAD** after notification of the acceptance of the bid shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the MPPKVVCL Indore to recover further damages, if any, from the bidder.
14. The successful bidder i.e. bidder will have to start functioning within 10 days from the date of issue of work order by the **E.E.(O&M) MPPKVVCL, JAWAD** , to start the work. The period within which the entire work shall be taken over by the bidder shall be decided by the **E.E.(O&M) MPPKVVCL, JAWAD** , which shall normally be 1 months from the date of handing over of work. Delay beyond 1 month period will attract penalty for the period of delay. If the delay is on the part of MPPKVVCL JAWAD then if necessary initial period of 1 month will be extended accordingly.
15. **ADEQUACY OF BIDS**
 - 15.1 The bidder shall be entirely responsible for the adequacy of the rates quoted by them in their bids during the period of contract of one year. The rates quoted by agency should take into account wage revision during the currency of contract by the labour commissioner of the Govt. of Madhya Pradesh. The increase in statutory charges like EPF, ESIC, Income Tax, if any, has also to be taken into account in the rate quoted by the bidder. **There shall not be any increase in the rate for initial one year period of agreement.** However, the period can be extended further if the services rendered are found satisfactory and both the

parties agree for continuation of works by adjusting the price if there is any upward revision of the minimum wages and statutory charges to make that at par on the request of agency and production of documentary evidence. 26

- 15.2 The quoted rates shall be inclusive of all taxes (excluding Service Tax), cost of all kinds of Insurance Premium Bonus, payment to their workmen not less than the minimum wages as fixed by Commissioner Labour, GOVERNMENT OF MADHYA PRADESH 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 Bid contract.

16. CLARIFICATION OF BIDS

- 16.1 To assist in the analysis, evaluation and computation of the bids, the Tendering Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

17. NOTICE AND INSTRUCTIONS

- 17.1 The Agency shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers etc. to MPPKVVCL, JAWAD. Any notice or instructions to be given to agency under the terms of the contract shall be deemed to have been served on him if it has been sent at local office or to the address of the firm last notified by the Agency or delivered to authorized signatory.

18. UNIFORMS AND OTHER SUPPLIES

- 18.1 The cost of uniform and other items required for due fulfillment of duties shall be borne by the bidder. MPPKVVCL, JAWAD shall not pay any extra charges to the Agency against these items which are required for performing proper & efficient working.
- 18.2 Each deputed person shall carry ID card issued by the agency and in case of expiry or not carrying the ID card or carrying expired ID card shall attract a penalty of Rs.100 per such instance noticed. Agency will ensure timely issuance of the ID cards which will be valid for a period of contract.

19. ADVANCES

- 19.1 No request for making advance payment on any ground shall be entertained. Although in case of exigencies MPPKVVCL, JAWAD may pay advance at its discretion and adjust the same against the payment due or security deposit.

20. CLAIM

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

21. INFORMATION AND DATA

- 21.1 Information given in this document only provides an idea of the type and scope of the work to be performed by the Agency. It shall be the responsibility of the Agency 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 Bid. 27

22. PROTECTION OF PROPERTIES, PREMISES AND ADJOINING PREMISES

22.1 The personnel deployed by the Agency shall protect the materials, furniture and equipment, appliances, structures and all other things and materials in the place of work and adjoining area belonging to MPPKVVCL, Indore during the course of performing their duties.

23. DUTY AND BEHAVIOR OF AGENCY'S PERSONNEL AT WORK PLACE

23.1 The personnel deployed by the agency must always carry the ID card given by the agency and wear uniform provided by the agency.

23.2 The personnel deployed by the agency shall maintain the decorum and obey the instructions of the officer in-charge of MPPKVVCL, JAWAD for that particular work and place of duty. He must follow the procedures of duty performance and stipulated time guideline for working hours as set by the officer in-charge of MPPKVVCL, JAWAD from time to time. However, no female staff shall be allowed to be deputed to work in night shift.

23.3 It shall be accepted as an inseparable part of the contract that in matters regarding conduct and behavior, the decision of the Officer-in-charge, MPPKVVCL JAWAD shall be final and binding on the Agency in all such matters.

24. ACCIDENTS

24.1 It shall be the Agency's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract. He shall indemnify the MPPKVVCL, JAWAD against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract and also under the provision of the Workmen Compensation Act, 1923.

24.2 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of MPPKVVCL, JAWAD shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of MPPKVVCL, JAWAD shall be final in regard to all matters arising under this clause.

25. PENALTY FOR REMOVAL OF AGENCY'S PERSONNEL

25.1 The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation of Officer-in-charge/Section in-charge of MPPKVVCL, JAWAD. If agency at its initiative replaces the personals without intimation to MPPKVVCL, JAWAD then a penalty of Rs. 100/-per day per personnel shall be charged to the agency.

25.2 Upon the written directions of the Officer-in-charge/Section-in-Charge MPPKVVCL JAWAD, the Agency shall immediately remove from the works any person or persons deployed thereon, who may in the opinion of the Officer-in-charge/Section-in-Charge be incompetent or responsible for misconduct. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or such other officer so authorized for such purpose.

- 25.3 It shall be accepted as an inseparable part of the contract that in matters regarding competency, efficiency, conduct and behavior, the decision of the Officer-in-charge, MPPKVVCL JAWAD shall be final and binding on the Agency in all such matters. 28
- 25.4 In case it is found that any theft or damage has occurred to the property or premises of the MPPKVVCL, JAWAD due to negligence of personnel in performing his/ her duty and /or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by MPPKVVCL, JAWAD shall be recovered from the Agency's monthly bill or from his security deposit.
- 25.5 The Agency shall be fully responsible to deal with all kind of suits/claims/penalty etc. from any person organization or authority etc. In case MPPKVVCL, Indore is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the agency and/or from the security deposit held by MPPKVVCL, JAWAD
- 25.6 The skilled, semiskilled and / or unskilled persons supplied by the agency shall be of sound physical & mental health and should not be under the influence of any drug or liquor during duty and have full knowledge & experience to competently complete the job assigned to them. In case it is found that any loss has occurred to MPPKVVCL, JAWAD property/interest due to deployment of inexperienced personnel or not possessing proper skill etc., the same shall have to be replaced by the Agency without any extra cost to the MPPKVVCL, JAWAD
- 25.7 In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for MPPKVVCL, JAWAD it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging cost to the MPPKVVCL, JAWAD.
- 25.8 MPPKVVCL, JAWAD shall be deemed to be indemnified by the agency for lapses or other mischievous etc by its personnels.

26. RATE ADJUSTMENT

- 26.1 There shall not be any rate adjustment during the initial contract period of one year from the date of signing the contract. During the extended period, if any, MPPKVVCL, JAWAD shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of M.P. above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.

27. COMPLIANCE OF LABOUR LAWS AND OTHER LABOUR RELATED MATTERS

- 27.1 The Agency shall at their own cost comply with the provisions of labor laws, other relevant rules & orders and notification from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to MPPKVVCL, JAWAD, whatsoever it may be.
- 27.2 The Agency 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.

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- 27.3 All personnel engaged under this contract by the Agency shall be employees of Agency. MPPKVVCL, JAWAD shall **NOT** have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation etc. for obtaining any job in MPPKVVCL, JAWAD or elsewhere.
- 27.4 The Agency 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.
- 27.5 The Agency shall maintain all records/registers as required to be maintained by him under various labor 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, JAWAD as per the time period defined by ***E.E. (O&M) MPPKVVCL JAWAD***
- 27.6 The Agency 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.
- 27.7 The Agency shall not pay less than the Minimum Wages and other payments as notified by the Govt. from time to time to his employees.
- 27.8 The Agency 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.
- 27.9 The Agency shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc. to his employees, as required under law.
- 27.10 The Agency 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.
- 27.11 If any of the persons engaged by the Agency misbehaves with any officials of the MPPKVVCL, JAWAD or commits any misconduct in connection with the property of the MPPKVVCL, JAWAD or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
- 27.12 The Agency shall get the antecedents of the persons engaged by him verified from the police station concerned and produce certificate in this regard to MPPKVVCL, JAWAD. MPPKVVCL, JAWAD 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 MPPKVVCL, JAWAD before deployment. MPPKVVCL, JAWAD has the right to deduct and disburse the claims of the individual/parties on any account whatsoever, in relation to their employment with the Agency. The security deposit shall be released subject to an undertaking by the Agency for 3 months after expiry/termination of contract period and it shall be in the event any of his workmen or the heirs of workman puts up a claim for recovery of money due to him from the Agency, before the appropriate authority

under the Industrial Dispute Act, 1947 or under any other labour law or for compensation under the workman's Compensation Act-1923 and the appropriate authority gives a direction for making payment the agency shall meet the same. 30

28. **INSURANCE**

28.1 The Agency shall provide necessary insurance coverage under any subsidiary of General Insurance Company to his workmen engaged in the execution of the contract so as to compensate the workman in case of any accidental injury or death during the course of performing his duty. The insurance cost of personnel working for the Agency, at the sites shall be borne by the Agency. The Agency shall provide the following insurance (but not limited to these), cover for his workmen, materials and equipment and produce for inspection to MPPKVVCL, JAWAD insurance certificate / policies.

- a) Group Insurance Scheme of LIC.
- b) Personnel Accident Policy under General Insurance Scheme.
- c) Third party risk liabilities theft etc.

29. **SAFETY PROVISIONS**

29.1 The agency shall at its own expense, arrange for the safety in his operation as required. In case the agency fails to make such arrangement, the authorized officer/staff of MPPKVVCL, JAWAD shall be entitled to recover the costs thereof from the agency. The failure to comply with the provisions of the safety manual, the agency shall without prejudice to any other liability pay to MPPKVVCL, JAWAD a sum not exceeding Rs. 100/- (Rupees one hundred) per day for each day of default.

30. **INCOME TAX**

30.1 During the course of the contract period, deduction of income tax at source at the prevailing rate of income tax department issued from time to time of the gross amount of each bill shall be made by the Officer-in-charge/authorized officer/staff of MPPKVVCL, JAWAD releasing payment until informed otherwise by the Officer-in-charge or the officer so authorized on his behalf.

31. **SERVICE TAX**

31.1 During the course of the contract period, the agency shall deposit service tax at prevailing rates as per GOI during contract period including extended period if any and same shall be reimbursed by MPPKVVCL, JAWAD on producing documentary proof.

32. **DEFAULT BY THE AGENCY**

32.1 If the Agency 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, JAWAD may without prejudice to any other remedy to the MPPKVVCL, JAWAD recover damages for breach of the contract.

32.2 In case of failure of the Agency in fulfilling the contract, the competent authority of MPPKVVCL, JAWAD 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 Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days of deadline date. MPPKVVCL, JAWAD shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

32.3 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 agency or his employees, the MPPKVVCL, JAWAD reserves exclusive and special rights for the outright termination of the contract without any notice to the agency and in that event the agency shall not be entitled to any compensation from the MPPKVVCL, JAWAD. 31

32.4 If the performance of the Agency is found poor and despite of instruction, he fails to improve the same, the MPPKVVCL, JAWAD 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 Agency shall not be entitled for compensation to any loss which he may incur in this regard.

32.5 In case of termination of agency during contract period, the work can be awarded to the other agency at risk and cost of the agency and extra amount if any payable to the new agency during the balance contract period shall be deducted from the security deposit of the agency.

33. SUBMISSION OF BILLS AND PAYMENT

33.1 The Agency shall have to make payments every month towards the wages and other statutory liabilities first from its own resources and then get the reimbursement of the same to the extent of the admissible amount based on the rates and terms of the contract.

33.2 The Agency shall have to get the attendance verified by 2nd working day of next month and submit the consolidated bills accordingly to the Officer In-charge for verification up to 7th of following month along with a copy of the Acquaintance roll of payments made to personnel deployed. The Agency is required to submit the copies of Service Tax, provident fund challan on quarterly basis in support of depositing P.F., ESI contribution for total number of personnel deployed against the contract for the preceding months in support of depositing the required service tax, P.F. and ESI. Similarly certified copies of salary breakup paid by the Agency to the concerned personnel deployed to MPPKVVCL, Indore under the awarded contract showing P.F. and ESI contributions shall also be submitted by the Agency. All above payments details has to be submitted in prescribed format. If these details required to be submitted on quarterly basis are not submitted by 10th of succeeding month then a penalty of Rs. 100/- per day shall be imposed and be recovered from his bill/security deposit.

33.3 Efforts shall be made by MPPKVVCL, JAWAD to verify the bills and arrange for the payment of bills to the Agency within one week after submission of the bill each month. However, MPPKVVCL, JAWAD shall not be liable for compensation of any sort or interest accrued due to any delay in making the payments to the Agency. Advance payment shall not be made against pending bills for verification etc. or any other account.

33.4 However before submission of the bill, the Agency has to ensure that the payment of persons deployed by the Agency have been made for the billed period before 7th of the next month. If Agency abnormally delays the payment to the persons deployed by him, payment may be made by MPPKVVCL, JAWAD based on the prevalent rate at Agency's risk and out of his security deposit with MPPKVVCLJAWAD . The correctness of amount and/or of any penalty imposed by the competent authority shall be binding on the Agency.

34. FORCE MAJUERE

34.1 A Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control,

directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

- 34.2 Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo; or any event or circumstance of a nature analogous to any of the above.

35. CHECKS & SUPERVISION BY THE AGENCY

- 35.1 The Agency 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, JAWAD. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to MPPKVVCL, JAWAD property shall be recovered from the amounts payable to the Agency and his security deposits.

36. AGENCY/ AGENT DEATH, BECOMING INSOLVENT OR IMPRISONED

- 36.1 In the event of the death or insanity of the agent 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.
- 36.2 If the agent 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, JAWAD shall be at liberty:
- a) 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, JAWAD subject to his providing an appropriate guarantee for the performance of such contract, or
 - b) To terminate the contract forthwith by giving notice in writing to the agency, the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the clause "Clause 23. Default by the Agency" treating as if this termination is ordered under that clause.
- 36.3 In case of any change of constitution of the agency, the rights of MPPKVVCL, JAWAD should not suffer. In case of any disputes, the matter is to be resolved in an "arbitration" solely headed by an officer of MPPKVVCL, JAWAD not below the rank of Managing Director or their Authorized Officer and his decision shall be binding on both the parties.

37. SETTLEMENT OF DISPUTES

- 37.1 If any dispute or difference of any kind whatsoever will arise between the agency and the Company in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute of difference by mutual consultation.
- 37.2 In the event of any dispute arising between the parties:

- a) **First Stage-** the Executive Engineer(O&M) JAWAD, shall be the sole conciliator.
- b) **Second Stage-**If in the opinion of the agency, a decision made by the E.E.(O&M) MPPKVVCL JAWAD is not in accordance with the meaning and intent of the contract, the agency may file a written objection to the decision with the committee comprising SE(O&M) NEEMUCH, Sr.AO Mandsour, EE(STM) Mandsour for adjudication.
- c) **Third Stage-** If in the opinion of the agency, a decision made by the Committee, comprising SE(O&M) NEEMUCH, Sr.AO Mandsour, EE(STM) Mandsour is not in accordance with the meaning and intent of the contract, the agency may file a written objection to the decision with the CE(UR) MPPKVVCL, Ujjain. The verdict of the CE(UR) Ujjain would be deemed as final and binding from MPPKVVCL' sent within fifteen (15) days after receipt of such decision.
- 37.3 If after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to the other, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

38. ARBITRATION

- 38.1 In the event of any dispute arising between the parties leading to Arbitration the same shall be governed by the Madhaystha Adhikaran Adhiniyam, 1983.
- 38.2 Notwithstanding any reference to arbitration herein,
- a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) The Company will pay the agency any monies due to the agency.

39. BLACKLISTING OF AGENCY

- 39.1 Once the Contract between the Company and the agency has been signed, no further changes in the terms and conditions thereof are permissible. Any request received by the Company in this regard shall be summarily rejected making it clear to provide the services strictly in accordance with the terms and conditions of the contract. Any attempt by the agency to back out of the commitment shall be considered as serious and his earnest money deposit be forfeited forthwith, without prejudice to any further legal remedies open to the Company under the relevant laws. Where necessary, action for black-listing of the agency and recovery of damages, if any, shall be taken up.

40. SPECIAL POWERS OF DETERMINATION

- 40.1 If at any time after the acceptance of the bid, MPPKVVCL Indore shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the **E.E. (O&M), MPPKVVCL, JAWAD**, shall give notice in writing to the fact to the agency who shall have NO claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.
41. Bids not fulfilling all or any of the above conditions or are Incomplete in any respect are liable to be rejected.
42. Before submitting the Bid, bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of the site, scope, nature and

locality of work, the all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Bid forms are adequate and all inclusive to accord with the provisions of general/special conditions of contract for the completion of the work to the satisfaction of the Engineer. 34

43. The ***E.E. (O&M), MPPKVVCL, JAWAD*** ., will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the agency is found latter to have been misjudged any of condition(s).

Form T-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the proposed services related to the assignment not later than the date indicated in the bid document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form T-2: Compliance Sheet

Bidders are requested to comply with the clauses relating to the following items, and a letter to that effect should be provided by the bidders in their technical proposals. Any non compliance shall result in rejection of any proposal for being non responsive.

Clause	Description
Clause 4 of general conditions	Security Deposit
Clause 37.7 of general conditions	Payment of Minimum Wages
Clause 32 of general conditions	Compliance of labour laws and other labour related matters
Clause 37 of general conditions	Default by the agency
Clause 38 of general conditions	Submission of bills and payment
Clause 41 of general conditions	Settlement of disputes
Clause 42 of general conditions	Arbitration
Clause 29 of general conditions	Penalty

Form T-3: Statement of Deviation from Terms and Conditions of RFP

On Applicant's letterhead

Date: dd/mm/yyyy

To,

Executive Engineer (O&M)

MPPKVVCL

POLE FACTORY NEEMUCH ROAD , JAWAD

District NEEMUCH (M.P.).

PIN CODE :- 458330

Reference: Tender Number Dated

Sir,

There are no deviations (null deviations) from the terms and conditions of the RFP document. All the terms and conditions of the RFP document are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the RFP document. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are unconditionally and unequivocally acceptable to us

- 1.
- 2.
- 3.

Except as above, no cognizance may be taken of any deviations, even if mentioned anywhere in our proposal.

Signature _____

Name:

Designation:

Date:

(Company Seal)

FORM : P-I**38**

Sl No.	Particulars	No. of persons	Basic rate per month (Rs.) (A)	Agency's Commission (Service Charge in Rs.) (B)	Service Tax Rs, (C)	Total amount per month (A+B+C) in Rs.
1	Labours/Helpers	39				
2	Office works /ministerial staff	11				
3	Security Guard	04				

Note: 1..Service charges quoted above shall be fixed for the period of contract.

2 The Basic Rates for Helpers are to be quoted given as under:-

A. For Helpers –

Sl.No.	Particulars	Value (in Rs.)
1.	Minimum Wages per month (not less than those defined by the Minimum Wages Act)	
2.	EPF	
3.	Insurance to the employees	
4.	Total	

Signature of issuing authority

Signature of tendere