

**M.P. POWER TRANSMISSION COMPANY LIMITED
STATE LOAD DESPATCH CENTRE, JABALPUR**



TENDER NO. LDET- 02/2017-18

FOR

**Providing Armed Security Services at
SLDC, Jabalpur and
Unarmed Security Services at
Back-up SLDC, Bhopal**

**OFFICE OF THE SUPERINTENDING ENGINEER (LD:E&T)
STATE LOAD DESPATCH CENTRE, MPPTCL,
NAYAGAON, RAMPUR, JABALPUR – 482008 (MP)**

Website :- www.sldcmpindia.com

**M.P. POWER TRANSMISSION COMPANY LIMITED
STATE LOAD DESPATCH CENTRE, JABALPUR.**

DETAILS OF TENDER No. LDET- 02/2017-18

FOR

**Providing Armed Security Services at
SLDC, Jabalpur and
Unarmed Security Services at
Back-up SLDC, Bhopal**

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**Providing Armed Security Services at
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PRICE OF THE TENDER DOCUMENT : ` 1000.00 plus ` 150.00 if
required by Post.

EARNEST MONEY : As detailed in the section
“Tendering Conditions”

PERIOD FOR ISSUE OF TENDER : Upto 09.11.2017
(Upto 15.00 hrs.)

LAST DATE OF RECEIPT OF TENDER : Upto 10.11.2017
(Up to 15.00 hrs.)

DATE & TIME OF OPENING OF TENDER : 10.11.2017 at 15.30 hrs.

SUBMISSION OF THE TENDER : In Four parts as indicated below:-

PART – 01 EARNEST MONEY
PART – 02 TECHNICAL BID
PART – 03 COMMERCIAL BID
PART – 04 PRICE BID

(Each part shall be in separate sealed envelope and all the four envelopes
should be enclosed in another envelope)

ADDRESS FOR PURCHASE OF TENDER :- **SUPERINTENDING ENGINEER (LD:E&T)
SLDC, MPPTCL, NAYAGAON, RAMPUR,
JABALPUR- 482008.**

PHONE NO: 0761-2702753 / 0761- 2702744

FAX NO : 0761-2664343/2970119

Website : www.sldcmpindia.com

Email : seldentmp@gmail.com

**M.P. POWER TRANSMISSION COMPANY LIMITED
STATE LOAD DESPATCH CENTRE, JABALPUR.**

IMPORTANT BRIEF NOTE FOR THE BIDDERS

1. The bidder shall submit each of the following in individual sealed envelope.

- I. Earnest Money.
- II. Technical bid.
- III. Commercial bid.
- IV. Price bid.

The four envelopes duly sealed are to be kept in a separate large envelope duly signed.

2. Price(s) of items / works should be indicated in the price-bid only. **Price of individual item or total items / works should not be indicated anywhere in other bids.**

3. List of all the items / works, exactly as quoted in the price bid, **without mentioning prices thereof** shall be enclosed in the technical bid so that items / works quoted are known before price bid is opened.

4. All the bidders are requested to furnish compliance / non-compliance statement, in specific to all the clauses of specification, questionnaires, general terms & conditions etc. None of the clauses / Sub-clauses should be left unanswered.

5. Non response on any of the clauses will be interpreted as non-conformity. Bidders may take a note of this point clearly in order to avoid further correspondence seeking clarifications.

6. SLDC, MPPTCL reserve the right to cancel the tender without assigning any reason.

7. **Tender documents can be downloaded from the SLDC and MPPTCL websites and can be submitted within due date. However the tender downloaded from website shall be accepted only when tender fee is submitted in desired format.**

**M.P. POWER TRANSMISSION COMPANY LIMITED
STATE LOAD DESPATCH CENTRE, JABALPUR.**

TENDER NO. LDET – 02/2017-18

1.0 INTRODUCTION :-

M.P. Power Transmission Company Limited, hereinafter referred as MPPTCL or Purchaser in the tender document, has its head office at Jabalpur. State Load Despatch Centre (SLDC), is one of the departments of MPPTCL and is located at Jabalpur. Similarly it's back up SLDC is located at Bhopal. Both of the locations house very sophisticated SCADA and communication equipments for grid monitoring, the safety of which is of paramount importance. It is, therefore, necessary to strengthen the security aspect of SLDC Jabalpur building by deploying two armed security guards and Back-up SLDC, Bhopal building by deploying one Security Guard round the clock.

2.0 INTENT OF SPECIFICATION :-

SLDC/Back-up SLDC are important units of power sector which house very sophisticated SCADA and communication equipments for grid monitoring, the safety of which are of paramount importance hence requires various security / safety measures. This specification intends to deploy two armed security guards round the clock at SLDC building Jabalpur and one unarmed security guard at Back-up SLDC Bhopal to ensure protection of the personnel's and property, prevent trespass in the assigned area, perform watch and ward function including night patrolling around the building, to prevent entry of stray dogs, cattle's and anti-social elements, terrorists, unauthorised persons, vehicle etc. in the building or in the arena.

3.0 SCOPE OF WORK :-

The contractor shall be responsible for the following:-

- (i) Deputing two armed security guards in three shifts for round the clock patrolling, keeping vigil and guarding of SLDC, Jabalpur building, property, personnel's and the entire arena of the building.
- (ii) Deputing one unarmed security guard in three shifts for round the clock patrolling, keeping vigil and guarding of Back-up SLDC, Bhopal building, property, personnel's and the entire arena of the building.
- (iii) The guards deployed at SLDC Jabalpur are required to be well equipped with licensed double barrel twelve bore rifle who shall work round the clock as per instructions and shall coordinate with the IG (Enforcement), MP Power Management Company Limited, Jabalpur and also the in-charge of SLDC, MPPTCL, Jabalpur. Similarly, guards deployed at Back-up SLDC, Bhopal shall coordinate with the In charge of Back-up SLDC.

The Director of the Private Security Agency shall follow the guidelines of the local District police of the place of deployment as well as IG (Enforcement), MP Power Management Company Limited, Jabalpur.

5.0 RATES :-

In Schedule-I i.e. "Price Schedule" the Labour cost (Min. wages, EPF & ESIC on wages) at prevailing rates for complete scope of work have been indicated. The Labour charges indicated in Part-A of Schedule-1 are based on Min. wages declared by Labour Commissioner GoMP as on Dtd. 01.10.2017 for various categories. The bidders are required to quote their rates for Service Charges only in the Part-B of respective "Price Schedules". The Service Charges shall include all the expenditures other than labour cost viz. insurance under Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc., various incidentals, overheads, administrative and supervision charges / expenses etc. involved in the bidding and execution of the work as per scope of the tender and also the profit of the contractor. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, fixed) of Schedule-I shall be payable to the L-1 bidder after seeking award. For obtaining the payment, the successful bidder shall have to submit proofs/evidences regarding the payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory. After revision of the min. wages the labour cost shall automatically be revised accordingly on the basis of revised minimum wages.

6.0 PERIOD OF CONTRACT:-

The initial period of the first contract will be one year and if the performance of the contractor is found satisfactory then extension orders may be issued on the year to year basis till completion of five years. In case of exigency or any other constraint, the period of contract can be further extended for six months beyond five years.

7.0 QUALIFYING REQUIREMENT :-

7.1 Tenders are invited only from reputed parties having adequate financial resources and experience to undertake the work as per tender specification.

7.2 The tenderer shall also furnish full details of its head office and field service organization for providing best services and management required for successful execution of the work as envisaged in this tender specification.

7.3 In addition to the basic qualifying requirements stipulated above, the bidder shall possess the following minimum criteria, satisfactory fulfilment of which will only enable bidder to participate in this bid invitation:-

- a) Adequate resources along with trained and experienced armed and unarmed Security Guards to execute the work suitably and expeditiously within time.
- b) Minimum three years past experience in providing armed Security Guards.
- c) The Bidder must possess valid EPF and Goods & Service Tax Registration.
- d) The Bidder will have to submit the license from the Govt. Labour Officer, **Jabalpur/Bhopal** under the provisions of the contract labour (Regulating & Abolishing) Act or any other act applicable to the contract from time to time.

- e) The Bidder shall submit license from the controlling authority as laid down under sections 5, 6 and 11 of the private Security Agencies (Regulations) Act-2005.

7.4 The bidder shall submit the required details with documentary evidence in respect of requirement of the tender. The bidder shall clearly indicate details of the task of similar nature performed, in the past, along with names and addresses of order placing authority. Photo copies of orders executed in past 03 years and performance/work completion certificates shall be submitted in support of past experience.

7.5 The offer shall be valid for a period of six months from the date of opening. The Company reserves the right to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the letter of intent placed by the Company within the validity period or non compliance of the contract. The earnest money deposited will be refunded to the unsuccessful tenderer.

7.6 While submitting the offer, it shall be ensured that the schedules are strictly in the prescribed forms.

7.7 The tender should be complete with all schedules attached to the specification including the questionnaire etc. Each question of the questionnaire should be answered in full. The fulfilment of these conditions is very essential or else the tender is liable to be rejected.

8.0 CLARIFICATION ON TENDER SPECIFICATION :-

8.1 The tenderer is requested to go through the specification schedule, notes and all enclosures carefully. Doubts if any, should be got clarified well in time, in writing, from The Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur. Responsibility of submitting the tender in time shall rest with the tenderer.

8.2 The Company reserves the right to reject any or all tenders or to accept any tender considered advantageous to the Company irrespective of the rates mentioned. It may be noted that the offers which do not support minimum workable rate for the contract period, shall be liable for rejection. No reasons will be assigned by the Company for the same and the tenderer will be bound to abide by it.

8.3 In case the date of opening of the tenders is declared a holiday, the tender will be received and opened on the following working day at the specified timings.

8.4 If tenders are delivered by special messenger, they should be deposited in the tender box kept in the office of the Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur on working days between **10:30 AM to 05.30 PM (Up to 3.00 PM only on due date of opening)**. Nobody is authorized to receive or grant receipt for tender delivered by hand as it is to be deposited in Tender Box.

8.5 Telegraphic offers will not be accepted. Tender received after specified hours and date will not be considered and will be returned unopened. The Company will not be responsible for the postal delay in delivery of tender.

8.6 All tenders should be submitted in Hindi / English. Tenders if submitted in any other language must be accompanied by Hindi/English version of the same.

8.7 The tenderer or one of his authorized representatives (having documentary evidence for such representation) may be present at the time of opening of the tender, if they desire so.

8.8 The price paid for buying the tender specification shall not be refunded under any circumstances whatsoever.

8.9 The tender of those tenderer who have not purchased tender Specification or submitted without tender fee if downloaded from website shall not be considered.

8.10 Satisfactory evidence (in the form of power of attorney) of authority of the person signing on behalf of the tenderer shall be furnished with the tender.

8.11 All erasers or corrections in the offer shall be initialled by the authorised person or tenderer.

9.0 DUE DATE FOR RECEIPT AND OPENING OF TENDER

- i) Tender along with earnest money shall reach the office of Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur on or before due date and time. It is the responsibility of the tenderer to ensure that the tender and the earnest money are delivered in the above office in time.
- ii) The tenders will be opened in the office of the Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur on due date and time, in the presence of such tenderer or their authorized representatives whosoever may be present at that time.

9.1. The Bidder must possess valid EPF Number (copies thereof be submitted along with the offer). The bidder are also required to submit the Goods & Service Tax details in the prescribed proforma attached with this tender document.

9.2 Tenderer will have to deposit the required amount of Earnest money in the form of Pay Order / Demand Draft duly drawn in favour of “**RAO, MPPTCL-SLDC Jabalpur**” payable at Jabalpur along with the bid otherwise the offer will be rejected.

10.0 FORMALITIES TO BE COMPLETED AFTER AWARD OF THE CONTRACT :-

10.1 On acceptance of offer, the successful tenderer will have to execute a formal agreement and undertaking within 10 days from the date of order for the faithful performance and observance of the terms and conditions of the contract. Both, the contract agreement and undertaking shall be executed separately on non judicial stamp paper worth ` **500.00** with revenue stamp of ` **1.00** affixed thereon. The cost of stamp paper and stamps shall be borne by the contractor. Please note that if agreement and undertaking is not executed within specified time the earnest money may be forfeited.

10.2 The successful tenderer will have to deposit "Security Deposit" equal to 10% of the contract value in the form of Pay Order / Demand Draft duly drawn in favour of "RAO, MPPTCL- SLDC Jabalpur" or in the form of Bank Guarantee strictly in the format provided to successful bidder.

11.0 LIABILITIES & RESPONSIBILITIES OF SECURITY AGENCY :-

11.1 The Security Agency shall be registered with all concerned departments related to Security, Safety, Crime and Arm License. Deputed guards have to be registered with the Police Station and with the Department concerning to Security and Crime.

11.2 The Private Security Agencies shall have valid license as per Private Security Agencies (Regulation) Act, 2005.

11.3 The Security Agency must provide proper uniform and cap with security agency monogram embossed on it. The guards assigned the duty have to be well dressed in the given uniform with a proper name plate and must carry identification card etc. The Security Agency must ensure proper training of security guards for the routine task and security arrangements.

11.4 The Security Agency shall follow the provisions of Rules and Regulations framed by the Govt. time to time and applicable under this security contract.

11.5 The Security Agency shall submit the monthly running bill to the Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur / EE, Sub-LDC Bhopal who will transmit the same to the concerned RAO, for making the payment.

11.6 The Security Agency will have to provide copy of Police Verification Certificates for the persons in their respective names regarding their non involvement in any police case / crime etc. while deploying security guards for security arrangement of SLDC, MPPTCL, Jabalpur and Back-up SLDC Bhopal.

11.7 The Security Personnel provided by the Security Agency on hire basis will adhere to proper conduct and responsibility to ensure safety of personnel's & property of MPPTCL within the premises of SLDC, Jabalpur/Back-up SLDC Bhopal and should take utmost care and responsibility in protecting them from any outside miscreants.

11.8 A mobile phone facility will have to be provided by the successful bidder / Security Agency at their own cost with the security crew deployed by them for informing Police/Tenderer/ MPPTCL authorities in case of any emergency posing a threat to the security / property within the premises of SLDC, MPPTCL, Nayagaon, Jabalpur / Back-up SLDC at Govindpura, Bhopal. A suitable torch will also be provided to each security guard by the security agency.

11.9 On occurrence of an accident which results in the death of any workman / employees of the contractor or severity of which may result in the death of any workman, the contractor shall, within 24 hours of occurrence of such casualty intimate the details of the same in writing to the concerned engineer of the MPPTCL and all concerned government departments / agencies. The contractor shall be deemed to have indemnified and safe guard MPPTCL against all actions, suits, claims, demands, expenses in connection with injuries/death caused to the employees.

The contractor shall also have to indemnify for or losses / expenses / damages sustained, penalties /fines if payable by MPPTCL resulting directly or

indirectly from his failure to intimate all concerned as well as a consequence of MPPTCL's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provision of said or related Acts in regard to such accident.

11.10 All costs, damages or expenses which MPPTCL may suffer due to negligence of the security guard shall be borne by the Security Agency.

11.11 No idling charges will be payable by the MPPTCL for any reason whatsoever to the contractor for ceasing the work.

11.12 On absence of any guard, the Security Agency will immediately arrange the substitution. No security guard will be allowed to leave the duty without giving charge to the other guard under any circumstances.

11.13 Security Agency will provide whistle to guards which shall be used for alarming at an interval of 20 minutes during 6 PM to 6 AM every day.

11.14 The Security Agency may rotate the duty of guards after an interval of one month.

11.15 If the guard on duty is found having unauthorized or unlicensed arms and the action is taken by the department related with arms / crime than the Security Agency will be responsible for all liabilities.

11.16 If on making a check, a guard is found sleeping or found absenting himself from duty, suitable action will be taken against the Security Agency.

11.17 If case of theft / mal-practice that occur during the duty hours of guards due to absence, sleeping or negligence, the total cost of theft / damage may be recovered from the Security Agency.

11.18 The Security Agency shall keep the names and addresses of the security guards posted in the premises of SLDC / Back-up SLDC well informed

11.19 The Security Agency shall maintain proper month wise record of compliance and happenings in the SLDC / Back-up SLDC premises.

11.20 The responsibility for payment of minimum wages including variable DA & other benefits as declared by the labour commissioner / Govt./ District Authority from time to time to security guards will be on the part of the Security Agency

11.21 The Security Agency shall make the regular payment of salaries and wages **through cheque** to its personnel engaged under the contract, in the presence of **Officer-In-Charge** and a duplicate copy of salary sheet duly signed by each security guard in lieu of salary receipt shall be submitted to the Superintending Engineer (LD:E&T), Jabalpur / E.E. Sub-LDC, Bhopal.

11.22 The Security Agency will be fully responsible for the workmen engaged, injured or met with any type of accident during the course of contractual period or any extended period. In this connection all the claims raised by the affected person due to any minor or major injury or accident shall be fully paid by the contractor whatsoever. MPPTCL shall not accept any liability in this regard.

11.23 All the financial and other liabilities of the security guards will rest with the Security Agency. The security agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Security Agency for MPPTCL.

MPPTCL will not have any responsibility in case of mishandling, accident or death of any security guards.

11.24 The Security Agency shall work in coordination with **IG (Enforcement), MP Power Management Company Limited, Jabalpur** and will follow instructions of Director Vigilance for the betterment of security aspects of SLDC, Jabalpur.

12.0 FINANCIAL ASPECTS :-

- (i) Income Tax / Goods & Service Tax imposed by State / Central government will be deducted from bill as per rules if required.
- (ii) The applicable Goods & Service Tax shall be reimbursed to the Security Agency on production of proof of having paid the same / proper GST invoice to the concerned Department.
- (iii) The contractor shall be solely responsible for deduction towards EPF contribution from workers and will ensure remittance to the EPF commissioner. The contractor shall have to produce documentary evidence in respect of EPF No of the deployed security guards and the remittance of EPF contribution in accordance with the provision of EPF Act 1952 & latest circulars of M.P. Govt. in this respect.
- (iv) The due date of depositing EPF to the EPF commissioner is 15th of subsequent month in which amount of EPF is deducted. Therefore, it should be ensured that the same is deposited on or before 15th of subsequent month in which amount of EPF is deducted positively.

Bidders are required to submit copies of Profit and Loss account and balance sheet for the last 3 years along with the bid.

13.0 DEPLOYMENT OF ARMED / UNARMED SECURITY GUARDS :-

The Security Agency before actually deploying Guards, shall obtain character / antecedent certificate of the individual concerned from the police station of their permanent residential address and from all those police stations where under they have resided for more than three years.

The security guard provided by the security agency :-

- a) Should be a citizen of India.
- b) Should have completed 25 years of age but not attained the age of 55 years.
- c) Should have satisfactory character and antecedents.
- d) Should fulfil physical standards.
- e) Should not be a person who has been convicted by a competent court or who has been dismissed or removed on ground of misconduct or moral turpitude while serving in any armed forces of the Union, State Policy organizations, Central or State Government or in any Private Security Agency.

13.1 The Security Agency concerned shall submit a certificate that they shall comply with the provisions of the Private Security Agencies (Regulation) Act, 2005 and rules made there under and all other relevant law / rules / notifications and so on.

13.2 Before actually deploying the security guards, the Security Agency shall have to submit 03 photographs of each proposed security guards with complete and certified permanent residential address and local address. One each of these copies for :-

- a. Office record.
- b. Identity Card.
- c. Another photographs displaying side profile of the individual concerned.

Name of the individual should be written on the back of all photographs. The office record should also have identifiable permanent marks on body of the individual.

13.3 It shall be mandatory for security agency to ensure that any guard or supervisor while leaving the duty or is made to leave the security agency shall submit his identity card to the authority concerned. On any failure on this ground, information shall be immediately given to the local police as well as officer in charge of the Administration of the Organization.

13.4 Armed Guards should own a rifle with license and authority to use them.

Schedule-III

TECHNICAL QUESTIONNAIRE

Note: THE BIDDERS MAY PLEASE NOTE THAT SUBMISSION OF THIS QUESTIONNAIRE DULY AND PROPERLY FILLED IN IS ESSENTIAL WHILE MAKING ENTRIES AGAINST THE QUESTIONS GIVEN BELOW. NO REFERENCE SHOULD BE MADE TO COMMENTS ENTERED ELSEWHERE IN THE TENDER. ALL QUERIES SHOULD BE ANSWERED AND THESE ANSWERS SHOULD BE COMPLETE IN THEMSELVES. PLEASE NOTE THAT NONE OF THE COLUMN SHOULD BE LEFT BLANK AND CLEAR REPLY AGAINST ALL COLUMNS SHOULD BE FURNISHED. IN CASE THIS IS NOT DONE, THE OFFERS WILL BE LIABLE FOR REJECTION.

S. No.	Information to be provided	To be filled by the Bidder	Remarks
1.	Annual Turn Over		
2.	Manpower on Roll		
3.	Experience of running Security Services (In years)		
4.	Volume of work done during last three financial years		
5.	Largest Single work carried out during last three years.		
6.	No. of trainers of the rank of Commissioned Officers of Military.		
7.	No. of Supervisory staff and trained Civilian / Ex-Military/ Ex-Paramilitary personnel.		
8.	Training set-up (No. of Trainers) a. Part-Time b. Full-Time c. Below JCO Rank d. Above JCO Rank		
9.	No. of Supervisory Field Staff.		
10.	ISO Certification of the firm (Yes / No)		

Note :- Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

SIGNATURE OF BIDDER

Schedule-IV

COMMERCIAL QUESTIONNAIRE

Note: THE BIDDERS MAY PLEASE NOTE THAT SUBMISSION OF THIS QUESTIONNAIRE DULY AND PROPERLY FILLED IN IS ESSENTIAL WHILE MAKING ENTRIES AGAINST THE QUESTIONS GIVEN BELOW. NO REFERENCE SHOULD BE MADE TO COMMENTS ENTERED ELSEWHERE IN THE TENDER. ALL QUERIES SHOULD BE ANSWERED AND THESE ANSWERS SHOULD BE COMPLETE IN THEMSELVES. PLEASE NOTE THAT NONE OF THE COLUMN SHOULD BE LEFT BLANK AND CLEAR REPLY AGAINST ALL COLUMNS SHOULD BE FURNISHED. IN CASE THIS IS NOT DONE, THE OFFERS WILL BE LIABLE FOR REJECTION.

<u>S.No.</u>	<u>Particulars</u>	<u>To be filled by the bidder</u>
1	Name and address of tenderer.	
2	Communication.	Office Phone No.
		Residence. Phone No.
		Mobile No. :-
		Fax No. :-
		Email id :-
3 (i)	Whether you are State/Central Govt. Undertaking/ Unit with 100% Govt. Share (yes / No)	
(ii)	If yes whether documentary evidence in support of the above has been enclosed. (In absence of documentary evidence your claim to be State / Central Govt. Undertaking shall be ignored)	
4.	Indicate the validity period of your offer (the offer should be valid for a minimum period of 06 months)	
5.	Whether the required Earnest Money has been furnished by you (Yes/No), if yes.	
(i)	In which form.	
(ii)	Amount of Earnest Money furnished	
6.	Whether agreeable to penalty clause. stipulated in the tender. (Yes/No)	
7.	Whether agreeable to Company payment clause stipulated in the tender. (Yes/No)	
8.	Are you agreeable to payment procedure defined in the tender (Yes / No)	
9.	Whether any rebate has been offered (Yes/No)	
(i)	If yes, how much?	
10.	Whether agreeable to provide Security Arrangement for one year.	
11.	Whether agreeable to furnish Security Deposit in the form as indicated in the tender (Yes/No)	
12.	Have you attached Income Tax Clearance Certificate (Yes/No)	
13.	Whether a list of orders executed by you during last 03 years is enclosed with full	

	particulars of nature of work done (Yes/No)	
14.	Whether certificate of competent authority as a proof of having successfully completed orders has been furnished (Yes/No)	
15.	Have you furnished the power of attorney in respect of the Person signing the tender on behalf of tenderer (Yes/No)	
16.(i)	Whether your firm is partnership firm (Yes/No).	
(ii)	If so, indicate the name(s) complete address and designation of all partners	
17.	Whether profit and loss account and balance sheets for the last 3 years have been furnished by you (Yes/No).	
18.	Please clarify your stand on Goods & Service Tax.	
(i)	Whether Goods & Service Tax shall be applicable on your firm/ agency/ company. (Yes/No).	
(ii)	If applicable, please indicate the rate :- (a) For Goods & Service Tax.	
(iii)	Please confirm that Goods and Service Tax are clearly mentioned in the price bid. (Yes/ No.)	
19.	Whether the armed/unarmed security guards have been trained? If yes, please intimate the name of the Security Agency by which training has been imparted and also the duration of the training.	
20.	Please confirm that all the documents/ certificates mentioned in the check list (given in the tender document) have been provided with your offer.	
21.	Whether agreeable to pay minimum wages including variable DA fixed by the government time to time, to the security guards (Yes / No)	
22.	Are you registered with	
(i)	EPFO (Yes/ No)	
(ii)	ESIC (Yes/ No)	
(iii)	Whether you agree to furnish EPF No of Individual Security Guards who shall be deployed at SLDC/Back-up SLDC(Yes/ No)	
23.	Whether agreeable to the clause regarding period of extension of the contract for further five year period.	

SIGNATURE OF BIDDER

Schedule-V

BIDDERS DETAILS

S. No.	Information to be provided	To be filled by the Bidder	
1.	Description		
2.	Name of the bidder		
3.	Address of the bidder		
4.	Telephone, Mobile, Fax Number/ email id/ postal address of the bidder and his representative		
5.	Name and designation of bidder's representative to whom all references shall be made.		
6.	Bidder's proposal number & date.		
7.	Proposal validity period (not less than 180 days from the tender opening date)		

Place
Date

Name_____

Designation_____

Security Agency Seal_____

Schedule-VI

DECLARATION

I, ----- hereby certify that the typed-in data and information pertaining to this specification are correct and are true representation of the services covered by our formal proposal No. -----
----- Date --- ----- . I hereby certify that I am duly authorised representative of the Security Agency whose name appears above my signature.

**Authorised representative's
name & signature
(Security Agency Seal)**

SIGNATURE OF BIDDER

Schedule-VII

CHECK LIST OF SCHEDULES

The Bidders should specifically declare that they have enclosed various schedules and other details as per bid document.

S. No.	Reference	Particulars	Declaration (strike out whichever is Not applicable)
1	SCHEDULE-I	SCHEDULE OF QUANTITY AND PRICE (FOR PROVIDING ARMED SECURITY SERVICES)	YES / NO
2	SCHEDULE-II	DETAILS OF PAST EXPERIENCE	YES / NO
3	SCHEDULE-III	TECHNICAL QUESTIONNAIRE	YES / NO
4	SCHEDULE-IV	COMMERCIAL QUESTIONNAIRE	YES / NO
5	SCHEDULE-V	BIDDER'S DETAILS	YES / NO
6	SCHEDULE-VI	DECLARATION	YES / NO

SIGNATURE OF BIDDER

Annexure-I

UNDERTAKING

(To be executed by the contractor on non judicial stamp paper worth ` 500.00 plus ` 1.00 revenue ticket)

To,

(Designation and Name of the concerned Department)

Name of Firm / Security Agency _____

Name of the tender _____ Due date _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that complete security of the SLDC/Back-up SLDC shall be ensured by our Security Agency, as well as any other point considered by our Security Agency. The loss on account of theft, if any, shall be recoverable from me / us.

**Signature of the Bidder
Name
Address**

Annexure-II

AGREEMENT FORM

(To be executed by the contractor on non judicial stamp paper worth ` 500.00 plus ` 1.00 revenue ticket)

This agreement is made on this _____ day of _____ between M/s _____ (here-in- after called the Contractor which expression shall where the context so admits be deemed to include all and each one of the Partners as included in the Deed of Partnership jointly and separately and their heirs, executors, administrators and representatives) of one part and M.P. Power Transmission Company Ltd. a Company registered under Companies Act, 1956 having headquarter at Block No. 2, Shakti Bhawan, Jabalpur (hereinafter called M.P.P.T.C.L) which expression shall where the context so admits, be deemed to include its permitted assign) on the other part :

WHEREAS in accordance with a Tender notice dtd. _____ issued by the SE(LD:E&T), Jabalpur of the M.P.P.T.C.L, the contractor submitted his tender and opened on _____ for _____

_____ . More particularly described, mentioned, enumerated or referred to in the general conditions, specifications, schedules, form of tender covering letters, schedule of prices and further correspondence, a copy of each of which is here to annexed and is for purpose of identification, signed by Shri / M/s _____ the contractor and SE (LD:E&T), of M.P.P.T.C.L, on behalf of the MPPTCL and all of which shall be deemed to form part of this agreement as such though separately set out therein and are included in the expression 'Contract' herein used (here-in-after referred to as the said works),

AND WHEREAS the competent authority have accepted the tender of the contractor vide order No. _____ Dtd _____ for _____ for the sum of Rs. _____ (Rupees _____) on the terms and subject to the conditions here-in- after mentioned.

AND THEREFORE this agreement witnessed and it is hereby agreed as follows :-

1. The contractor shall do the said works and do perform and carryout all matters incidental and / or ancillary there to within the time specified in the and in accordance with the terms and conditions specified in the contract.

2. For the work done under clause-1, the M.P.P.T.C.L shall pay to the contractor Rs. _____ (Rupees _____ only) or such other sum as may become payable in accordance with the contract.

3. In all matters arising under out of or in relation to the agreement, the terms and conditions of the contract shall apply and all such matters shall be determined accordingly.

4. This agreement shall be deemed to be entered into at Jabalpur and all disputes and claims, if any out of or in respect of this agreement are to be settled at Jabalpur or be triable only in any competent court situated at Jabalpur.

In witness where of the parties here to have signed this agreement on the dates and year mentioned against their respective signature.

Name and signature of Witnesses

Signature of Bidder

1. Signature
Name
Address

Name
Address

2. Signature
Name
Address

Name and signature of
Witnesses

**Superintending Engineer (LD:E&T)
SLDC, MPPTCL, Nayagaon, Jabalpur.**

1. Signature
Name
Address

2. Signature
Name
Address

**M.P. POWER TRANSMISSION COMPANY
LIMITED
STATE LOAD DESPATCH CENTRE, JABALPUR**



LDET – 02/2017-18

CONDITIONS OF TENDERING

AND

GENERAL CONDITIONS FOR

**Providing Armed Security Services at
SLDC, Jabalpur and
Unarmed Security Services at
Back-up SLDC, Bhopal**

**STATE LOAD DESPATCH CENTRE, M.P. POWER
TRANSMISSION COMPANY LIMITED,**

NAYAGAON, RAMPUR, JABALPUR (M.P.)

Website: www.sldcmpindia.com

**STATE LOAD DESPATCH CENTRE
M. P. POWER TRANSMISSION COMPANY LIMITED,
JABALPUR, M.P.**

TENDER FORM

(To be furnished by the bidder)

The undersigned hereby tender and offer (subject to **Company's** conditions of tendering) the **M.P. POWER TRANSMISSION COMPANY LIMITED (hereinafter referred to as 'Company')** to provide security services in SLDC Building, Nayagaon, Jabalpur, and backup sldc Bhopal which are described or referred to in the enclosures and schedules to the specification **LDET-02/2017-18** copies of which are annexed hereto and which under the terms thereof are to be provided by the Security Agency in a systematic manner and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that Questionnaire for general terms and conditions and all other conditions-where ever described in the tender document have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous, the Company will have the right to take the same to be advantageous for the Company. Company's decision in this regard will be final. The bidder will have no right to furnish any commercial clarification after opening of the bid, which may in any way alter the offered prices.

Dated thisday of.....

Bidder's Signature

Seal

Bidder's Address

TENDER CONDITIONS

1. In Commercial Questionnaire, few questions towards various important commercial terms and conditions has been given. It is necessary to reply all the questions and furnish the information as mentioned therein.
2. The bidders are requested to furnish complete Technical details for their security services. In case any information is not available, no query shall be made and comparison shall be made on the basis of available information.
3. The bidders may kindly note that the offered prices should strictly be in conformity to the price schedule given in tender form. No deviation in the same is acceptable and if deviated the tender shall be liable to reject.
4. Offers are to be submitted in duplicate.
5. A list of past security services provided by the bidders and also related performance certificate from such organizations should also be furnished along with the offer.

6. PROCEDURE FOR THREE-PART BIDDING :-

- 6.1 Please note that the bid will not be opened at the time of tender opening, if Earnest Money Deposit as per "General terms and conditions" is not deposited in cash or demand draft for the value of tender, unless exempted by the Company.
- 6.2 In certain cases, confusion do take place regarding furnishing of earnest money since the envelopes are not properly super-scribed and sealed by the bidder. It is therefore intimated to all the bidders that their offer should be submitted in five envelopes as under :-

i. **ENVELOPE-I** This envelope should contain a covering letter with earnest money. The cover of the envelope should be suitably super-scribed with the details of earnest money and tender specification number. The envelope should be sealed properly.

ii. **ENVELOPE-II** This envelope should contain the Technical bid.

iii. **ENVELOPE-III** This envelope should contain Commercial bid.

iv. **ENVELOPE-IV** This envelope should contain price bid with following details;

- (a.) This envelope should contain Price bid which shall comprise of Schedule-I 'Prices and Quantities' and any other relevant information which the bidder may deem fit and may affect the financial commitment. Price bids of such of the bidders whose bids are found acceptable technically, commercially and as per relevant terms and conditions of the specification only shall be opened. The date of opening of price bid has not been indicated in the tender document and shall be intimated separately. The discretion in this respect shall entirely be of the Company and binding on all the bidders. As mentioned above Part-II/III

technical and commercial shall be opened initially and price bids are opened thereafter.

(b.) Bidders are allowed to modify their prices before opening of price bid by submitting such modified prices in a sealed cover. The allowed modification of prices could be by way of offering discount or lowering quoted prices in the original tenders only. Any upward revision of prices would be ignored. In the event of a bidder revising its prices, as mentioned above, both the price bids would be opened and read out at the time of price bid opening.

- v. **ENVELOPE-V** This large envelope should contain the above four envelopes. The cover of the envelope should be suitably super-scribed with the details of tender specification number, company name etc. The envelope should be sealed properly.

In case, the above instructions are not followed properly no representation at the time of tender opening will be entertained and such bids will not be opened. The tenders should reach the office of Purchaser, on or before 3.00 PM on due date of opening. The tenders received after 3.00 PM on due date, due to any reason whatsoever including postal delay etc., will not be considered and will be returned unopened. It is the responsibility of the security agency to ensure that the tender and earnest money are received in the office before the specified time and date. The tenders will be opened in the office of the Purchaser, at 3.30 PM on due date.

Bidders are requested to make a note of the fact that we have a time bound plan for a number of inter-related activities and as such it will not be possible to entertain any request for extension in due date of opening of bids against this tender specification.

7. In case of SSI/NSIC units, it should be ensured that a photocopy of registration certificate is furnished with the original bid. If this is not complied with, the bid will be rejected. The registration should be valid at the time of submission of bid. It may please be noted that if NSIC registration is not valid on the date of tender opening and bidder has applied for the same then their revalidation should reach the office of **Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur** before opening of price bid otherwise their price bid shall not be opened.

8. SSI/NSIC certificate should clearly indicate validity period of the registration. In case this is not specifically indicated the registration will be treated as invalid and offer will be ignored. **Validity of certificate should be available minimum upto the period of validity of bid.**

9. Tenders should be furnished duly bound or firmly stitched in duplicate. Each copy should be complete in all respects i.e. all enclosures should be attached separately with each copy. All pages/pamphlets/drawings/certificates should be numbered serially.

10. We have enclosed a questionnaire along with the specification titled as "Commercial Questionnaire". Please note it is obligatory on the part of bidder to furnish all details as per this questionnaire. In case any information is not furnished, we will be at liberty to reject all such tenders.

11. Earnest Money :-

- i. The required earnest money i.e. ` **31,500.00 (Thirty One Thousand Five Hundred) only** in the proper form should be deposited in a separate

envelop duly super scribed "Earnest Money against Tender Specification No. **LDET- 02/2017-18 due on 10.11.2017**". The Earnest Money in cash, should be deposited with the Regional Accounts Officer, MPPTCL SLDC A/C, Jabalpur, in which case the bidder should submit the money receipt in the office of the **Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur** prior to the due date and time of tender opening.

In case of non-receipt or delay in receipt of earnest money due to any reason or if the bidder fails to super scribe on the envelope containing the tender, the details of earnest money deposited by him, the Company shall not accept any responsibility and the bids received shall be rejected and shall be returned to the bidders.

The earnest money as specified in clause-2 of "General Terms and Conditions for providing Armed/Unarmed Security Services" shall be submitted in separate cover. If the earnest money is not submitted or if the earnest money amount is inadequate, the bids shall be summarily rejected and shall not be read out. Those who have been exempted from submission of earnest money and those who are given concession in submission of earnest money are described in details in the aforesaid clause of General Conditions.

- ii. It may please be noted that in no case whatsoever the condition of submitting the earnest money will be waived or relaxed for the firms which do not fall in the specified categories.
- iii. Earnest money will be accepted in the following forms.
 - (a) **In-Cash**: Earnest money against relevant tender specification shall be deposited with "Regional Accounts Officer, MPPTCL SLDC A/C, Jabalpur". The money receipt, issued by the RAO, in original, should be submitted by the bidder in a separate sealed cover. This sealed cover should also indicate details of money receipt (viz. money receipt number and date, value of earnest money deposit and tender specification number for which earnest money has been tendered).
 - (b) **By Bank Draft**: in favour of "RAO, MPPTCL-SLDC , Jabalpur". Demand Draft should be submitted by the bidder in a separate sealed cover. This sealed cover should indicate details of Demand Draft.
 - (c) Please note that cheque, F.D.R., Bank Guarantee etc. will not be accepted towards earnest money under any circumstances.
- iv. Tender envelopes will not be opened, if on opening of the earnest money envelope, it is revealed that the same is not furnished in the proper form.
- v. In case on opening of the tender envelope, it is revealed that the earnest money is inadequate, then in such case, the tender documents would be returned.
- vi. In case it is not super-scribed on the tender envelopes that earnest money deposit has been furnished, it will be presumed that the earnest money has not been submitted and the envelopes will be returned unopened. The bidder will be responsible for such lapse and in no case, such tender will be considered.

12. The tenders shall be valid for a period of 6 months from the date of opening of techno-commercial offers. The Company reserves the right to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the order placed by the Company within the validity period. The earnest money deposit will be refunded to the unsuccessful bidders.

13. While submitting the tender, it shall be ensured that the schedules are strictly in prescribed forms. The bidder may use the original forms of schedules supplied with the tender specification or may use separate sheets. The tenders should be completed with all schedules attached to the specification including the questionnaire, guaranteed particulars etc. This is very essential. The questionnaire should be answered in full otherwise the tenders are liable to be rejected.

14. The bidder is requested to go through the specification schedules, notes and all enclosures carefully. Doubts if any should be got clarified well in time by writing to the Purchaser. Responsibility of submitting the tender in time shall rest with the bidder.

15. The Company reserves the right to reject any or all tenders or to accept any tender considered advantageous to the Company whether it is the lowest tender or not and no reasons will be assigned by the Company for this and this will be binding on the bidders.

16. Tenders will not be considered unless it is accompanied by an Income-tax clearance certificate in the form prescribed by the Income-tax Department.

17. In case the date of opening of the tenders is declared a holiday, the tenders will be received and opened on the following working day at the specified timings without any prior intimation.

18. When tenders are delivered by special messenger, the same should be deposited in the tender box kept in the office on working days between 10.30 AM to 5.30 PM and up to 3.00 PM on due date of opening of tender. No receipt shall be given for tenders delivered by hand.

19. Telegraphic offers will not be considered. Tender received after specified hours and date will not be considered and will be returned unopened. The Company will not be responsible for the postal delay in delivery of tender.

20. All tenders should be made out in English. Quotations, if submitted in any other language must be accompanied by English translations.

21. Completeness of offer:

Before submission of their offer the bidders have to ensure its completeness in regard to all qualifying requirements. The bidders have to ensure that required certificates of experience, performance, etc., as required elsewhere in this document are necessarily attached with their offer. It needs to be appreciated that sufficient time is being allowed between invitation of tender and its opening. Bidders in case of doubt may feel free to seek clarifications required by them before submitting their offer. The Company may or may not seek any clarification on the details furnished in the offer of individual bidder. Non submission of any details or document required may render their tender offer liable for rejection.

22. Award of contract, if L-1 bidders are more than one: If it is found that there are more than one L-1 bidder, then selection of bidder shall be made as per the following methodology in sequential way:

Option (I) Taking discount percentage from all L-1 bidders in sealed envelopes. However, the final percentage arrived after discount shall in no case be less than the minimum percentage specified in the tender.

Option (II) If no result is found in adopting Option(I) then by allotment on the basis of mutual consent.

Option (III) If no result is found in adopting Option (I) and (II) then by following Lottery System ensuring suitable distribution of work.

Option (IV) Any other alternate depending upon the circumstances.

The decision in this regard will be taken by MPPTCL as per circumstances encountered at the time of finalization of tenders.

GENERAL TERMS AND CONDITIONS

1. Submission of Bids :-

For this purpose, tender conditions enclosed with the tender form shall apply.

2. Earnest Money :-

- (i) Earnest Money must be submitted with the bid. The amount of earnest money deposited shall be ` **31,500.00 (Rs. Thirty One Thousand Five Hundred) only.**
- (ii) Following are exempted from payment of Earnest Money.
 - a. Registered small scale industries of Madhya Pradesh. The registration should be permanent and for the items quoted in the tender.
 - b. M.P. State / Central Government undertakings. Fully owned State Govt. Manufacturing unit with 100% Govt. shares.
 - c. Small-scale units enlisted with the National Small-scale Industries Corporation for Central Govt. Stores Purchase Program.
- (iii) The manner in which earnest money shall be furnished is described under Tender conditions.
- (iv) The facility of Permanent Earnest Money has been discontinued and hence the earnest money shall have to be furnished separately for individual tenders for procurement.

3. DUTIES & TAXES :-

The rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contractor Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, applicable taxes, service charges etc.

4. LABOUR LICENSE :-

- a. **The contractor will have to obtain the license from the Govt. Labour Officer, Jabalpur/Bhopal under the provisions of the contract labour (Regulating & Abolishing) Act or any other act applicable to the contract from time to time**
- b. The contractor shall submit license from the controlling authority as laid down under sections 5, 6 and 11 of the private Security Agencies (Regulations) Act-2005.

5. CONTRACT AGREEMENT & UNDERTAKING :-

The contractor shall be required to enter into an agreement as well as furnish an undertaking. Both, the contract agreement and undertaking shall be executed separately on non judicial stamp paper worth ` 500.00 with revenue stamp of ` 1.00 affixed thereon, within 10 days from the date of issue of order. The cost of stamp paper and stamps shall be borne by the contractor.

6. COMPENSATION :-

Contractor is required to use his own arms. He shall have to obtain his own Arms / Ammunitions and get license for the same. In case of any injury / fatality to any person due to firing by security personnel of contractor, the MPPTCL will not be held responsible for the same and compensation / damages due to such firing under the law of the land shall be borne by the contractor.

7. TERMS OF PAYMENT :-

100% payment of monthly bill will be made through running non-objected bills within 30 days after submission of bills in triplicate. Bills shall be submitted on monthly basis after the completion of the month. MPPTCL shall not be liable for any interest due to delay in payment. It will be sole responsibility of the contractor to pay Goods & Service Tax, if applicable, to the concerned department.

8. EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952 :-

“The provisions (s) of employee’s provident fund and miscellaneous provisions ACT 1952” with subsequent up to date amendments shall be applicable and binding on contractor. Further, the provision of contract labour (Regulation & abolition) ACT1970 shall also be applicable and binding on the contractor.

It shall be contractor's responsibility to remit the amount towards Employee Provident Fund Contribution of personnel, engaged by him along-with their contribution in accordance with the provisions of existing EPF rules, to EPF Commissioner, with in the specified time. It will be necessary for the contractor to submit a statement to **The Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur / E.E. (Sub-LDC), Bhopal** showing the amount of EPF Contribution made.

The following instructions are to be followed for statutory compliance and proper implementation of the EPF Act :-

- a. The definition of the work Employee includes any person employed directly by the establishment on work charged/NMR or by or through the contractors including daily rated or piece rated employees.
- b. Every employee shall have to be enrolled for the membership of Employees Provident Fund from the date of his joining i.e. deductions towards EPF are to be effected from the 1st day of employment.
- c. The contractor shall be responsible for deduction towards EPF contribution from workers & will ensure remittance to the O/o EPF commissioner.
- d. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law.

- e. The contractor shall ensure the disbursement of wages in presence of authorized representative of the Principal employer. Further proof of payment to the employees need to be submitted with each running bill.
- f. If the contractor fails to make payment of wages or remittance of EPF Contribution in accordance with the provisions of the law, it will be treated as breach of agreement and suitable action like Blacklisting may be taken. In this case the Principal employer shall make payment of full wages or the unpaid balance due, as the case may be, to the contract labour employed by the O/o EPF Commissioner and recover the amount so paid from the contractor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

9. INSURANCE :-

The security agency shall, at all the times during the tenure of this contract at his own expense insure and keep insured in the name of the company with any of the Nationalized General Insurance Companies covering all liabilities under the Workmen's Compensation Act.

During the continuance of this contract, the security agency shall pay all premium and sums of money necessary for keeping this insurance policy on foot and deliver to the company the receipt of such payment within seven days before the same shall have become due.

The service provider/contractor shall ensure that the compensation benefit under "Pradhan Mantri Suraksha Bima Yojna" shall be made available to the skilled/unskilled workers deployed by the contractor.

10. PENALTY :-

- (i) MPPTCL shall have the right to impose cash penalty on the security agency or deduct such amounts from its payment due or security deposit in case of default by security staff or breach in performance or if MPPTCL is put to any financial loss directly or indirectly by any act of commission or omission on the part of the security agency or its employees.
- (ii) A penalty equal to the wages of persons less deployed shall be deducted from the Security Agency bill.
- (iii) If any guard is found on duty without rifle, will be treated as absent from the work, and a penalty equal to the wages of the guard shall be deducted from the Security Agency bill.
- (iv) If any guard is found on duty without identity card, uniform, lathi, whistle, torch etc. a penalty of ` 50.00 per shift per guard will be imposed, and shall be deducted from the Security Agency bill.
- (v) If any theft / mal practice occurred in duty hours of guard, due to absence or sleeping on duty, suitable action will be taken against the Security Agency to recover such losses.
- (vi) Goods & Service Tax shall also be applicable on penalty.

11. SECURITY DEPOSIT :-

On acceptance of offer the successful tenderer will have to deposit immediately as security an amount of 10% of the annual contract value in any of the following forms for the due and faithful performance of contract.

Security Deposit may be made in the form of Demand Draft / Bankers Cheque / Pay Order / Bank Guarantee drawn on any Nationalized / Scheduled Bank in favour of "RAO, MPPTCL- SLDC , Jabalpur".

The security deposit shall be refunded to the security agency within 6 months after the completion of the contract period provided the contractor fulfils all the conditions of the contract to the satisfaction of the Engineer-in-charge and then apply for refund of SD.

12. TERMINATION :-

In the event of any breach of the terms of the order, the contract can be terminated by giving a clear notice of 30 days by the MPPTCL to the contractor.

- (i.) The contractor has to arrange an interaction of all the guards proposed for deployment before, the date of start of contract. MPPTCL reserves the right to reject / disqualify any Guard / Employee without assigning any reason.
- (ii) The Director of the Private Security Agency, if fails to comply the directives of the local District police / Collector / IG (Enforcement), MP Power Management Company Limited, Jabalpur suitable action shall be taken and contract can be terminated also.

13. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS :-

Any amount recoverable from the successful bidder against earlier contract with the Company will be adjusted from payment due against the contract that may be awarded under this specification.

14. DEPARTURE FROM THESE CONDITIONS & SPECIFICATIONS :-

Should the bidder desire to depart from these conditions and or related specifications in any respect, he shall draw attention to such departures stating fully the reasons thereof. Unless this is done, these conditions and concerned specifications will hold good.

15. JURISDICTION :-

The contract shall, in all respects, be construed and operated in conformity with the Indian Law and be a subject to the jurisdiction of the Jabalpur Court only.
