

☐ :0761 – 2702744, 2702753

FAX : 0761-2970119

## MP POWER TRANSMISSION CO. LTD.



TENDER SPECIFICATION NO.

# LDET-04/2023-24

FOR

### HOUSEKEEPING OF SLDC BUILDING & UPKEEP OF LOAD DISPATCH GARDEN

LAST DATE OF SUBMISSION ONLINE :-25.01.2024 TILL 15:00 Hrs.

DUE DATE OF OPENING OF TECHNO COMMERCIAL BID:- 29.01.2024 AT 12:30 Hrs.

**O/o THE SUPERINTENDING ENGINEER (LD:E&T)  
STATE LOAD DISPATCH CENTRE  
MPPTCL, NAYAGAON, JABALPUR.**

Cost of Tender Document: - Price: ₹. 1,180.00 (Including GST @18%)

LDET-04/2023-24

**OFFICE OF THE SUPERINTENDING ENGINEER (LD:E&T)**  
**STATE LOAD DISPATCH CENTRE**  
**M.P. POWER TRANSMISSION CO. LTD., NAYAGAON,**  
**JABALPUR**

**TENDER SPECIFICATION NO. LDET-04/2023-24 FOR**  
**HOUSEKEEPING OF SLDC BUILDING & UPKEEP OF LOAD**  
**DISPATCH GARDEN**

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LDET-04/2023-24

**MADHYA PRADESH POWER TRANSMISSION CO. LTD.**

**(A wholly owned Govt. of Madhya Pradesh Undertaking)**

CIN : U40109MP2001SGC014880, GSTIN : 23AADCM4432C1Z3

STATE LOAD DISPATCH CENTRE, NAYAGAON, Jabalpur (MP) 482008 Phone : (0761)270-2744, 270-2753, Fax - :0761-2970119

WS : [www.sldcmpindia.com](http://www.sldcmpindia.com), e-mail: [seldentmp@gmail.com](mailto:seldentmp@gmail.com)

## **TENDER NOTICE**

PHONE:0761-2702744, 2702753

### **E-TENDER SPECIFICATION NO. LDET-04/2023-24 FOR HOUSEKEEPING OF SLDC BUILDING & UPKEEP OF LOAD DISPATCH GARDEN**

1. Sealed tenders are invited from experienced and eligible Contractors having Registration with MPPTCL/MPPMCL/MP Discoms/ Govt. of MP for Housekeeping of SLDC Building and Upkeep of Load Dispatch Garden.
2. **QUALIFYING REQUIREMENT OF THE BIDDER:-**
  - 2.1. The bidder should have experience for Housekeeping Work in reputed organization preferably in Govt. & Public Sector / Autonomous body for at least three years. The bidder should be registered with MPPTCL/ MPPMCL/MP Discoms/ Govt. of MP for Housekeeping of SLDC Building and Upkeep of Load Dispatch Garden. (Bidder is required to submit list of clients along with satisfactory performance certificate from such clients).
  - 2.2. **EPF A/c Number:-**The firm/individual bidder should have an EPF A/c Number in his own name/in the name of firm issued by Regional Provident Fund Commissioner.
  - 2.3. **ESIC A/c Number:-**The firm/individual bidder should have an ESIC A/c Number in his own name/in the name of firm.
  - 2.4. **Income Tax Returns & PAN Card:-**Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2020-21, 2021-22 & 2022-23] and PAN card in the name of Firm/Contractor shall have to be uploaded along with bid.
  - 2.5. **GST Registration Certificate:-**The firm/individual bidder should possess a valid "GST Registration Certificate" in his own name/in the name of firm.
  - 2.6. **Labour License :-**The firm/individual bidder should possess a valid Labour License issued by Labour Department, GoMP to engage labour in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970". In case the aforesaid license is not available an undertaking shall have to be given regarding making the same available within 15 days' time on receipt of Work Order.
  - 2.7. **Financial Criteria :-** Bidders are required to submit CA certified standalone audited balance sheet and working capital in prescribed format Schedule -7 for the last financial year in place of solvency certificate. The last year working capital of participating bidders with line of credit from a scheduled commercial bank in prescribed format must be more than ¼ th of the annual financial commitment of the substations / locations covered under the lot/lots quoted by them plus similar type work of substations / location of MPPTCL system in hand.

The bidder should also furnish copy of the following documents :-

- a. Registration Copy with MPPTCL/ MPPMCL/ MPPGCL/ MP Discoms/Govt. of MP.
  - b. EPF Registration Certificate.
  - c. ESIC Registration Certificate.
  - d. GST Registration Certificate.
  - e. Labour License.
  - f. Income Tax return for last 3 Income Tax Assessment years [i.e. 2020-21, 2021-22 & 2022-23].
  - g. Financial Criteria (CA certified standalone audited balance sheet and working capital) in prescribed format for the last financial year (Schedule-7).
  - h. Past experience & Performance certificate in similar type of work.
- 2.8.** In case of individual bidder, he himself should possess the qualifications as above (2.1 to 2.5).
- 2.9.** It is essential that GST Registration Certificate, Labour License & EPF Registration should bear exactly the same name of the applicant as indicated by him in Schedule-I. The order shall be issued in the name of individual/ Firm as per the name indicated in Labour License only. In case of any mismatch in the name printed on aforesaid 3 No. documents offer shall be rejected.
- 2.10. Performance of the Bidder :-** For bidders having executed work in MPPTCL, "Performance Report" in MPPTCL of the Bidder shall be observed & it should be "**Satisfactory**" in respect of all earlier and running contracts. (The bidder shall have to submit Work Completion Certificate). In case of bidder (not executed any work in MPPTCL), work performance certificate from other department where he has executed work shall be required. Offers of such bidders who have poor track record of performance in earlier contracts are liable to be rejected.
- 2.11. Details of ongoing works-** Bidders who have executed similar types of jobs in past shall have to give details of ongoing works in **Schedule-6**.
- 3. PURCHASE/DOWNLOADING OF TENDER:-**
- 3.1.** Cost of the Tender Document is **₹. 1,180.00** [including GST]. The tender document is also available on MPPTCL's web site & SLDC website in a downloadable format for observation. No fee for downloading of bid documents is required, however cost of Tender document mentioned above, i.e. **₹. 1,180.00** shall be compulsorily deposited by the Firm / Bidder, while submitting the bid online. It is obligatory for the bidders to purchase tender document for participation in the tender. Tender document can be purchased only online and downloaded from main portal <http://www.mptenders.gov.in> by making online payment for prescribed non-refundable tender document cost using online Payment Gateway Services integrated to the e-Procurement System. Services & Gateway Charges shall be borne by the bidder. Only in case the tender is dropped without opening, the tender cost shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. It is mandatory for all the bidders to pay tender document cost to participate in the tender. No exemption to tender cost is given.
- 3.2.** Other details can be seen in the complete tender document available on e-portal <http://www.mptenders.gov.in>
- 3.3.** \*For updated/extended due date for opening of tender (EMD, qualifying requirement & techno-commercial requirements) please refer online key dates.

4. Since the online bidders are required to sign their bids online using class III- Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2<sup>nd</sup> Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500/269, E-mail: [brahme@mpsdc.com](mailto:brahme@mpsdc.com) and [support-proc@nic.in](mailto:support-proc@nic.in). or helpdesk Telephone No.0120-4001002/ 4000462/ 4001005/6277787.
5. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
6. The bidders are required to invariably upload the documentary evidence of submission of EMD (or EMD Exemption certificate if applicable) without which Techno-commercial offer shall not be opened.
7. No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the tender shall be rejected.
8. The corrigendum or addendum to the bidding documents, if any as well as any change in due date(s) of opening of tender will be published on the website <http://www.mptenders.gov.in> & also Company's website <http://www.mptransco@nic.in> **but will not be published in newspapers**. Hence participant bidders are advised to regularly visit the websites until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date (s).

The date of opening of EMD & Techno-Commercial Bid shall be the date of opening of tender for all purposes.

#### 9. **KEY DATES:-**

Bidders shall be required to submit their Bids on e-procurement portal of purchaser / service provider and hard copy is required to be submitted in the office of purchaser / service provider. The important Key Dates are as under :-

Sr. No.	Tender Stage	Particulars	Date & Time
1.	Publication of tender date online	Tender Purchase online	04.01.2024 17.00 Hrs.
2.	Document download start date	-	04.01.2024 17.30 Hrs.
3.	Seek clarification Start Date	-	-
4.	Seek clarification End Date	-	-
5.	Pre-Bid Meeting	-	-
6.	Bid Submission Start Date	-	08.01.2024 10.30 Hrs.
7.	Bid Submission End Date (On line submission)	-	25.01.2024 15.00 Hrs.
8.	Bid Opening Date (EMD & Techno Commercial Bid opening)	-	29.01.2024 12.30 Hrs.

9.	Financial / Price Bid Opening Date (For qualified tenderers only)	(Price Bid-Online)	Will be informed later.
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**Note:-**

- i. The tenderer has to quote their rates online only in Price Schedule. The price bid shall be uploaded online as per schedule of key dates. Please note that the Schedule of Price bid will not be accepted physically. In case Financial / Price bid is submitted physically the offer/bid will be rejected. The offer of the eligible tenderers for the respective item shall be opened online as per key dates.
- ii. The tenderers have to submit copy of e-receipt for EMD if submitted on line on portal.
- iii. The date of opening of financial bid / price offer may vary depending upon time taken in techno-commercial evaluation. The tenderers may please keep themselves updated of price offer opening date from the e-portal.
- iv. In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at specified timing.
- v. For further details, please visit our web site, [www.mptransco.nic.in](http://www.mptransco.nic.in) & <http://www.mptenders.gov.in> / [www.sldcmpindia.com](http://www.sldcmpindia.com) .

**Date: 04.01.2024**

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

# **TENDER FORM**

## **TENDER SPECIFICATION NO. LDET-04/2023-24**

### **FOR HOUSEKEEPING OF SLDC BUILDING & UPKEEP OF GARDEN MPPTCL, NAYAGAON, JABALPUR**

The undersigned hereby tenders and offers (subject to Company's conditions of tendering) the M.P. POWER TRANSMISSION COMPANY LIMITED, (hereinafter referred to as 'Company') for House Keeping of SLDC, Building & Up keep of Garden which is described or referred to in the enclosures and schedules to the Tender Specification No. LDET - 04/2023-24 copies of which are annexed hereto and which under the terms thereof are to be provided by the Contractor 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 (i) General Terms and Conditions (ii) Special Terms and Conditions (iii) Questionnaire for Commercial Terms and Conditions (iv) 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 in such a way that may be advantageous for the Company. Company's decision in this regard will be final. The tenderer will have no right to furnish any technical or commercial clarifications after opening of the bid which may in any way alter the offered prices.

Scanned copies of documentary proof for Online payment towards cost of Tender Specification No. **LDET-04/2023-24** and Earnest Money has been uploaded on the portal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(Tenderer's Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Dated this \_\_\_\_\_

**Signature, Name & Seal of Bidder**

# **SECTION-1**

## **SCOPE OF WORK & SPECIFICATION**



**Section-I****SCOPE OF WORK**

<b>S. No.</b>	<b>Description of Work</b>
<b><u>PART- 1.HOUSE KEEPING OF LD BUILDNG</u></b>	

1. Brooming, Sweeping and Mopping of all floors with phenyl water followed by detergent, beginning from Porch area (approx. floor area 3000 sq mt.). This includes floors of all Office rooms, Halls, Scada room, Control room, Conference room, Carrier room, Reception area, Staircases, Corridors etc. The brooming work covers not only floor areas, but also the daily brooming and cob web removals from all rooms, corridors, staircases, railings, porch etc. upto reachable height without damaging any lighting fixtures, A/c diffusers, equipment's, cabinets etc.

The above brooming, sweeping & mopping are to be carried out on day to day basis before commencement of office hours. This also includes cleaning of spittoons, collection of debris/garbage collected by brooming & sweeping and then dumping daily and burning it weekly at the specified & decided place.

2. External area cleaning of Load Dispatch Complex (including terrace, water tanks, vehicle stand, Path way around SLDC, Building etc.). This also includes cleaning of trenches & cob web daily.

3. Cleaning of both the sides of all glass partitions once in a month, glass doors especially at the entrance, glass cabins & windows with soft cloth / paper daily and with chemicals once weekly.

4. Washing / cleaning of floors and walls of 10 Nos. of toilets upto reachable height with recommended detergent and then cleaning of all sanitary wares with toilet cleaner followed by spraying phenyl daily. Minimum 03 Nos. of Naphthalene balls shall be placed in each of the urinals & wash basins weekly. There are total 13 No. urinals, 11 No. wash basins & 10 No. Toilet Seat (Commode) in SLDC complex. Providing hand wash / liquid soap in all toilets.

5. Cleaning of DG Room & AC Plant Room twice in a week.

6. Cleaning / dusting of Computers and its accessories / peripherals installed in SCADA Room, Control Room, Conference Room, ABT Room etc. with Colin / Soft cloth once in a week.

7. Cleaning & Washing of all floors & porch by water and detergent / floor cleaners on every Sunday.

8. Cleaning of Filters and Cooling Coils of six Air Handling Units twice in a month.

9. Cleaning of 2 No. Cooling Towers located in garden twice in a month.

10. Cleaning of 2 No. Water tanks provided at roof of building once in a month.

11. Cleaning of false ceiling, on six monthly basis.
12. Cleaning of drainage system & drainage tank, if required.
13. Providing manpower assistance for collection of material from area store, shifting / placement of material within LD building and for other maintenance work, as and when required.

**PART- 2. UPKEEP OF LD GARDEN :-**

1. Cleaning of L.D. Garden with bamboo brooms, watering of plants & trees, weeding of complete L.D. Garden arena and disposal of waste along with other garbage at a suitable location as decided by the Engineer-in-Charge, dressing of land etc. to be done as and when required.
2. Grass cutting / pruning of lawn and trimming of plants, trees & hedges, cleaning and clearing of all drains and trenches, once in a month. Cutting of shrubs & bushes surrounding 10 mtrs of LD building, once in every 6 months.
3. Preparation of flower beds with Cow dung manure and Kappu soil, plantation of seasonal plants, filling of earthen/cement pots with manure and Kappu soil is to be done as and when required.
4. Application of fertilizer, pesticides etc. as and when required and the expenditure incurred to be borne by the contractor.
5. Ensuring safety and security of plants and pots.
6. For upkeep of garden one person having experience of garden shall be provided.

**PART- 3. REMOVAL OF HONEY BEE HIVES :-**

1. Removal of honey bee hives from time to time, particularly near the entrance and wherever found in and around the building, throughout the year in order to avoid inconvenience caused by them to the personnel. The honey bee hives shall be removed by the contractor within 3 days of intimation by Engineer In Charge.
2. Cleaning / clearance of the dark spots caused by removal of bee hives.

**Note :-**

- (a) Scope of work is inclusive of all necessary consumables, tools, tackles etc. required at the cost of contractor.
- (b) The laborer's engaged for this work should be well conversant with the work involved and safety rules. They must be provided with all safety appliances, tools, tackles etc.
- (c) If drains are choked, contractor shall be responsible for getting them cleared.
- (d) The laborer's for L.D. Garden maintenance are required to be well conversant with maintenance of garden. They must be provided with all safety appliances, tools, tackles etc.

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

**1.0.0** The minimum wages for the labors shall be as per unskilled labour rates as fixed from time to time by Govt. of MP. No Over Time / Travelling Allowance, Extra Wages will be paid by MPPTCL. The details of work to be carried are as under:-

- The Contractor shall have to obtain license from Govt. Labour Officer, Jabalpur under the provision of contract labour (Regulation & Abolition) ACT 1970 or any other act applicable to the contract from time to time.
- The Contractor shall follow the provisions of Rules and Regulations framed by the Govt. from time to time and applicable under this contract.
- The Contractor shall submit the monthly running bill to the **Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur** who will transmit the same to the RAO, MPPTCL, Jabalpur after due verification for making the payment.
- The Contractor shall employ and provide requisite number of labors who are medically and physically fit for the job. The Contractor shall also ensure that all the workers are free from any infectious disease before deployment of work.
- 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 ensure that, the compensation benefit under “Pradhan Mantri Suraksha Bima Yojana” shall be made available to the worker deployed by the contractor.
- The Contractor shall also have to indemnify for losses / expenses / damages sustained, penalties/fines if payable by MPPTCL resulting directly or indirectly from Contractor's 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.
- All costs, damages or expenses which MPPTCL may suffer due to negligence of the labors shall be borne by the Contractor.
- Minimum 08 unskilled labors shall be required to engage on each day. Persons engaged in the work should not be below 18 years of age & should be physically fit for the desired work. Out of eight labors deployed under the contract at least one labour should be well conversant with gardening work.
- On absence of any labour, the contractor will immediately arrange the substitute labour with due permission of Engineer-in-Charge failure to engage suitable replacement a penalty as per relevant clause of this tender shall be imposed. It is also required that the

labour deployed at SLDC shall not be replaced frequently during the contract.

- The Contractor shall keep the names and addresses of the labours posted in the premises of SLDC well informed.
- No idling charges will be payable by the MPPTCL for any reason whatsoever to the Contractor for the stoppage of the work.
- 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 labors will be on the part of the contractor. Payment by the MPPTCL to the agency shall be as per contract rate in which the labour cost (prevailing minimum wages and EPF, ESIC while, applicable on minimum wages) shall be variable on revision of it by Labour Commissioner from time to time. No extra wages on account of over time etc. shall be payable by MPPTCL.
- The Contractor shall make the regular payment of salaries and wages through cheque / online to its personnel engaged under the contract, in presence of Engineer-in-Charge or his authorized representative, and a duplicate copy of salary sheet duly signed by each worker along with requisite proof of payment of minimum wages(Bank account statement), EPF(Challan/ECR), ESIC if applicable shall be submitted by the contractor to the Superintending Engineer (LD:E&T), Jabalpur.
- All the workers have to be insured mandatorily under ESIC scheme if applicable to the area from "Workmen Compensation Act", Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Jeevan Suraksha Yojna etc. for accident cover etc. as per Govt. rules in force. The 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.
- All the financial and other liabilities of the labors shall rest with the Contractor. The Contractor 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, ESIC and various other Acts as applicable from time to time with regard to the personnel engaged by the Contractor for MPPTCL. MPPTCL will not have any responsibility in case of mishandling, accident or death of any worker.

## **2.0.0 FINANCIAL ASPECTS :-**

- 1) Income Tax / Goods & Service Tax imposed by State / Central government will be deducted from bill as per rules, if required.
- 2) The applicable Goods & Service Tax shall be reimbursed to the Contractor on production of proof of having paid the same / proper GST invoice to the concerned Department.

- 3) 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 the remittance of EPF contribution in accordance with the provision of EPF Act 1952 & latest circulars of M.P. Govt. in this respect.
- 4) The due date of depositing EPF to the EPF commissioner is 15<sup>th</sup> of subsequent month in which amount of EPF is deducted. Therefore, it should be ensured that the same is deposited on or before 15<sup>th</sup> of subsequent month in which amount of EPF is deducted positively.

**3.0.0 ENGAGEMENT / DEPLOYMENT OF WORKERS :-**

- i) The Contractor before actually deploying workers, shall obtain character / antecedent certificate of the individual concerned from the police station of his permanent residential address and from all those police stations where under he has resided for more than three years.

The worker provided by the Contractor : -

- a. Should be a citizen of India.
  - b. Should have completed 18 years of age but not attained the age of 55 years.
  - c. Should have satisfactory character and antecedents.
  - d. Should fulfil physical standards.
- ii) The labors provided for Housekeeping of SLDC Building shall be well trained and should have enough experience of such works.
  - iii) Before actually deploying the labors, the Contractor shall have to submit 03 photographs of each proposed labour with complete and certified permanent residential address and local address. One each of these copies for :-
    - a. Office record.
    - b. Identity Card.
    - c. Another photograph displaying side profile of the individual concerned.
  - iv) 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.
  - v) Out of 08 workers deployed, one worker shall have experience of garden maintenance & upkeeping.

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

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## **SECTION-2**

### **INSTRUCTIONS TO BIDDERS FOR ONLINE REGISTRATION ON E-PORTAL AND ONLINE BID SUBMISSION**

**INSTRUCTIONS TO BIDDERS FOR ONLINE  
REGISTRATION ON E-PORTAL & ONLINE BID SUBMISSION**

**1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:-**

- 1.1 Bidders are requested to submit their offer as per conditions of this bidding document. In case of any deviation from conditions as specified herein, the offer will not be accepted.
- 1.2 The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal. More information useful for submitting online bids on the MP TENDERS Portal may be obtained at <https://mptenders.gov.in/nicgep/app> wherein the details and relevant links are available in the Bidders Manual Kit on the right pane of website which is also given as under:-

**Bidders Manual Kit - Open Source Software Link**

<b>Sr. No</b>	<b>Particulars</b>	<b>Downloads</b>
<b>1.</b>	Notice to Bidders	notice_to_bidders_v906.pdf
<b>2.</b>	Registration of Bidders	Bidder_Registration_Manual_Updated_v906.pdf
<b>3.</b>	Uploading of My Documents	MyDocument_Updated_v906.pdf
<b>4.</b>	Online e-Bid Submission	Three_Cover_Bid_Submission_New_v906.pdf
		Two_cover_bid_submission_new_v906.pdf
		Four_cover_bid_submission_new_v906.pdf
		Single_Cover_bid_submission_New_v906.pdf
<b>5.</b>	Online Bid Withdrawal	bid_withdrawal_updated_v906.pdf
<b>6.</b>	Online Bid Re-submission	Bid_Resubmission_Updated_v906.pdf
<b>7.</b>	Clarifications (Tender Status, My Archive...)	Enquiry_Updated_v906.pdf
<b>8.</b>	Trouble Shooting	troubleshoot_document_v906.pdf
<b>9.</b>	BoQ Preparation Guidelines	ItemWise_BOQ_New_v906.pdf
		Percentage_BOQ_Updated_v906.pdf
		ItemRate_BOQ_Updated_v906.pdf

**2. REGISTRATION :-**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrolment" on the MP TENDERS Portal.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**3. SEARCHING FOR TENDER DOCUMENTS :-**

1. There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc. to search for a tender published on the MP TENDERS portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**4. PREPARATION OF BIDS :-**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Bidder should note the number bid documents including the names and content of each document that needs to be uploaded. Any deviation from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual



reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS :-**

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) Bidder has to upload scanned self-certified copies of credential/PQR documents against tender as specified in NIT.
- 3) Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “online” for payment of the tender fee / EMD as applicable.
- 5) For submission of EMD, the bidder has to opt for “exemption” option on the website and upload the scanned self-certified copy of EMD document as per NIT towards exemption from e-submission of EMD amount. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- 6) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Schedule of Prices format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the Schedule of Prices file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the Schedule of Prices file is found to be modified by the bidder, the bid will be rejected.
- 7) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**6. ASSISTANCE TO BIDDERS :-**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk telephone No 0120-4001002.

**7. BID SUBMISSION:-**

Bidders should duly upload the documents and fill the tender. The online tender should be submitted before Tender Submission End date. Key dates are given on page 5 & 6.

**8. SUBMISSION OF EARNEST MONEY DEPOSIT (EMD) :-**

The tenderer shall furnish Online EMD as part of its Bid. The amount of Earnest Money shall be **₹. 31,000.00 (Rs. Thirty-One Thousand) Only.**

Earnest Money shall be furnished in the following manners :-

- i. The EMD of respective amount as indicated against the tender, is to be submitted Online by bidder.
- ii. In case of BG towards EMD, bidder is required to upload scanned copy of BG on E-Portal and subsequently submit original BG in physical form within seven days after opening of Technical Bid. The bid of such bidders shall be considered for evaluation only after receipt of original BG physically.
- iii. No offer will be accepted without valid Earnest Money Deposit unless exempted as detailed below of this Section-I. The tenderers are required to invariably upload the documentary evidence of submission of EMD exemption certificate if applicable being SSI/NSIC registered unit. The following are exempted from payment of Earnest Money :-
  - a. Registered Small-scale Industries of Madhya Pradesh or MSME registered firms of MP in the concern area/field.
  - b. Ancillary units of than Madhya Pradesh State Electricity Board.
  - c. M.P. State/Central Government undertakings or fully owned State Govt. manufacturing unit with 100% Govt. shares.
  - d. Small-scale units enlisted with the National Small-scale Industries Corporation for Central Govt. Stores Purchase Programme.
- iv. If the Earnest Money is not submitted, the offers shall be summarily rejected and shall not be opened.

- v. The EMD of participating tenderers shall be released only after completion of all contractual formalities including submission and acceptance of Security Deposit towards Performance Guarantee by the successful tenderer.
- vi. The Bidders are required to upload scanned copy of relevant documents duly attested for claiming exemption in furnishing earnest money. Further, registration certificate should clearly certify that the contractor is registered for the **manufacture of the item / providing services offered**. If this is not complied with, the Bid will be rejected. Bidders are also requested to upload scanned Copies of all relevant documents within stipulated period in accordance with procedure laid down above.
- vii. 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 certificates should be available minimum upto the period of validity of offer.
- viii. If any mismatch is found in the documents submitted in physical form and that uploaded online, the documents submitted online shall be considered final and no justification in this regard shall be entertained by MPPTCL.

**(a) Techno Commercial Bid:-**

Bidders must positively complete online e-tendering procedure at <http://www.mpeproc.gov.in>. They shall have to submit the following documents online in the website.

- i. Their complete techno-commercial offer containing detailed material description, specification and all commercial terms and conditions. This document should not contain any price part.
- ii. Techno-commercial information in the form of questionnaire and schedules as indicated in relevant clause of Section –3.
- iii. Hard copies of above techno-commercial offer, questionnaire and schedules should be uploaded in the website.

**(b) Price Offer:-**

Bidder shall have to submit the price offer documents downloaded from website and uploaded as per instructions therein. Physical submission of price bid will not be considered. The price offer of techno-commercially qualified bidder shall be opened online at the notified date. Bidders can view information of date of price offer opening by logging in to website.

**(c) Opening of Tenders:-**

During the online Techno Commercial offer opening, the EMD / Tender Cost part of all the bidders will be opened first and after the verification of the uploaded copy of EMD / Tender Cost, the offers will be short listed for Techno-Commercial opening. Subject to fulfillment of conditions related to tender cost/ earnest money deposit, the techno-commercial offers shall be opened and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price offer.

**(d) Change in Date & Time of opening of Bids:-**

Bids shall be opened on the due date and time as notified in the presence of the bidder or their authorized representative who may be present. If the due date of opening / submission of tender document is declared a holiday by the Central/State Govt. or Local administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent dates in case opening of all the bids is not completed on the date of opening.

In the event of any issue, the tender/bid data in question shall be liable for a due process of verification by the authorized officer of e-procurement system of Madhya Pradesh Power Transmission Co. Ltd., Jabalpur.

It may please be noted that the due date/time of opening can be altered, extended, if desired by the Company without assigning any reason. However, due intimation shall be given / published.

**(e) Hard Copies: -**

- i. All the bidders shall invariably upload the scanned copies of documents i.e. EMD and system generated money receipt for online payment of tender cost in e-procurement system and this will be the primary requirement to consider the tender/bid responsive.
- ii. The evaluation of techno-commercial offer shall be carried out after verifying the uploaded certificates / documents, towards EMD and system generated receipt for tender cost in the e-procurement system.
- iii. The bidders shall invariably upload the scanned copies of documents i.e. EMD, system generated receipt for tender cost, hard copies of Certificates / Documents including Schedules (except Schedule-4) within the date and time specified in the tender. The department shall ensure the genuineness of the EMD/Tender Cost and all other Certificates/ Documents uploaded by the bidder in e-procurement system in support of the qualification criteria before opening of Price offer.
- iv. The bidder has to keep track of any changes by viewing the addendum/corrigendum issued by the tender Inviting Authority on time-to-time basis on e-Procurement platform. The department calling for tender shall not be responsible for any claims/problems arising out of this.

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## **SECTION-3**

### **GENERAL TERMS & CONDITIONS**

**Section-3****GENERAL TERMS AND CONDITIONS FOR HOUSEKEEPING  
OF SLDC, BUILDING & UPKEEP OF LD GARDEN.**

- 1.1. Tender complete with all prescribed particulars, all the Schedules (except Schedule of Prices i.e. Schedule 4) and Tender form duly filled in shall be uploaded on or before the due date and within specified timings as per the tender notice.
- 1.2. The tender should be uploaded electronically on the website <http://mptenders.gov.in>

The Following documents are also to be uploaded :-

- i. E-receipt of Tender Cost.
- ii. Earnest Money in the prescribed financial instrument. [Copy of receipt of online submission of EMD].
- iii. Schedule-I (Details of Earnest Money).

**Qualifying Requirement :-**

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

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. 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: -

- i. Should have Registration with MPPTCL/ MPPMCL/ MPPGCL/ MP Discoms/Govt. of MP.
- ii. A copy of allotment of EPF Code No. issued by Regional Provident Fund Commissioner.
- iii. A copy of allotment of ESIC Code No. issued in the name of Bidder / Firm.
- iv. A copy of GST Registration certificate.
- v. Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2020-21, 2021-22 & 2022-23] and PAN card in the name of Firm's/Contractor.
- vi. Valid License issued by Labour Department for supply of Labour/Manpower as per "Contract Labour (Regulation & Abolition) Act 1970" or an undertaking for submitting the same within 15 days after issue of Work Order.
- vii. Minimum three years past experience in Housekeeping work.
- viii. Details of experience along with documentary proof of satisfactory completion of work (performance/ work completion certificate).
- ix. **Schedule-2** (Schedule of qualifying requirement).
- x. **Schedule-6** (Details of ongoing works with the firm).
- xi. **Schedule-7** Financial Criteria (CA certified standalone audited balance sheet and working capital) in prescribed format for the last financial year.
- xii. Any other related information which bidder desires to furnish.

**EARNEST MONEY :-**

**1.3** The required Earnest Money of ₹. 31,000.00 (Rs. Thirty-One Thousand) **Only** [copy of online receipt] in the proper form should be uploaded by the bidders.

Earnest Money shall be furnished in the following manners :-

The EMD of respective amount as indicated against the tender, is to be submitted Online by bidder.

- a. In case of BG towards EMD, bidder is required to upload scanned copy of BG on E-Portal and subsequently submit original BG in physical form within seven days after opening of Technical Bid. The bid of such bidders shall be considered for evaluation only after receipt of original BG physically.
- b. No offer will be accepted without valid Earnest Money Deposit unless exempted as detailed below of this Section-I. The tenderers are required to invariably upload the documentary evidence of submission of EMD exemption certificate if applicable being SSI/NSIC registered unit. The following are exempted from payment of Earnest Money :-
  - i. Registered Small-scale Industries of Madhya Pradesh or MSME registered firms of MP.
  - ii. Ancillary units of than Madhya Pradesh State Electricity Board.
  - iii. M.P. State/Central Government undertakings or fully owned State Govt. manufacturing unit with 100% Govt. shares.
  - iv. Small-scale units enlisted with the National Small-scale Industries Corporation for Central Govt. Stores Purchase Programme.
- c. If the Earnest Money is not submitted, the offers shall be summarily rejected and shall not be opened subject to the conditions indicated in Clause 1.3 (b) above.
- d. The EMD of participating tenderers shall be released only after completion of all contractual formalities including submission and acceptance of Security Deposit towards Performance Guarantee by the successful tenderer.
- e. The Bidders covered under category 1.3 (b) are required to upload scanned copy of relevant documents duly attested for claiming exemption in furnishing earnest money. Further, registration certificate should clearly certify that the supplier is registered for the **manufacture of the item / providing services offered**. If this is not complied with, the Bid will be rejected. Bidders are also requested to upload scanned Copies of all relevant documents within stipulated period in accordance with procedure laid down above.

- f. 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 certificates should be available minimum upto the period of validity of offer.
- g. If any mismatch is found in the documents submitted in physical form and that uploaded online, the documents submitted online shall be considered final and no justification in this regard shall be entertained by MPPTCL.

**2** **No offer will be accepted without Earnest Money Deposit.** If on opening of tender, it is revealed that EMD amount is inadequate or any other discrepancy is noticed, the tender shall be rejected and returned to the bidder."

**2.1** The offer shall be valid for a period of **One Hundred & Twenty Days** from the date of opening of tender. The Company reserves the rights 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. The earnest money deposit (EMD) will be refunded to the unsuccessful bidders.

### **3** **TENDER PROCEDURE: -**

**3.1** "Earnest Money" & Tender Cost is found in order (adequate & in proper form), "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened. The "online Price Bid" of such of the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on the date & time which shall be intimated to all the participants separately. Price bid of the Bidders who do not qualify minimum qualifying requirements and terms & conditions of specification shall not be opened. The discretion in this respect shall entirely be with the Company (MPPTCL) and binding on all the bidders.

The format of Schedule of Prices [Schedule-4] given in the tender documents is for illustration only and not for submission. The Prices are to be quoted by the bidders in the "BoQ1.xls. file online on e-portal only". While submitting the tender online the bidder should note that the format of BoQ1.xls. given online is not to be amended and prices are to be filled without changing the format. No other format even that given in the tender document is to be used for submission of Price Bid. Any changes in the format of tender form & schedules are not acceptable otherwise; the tender will be liable for rejection. It should be noted that the Schedule of Prices are to be submitted online one-portal in excel file attached "BoQ1.xls" and **not to be submitted in hard copy**. In case, it is found that the Schedule of Price is submitted in hard copy, such bids are liable for rejection.

- 3.2** In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at the specified timings.
- 3.3** The bidder or his authorized representative (having documentary evidence for such representation) should be present at the time of opening of the bids, if they desire so. The proprietor or representative must carry proper ID cards and authorization letter (as the case may be) with their signature attested by authorized signatory of the firm/bidder.
- 3.4** The amount paid for purchasing of the tender document shall not be refunded under any circumstances whatsoever may be the reason except the tender is dropped



without opening, in such condition the tender cost will be refunded but the portal charges shall not be refunded.

- 3.5 Corrections/ changes made in the offer (bid) by the bidder shall bear the signature of the person signing the tender.

#### 4 **MODIFICATION & WITHDRAWAL OF BIDS:-**

- 4.1 Under no circumstances, the bidders are allowed to modify their prices once their price offer is submitted. Further, no discount letter would be accepted after submission of price offer.
- 4.2 No bid may be withdrawn in the intervening period between the dead line for submission of bids and the expiry period of bid validity specified. Withdrawal of bid during this period shall result in the forfeiture of bidder's Earnest Money besides the other punitive action as deemed fit.

#### 5 **RATES:-**

- 5.1 In "**Schedule of Prices**" **Schedule-4**, Part-A, the Labour cost {Min. wages, EPF & ESIC (if applicable) on wages at prevailing rates} for unskilled category involved for complete scope of work for SLDC have been indicated. The Labour charges indicated in **Part-A** of **Schedule-4** are based on minimum wages declared by Labour Commissioner GoMP as on dtd. **01.10.2023** for various categories. The cost mentioned in this part shall be revised on revision of the minimum wages by Labour Department Govt. of MP from time to time.
- 5.2 For illustration, Schedule-4 given along with the tender document [pdf file] may please be pursued. The bidders are required to quote their rates of service charges [Part-B] in percent in appropriate place [indicated Blue] in the "BoQ1.xls" attached with tender. Service Charges to be quoted by the Bidder as percentage [in excess] of the total labour cost [Part-A] should not be less than 7%. In case if any bidder quotes Service Charges less than 7% in excess of total labour cost, then such bids will be liable for rejection. The bidders are therefore requested to select excess option given in the blue cell on "BoQ1.xls" file and fill the service charges in figures which should be "equal to or more than 7%," at the next blue cell adjoining "select" cell, e.g. suppose the bidder wants to fill 8.5% Service Charge, he should select "excess button" and type 8.5 followed by "Enter" quoted rate in figure [total contract value excluding GST = Sum of total labour cost & quoted service charge] will be displayed correctly in the next field in figures & in next row in words.
- 5.3 It is very important for bidder to note that any percentage service charge above or below, less/excess if filled by the bidder though will be accepted technically on the BoQ1.xls. sheet as there is no such provisions for disallowing less "than 7%" in excess of or "below rates". But as per the tender guidelines the service charges to be quoted by the bidder should not be less than 7% of the labour charges, otherwise bid shall be liable for rejection. The difference between BoQ1.xls sheet and Schedule-4 given in the tender document [pdf] is that no space is there for quoting applicable rates of GST in BoQ1.xls, therefore, the bidders are requested to quote rate of GST in the Schedule-II at Sr. No. 4. The same will be taken in cognizance for bid comparison and for evaluation of contractual value including GST".
- 5.4 The percentage to be quoted by the bidder should be up to one decimal digit. Any other digit will not be considered. The amount quoted by the bidder being a

percentage of labour cost will also vary in accordance with variation in minimum labour cost during the currency of the contract.

- 5.5** Your quoted Service Charges should be sufficient to include all the expenditures other than labour cost viz. insurance under Workman's Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna, Pradhan Mantri Jeevan Suraksha Yojna, Cleaning material /Consumables, Tools, Tackles, Fertilizer, Pesticide 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, obtaining insurance of employees, for obtaining all required licenses/ permissions/ registration from appropriate Govt for executing the contract and charges and also the profit of the contractor. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 shall be payable to the L-1 bidder after successful award of contract. For obtaining the payment of total labour cost indicated in Part-A of the Schedule of Prices, the successful bidder shall have to submit proofs/ evidences regarding the payment made by him for the items covered in the Part-A of Schedule of Prices(viz. payment of monthly minimum wages under unskilled category, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the minimum wages the Labour Cost and Service Charges shall be revised accordingly on the basis of revised minimum wages and as per calculation.

## **6 OPENING OF TENDER:-**

- 6.1** During the online Techno Commercial offer opening, the EMD / Tender Cost part of all the bidders will be opened first and after the verification of the uploaded copy of EMD / Tender Cost, the offers will be short listed for Techno-Commercial opening. Subject to fulfillment of conditions related to tender cost/ earnest money deposit, the techno-commercial offers shall be opened and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price offer.
- 6.2** The "online Price Bid" of such of the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on a date & time which shall be intimated to all the participants separately.

## **7 EVALUATION:-**

- 7.1** The evaluation of lowest bidder will be done on the basis of the total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 with applicable GST.
- 7.2** In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule-4), the MPPTCL reserves the right to correct it in following manner: -
- 7.3** If any error is committed in the total amount due to calculation in any of the individual item, consequently causing the error in Sub-totals/ Grand total, the error at its origin will be corrected first and then Sub Total & Grand Total will be corrected accordingly to the end in that order. The rates quoted by the bidders will not be changed in any case.
- 7.4** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail.
- 7.5** The correction made above will be binding on the bidders and deemed to be accepted by him.

- 7.6 In case of any ambiguity in the quoted rates MPPTCL, may interpret to its benefit. MPPTCL, also reserves its right to correct as given above or to reject such ambiguous/absurd offers without giving any reasons whatsoever.
- 7.7 **Methodology to decide successful bidder in case of “TIE” rates** -In case 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.
- Option (iv)** Any other alternate depending upon the circumstance for which the decision shall be taken by S.E.(LD:E&T) as per prevailing conditions.

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

## 8 **SUB-LETTING OF CONTRACT:-**

The work under the contract may not be sublet. The contractor shall not assign or sublet his contract or any part thereof to other agency unless specified.

## 9 **NEGLIGENCE:-**

If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-Charge in connection with the work or shall contravene the provisions of the contract, the Company may give ten days' notice in writing to improve the performance. Should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good; then in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected-to or if the Company finds it appropriate, it shall be lawful for him to take the work wholly or in part, out of contractor's hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the agency shall be entitled to retain the balance which may be otherwise due on the contract by him to the agency or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed by the contractor to the satisfaction of Engineer-in-Charge, the contract may be terminated & may take action pursuant to Clause-19, 24 & 27 of the Section of this Tender Document (which-ever is applicable).

## 10 **DEATH OR BANKRUPTCY OF CONTRACTOR :-**

In case, the contractor dies or commits any act of bankruptcy or being a corporation, commerce to be wound-up for reconstruction purposes or carry on its

business under a receiver, the executors, successors or representatives in law of the estate of the contractor any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Company and shall for one month (during which he shall take all responsible steps to prevent a stoppage of the works), have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Company but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works provided that should the above option not been exercised, the contract may be terminated by the Company by notice in writing to the contractor and the power and provisions reserved to the Company on the taking over of the work out of the contractor's hands shall immediately become operative.

**11 INSPECTION:-**

The Engineer-in-Charge and his duly authorized representatives shall have at all reasonable times access to the works and shall have the power at all reasonable times, to inspect and examine the performance and workmanship of the work during execution.

The Engineer-in-Charge shall on giving ten days' notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work or workmanship connected with such work, which in his opinion are not in accordance with the contract.

**12 ENGINEER-IN-CHARGE's DECISION:-**

In respect of all matters which are let to the decision of the Engineer-in-Charge including the granting of or with-holding of certificates, the Engineer-in-Charge shall, if required so to do by the contractor, give in writing decision thereon and his reasons for such decision. All decisions of the Engineer-in-Charge shall be subject to the right of arbitration reserved by these general conditions.

**13 CONTRACTOR'S REPRESENTATIVE AND WORKMEN:-**

The contractor may employ his competent representative(s) {Supervisor}, whose name(s) shall have previously been communicated in writing to the Engineer-in-Charge by the agency, to supervise and carrying out the work.

The Engineer-in-Charge shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the agency shall remove the person so objected upon receipt from the Engineer-in-Charge of notice in writing required him so to do and shall provide in his place a competent representative at the Agencies expense.

**14 LIABILITY FOR ACCIDENTS AND DAMAGES:-**

The contractor shall be entirely responsible for all loss or damage caused due to their negligence during the contractual period, including extension period (if, any).

The contractor shall, during the execution of the work, properly protect the SLDC from all damages which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto. The accidents and injuries / damages occasioned by the acts or omission of

the contractor or his workmen and all losses and damages to the SLDC arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-in-Charge. The contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but not otherwise. The contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The contractor shall be deemed to have indemnified, safe & harmless for the Company against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered after taking over the SLDC work whether under the General Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of the contract dealing with the question of the liability of company for injuries suffered by workers and take steps properly to ensure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident intimate in writing to the concerned Engineer-in-Charge of the Electricity Company the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if, any; payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

In the event of any claim being made or action brought against the Company involving the contractor and arising out of the matters referred-to and in respect of which the contractor is liable, under this clause; the contractor shall be immediately notified thereof and he shall, with the assistance of the Company (if he requires so), at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the Company shall at the expense of the contractor, avail all available assistance for any such purpose.

It may please be noted that the deployed worker shall not be allowed to do any work other than stipulated in the tender. In case, if the worker is met with an accident while carrying out unauthorized work, the responsibility for same shall lie on the contractor. In case of any such accident, the contractor shall be liable to compensate the deceased or his family for **₹.5.0 Lakhs** in case of bodily injury resulting in disability or **₹.10.0 Lakhs** in case of death of the employee, both [subject to change relevant rules from time to time]

## **15 DEDUCTIONS FROM CONTRACT PRICE:-**

All costs, damages or expenses which the Company may have paid for which under the contract, the contractor is liable, may be deducted by the Company from any money due or becoming due by him to the contractor under the contract or may be recovered by action as per law or otherwise from the contractor as an arrear of land revenue.

**16 RESPONSIBILITY OF CONTRACTOR:-**

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specifications / order. For example, the work of Housekeeping of SLDC, Building & Upkeep of Garden should be done accordingly as per approved norms. Deviations, if any, from the approved / specified conditions shall be brought to the notice of the **S.E.(LD:E&T), MPPTCL, Jabalpur** his decision shall be final and communicated through Engineer-in-Charge. If at a later date, it is found that the contractor has carried out some work, not according to the specifications and without taking specific approval then in that case, all the payments made to the contractor for carrying out such works shall be recovered.

**17 REGULATIONS OF LOCAL AUTHORITIES:-**

The Contractor shall through-out the continuance of the contract and in respect of all matters arising in the performance thereof comply all notices issued by Company (MPPTCL) & other Govt. authorities / entity and obtain consents, approvals and permissions required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works.

**18 ABANDONMENT OF CONTRACT:-**

Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. If, for what-so-ever reasons, contractor wishes to discontinue the Housekeeping Work given to him, he must give a 30 (Thirty) days' notice to the Engineer-in-Charge conveying his intention. Engineer-in-Charge within 21 (Twenty-One) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. Only after receipt of acceptance letter (concurrence) from Engineer-in-Charge to allow discontinuance of the work, the contractor shall discontinue the work. Otherwise, the same act of discontinuance shall be treated as without permission and therefore shall be dealt with in accordance with appropriate laws. In any of the cases (whether contractor is allowed to discontinue the work or not allowed to be discontinued). MPPTCL has right to invoke any of the options mentioned under Clause-19 (Termination of contract).

**19 TERMINATION OF CONTRACT:-** [i] In the event of breach of any of the terms of the order **or in the event of default in any other running contract of MPPTCL** by the contractor, the MPPTCL reserves the right to:-

- a. Cancel the contract without any liability on MPPTCL's side by giving 10 days' notice to the contractor.
- b. Forfeit the security deposit i.e. **10.0 %** of the value of contract.
- c. Recover Penalty equal to one-month charge.
- d. MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
- e. In the event of termination of contract on the basis of un-satisfactory performance or any other reason, firm may also be debarred for appropriate

period from the future business in the MPPTCL. The termination of the contract may precede or follow the debarment of the firm. However, in interest of MPPTCL if the work is required to be continued, contract may not be terminated.

**[ii]** Notwithstanding above, the Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 30 days' notice without any liability on MPPTCL's side.

## **20 ARBITRATION:-**

If at any time any question, dispute or difference what-so-ever shall arise between the Company, the Engineer and the Contractor upon or in relation to, or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication to the Managing Director, MPPTCL, Jabalpur or to any other person nominated by him on his behalf and his decision in writing shall be final and binding on the Contractor / Engineer and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. Upon every or any such reference, the cost of an incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and shall direct by whom and in what manner the same shall be borne and paid.

Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by the company or the engineer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the contract no payment due or payable by the company shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

In case of any dispute the law applicable shall be the law in force in India.

## **21 PAYMENT:-**

100% payment of monthly bill shall be made through running non-objected bills normally on completion of 30 (Thirty) days or in turn as per queue whichever is later after satisfactory completion of work in each month and on submission of bills in triplicate to the **Superintending Engineer (LD:E&T), State Load Dispatch Centre, MPPTCL, Nayagaon, Jabalpur**, subject to condition that the bills submitted within 3 months from the date of completion of the monthly billing period. In case of submission of bills after 3 months from the date of completion of monthly billing period, the bill shall be processed and paid as per convenience and MPPTCL shall not be responsible for delayed payment if any, MPPTCL shall not be liable for any interest due to delay in payment.

The payment of bills shall be processed after Income Tax deduction at source and or any other tax which is required to be deducted as per GST Act. It will be sole responsibility of the Contractor to pay EPF, ESIC etc. to the concerned department.

The GOI vide notification No. 50/2018 Central Tax date 13.09.2018, has made compulsory deduction of TDS with effect from 01.10.2018, under GST Act.

The contractor shall submit the bill on monthly basis in triplicate to the concerned Executive Engineer for arranging payment. The payment shall be made by concerned Regional Accounts Unit.

**Delay in Payment :-**

In case, it is observed that payment of wages, Bonus, EPF, ESIC (ESIC if applicable) and any statutory dues, if any, have not been made within the specified time period as stipulated in the tender, penalty @ ₹. 500/- per week or part thereof for delay in payment of minimum wages, Bonus, EPF, ESIC, subject to maximum of 10% of the contractual value shall be recovered from their monthly bill of the man power providing agency. Any penalty and / or interest imposed by the EPFO shall be borne by the contractor.

**22 TAXES & DUTIES:-**

- 22.1** The deduction of Income Tax / GST TDS as per statutory requirement of this contract shall be made at the rate / as per prevailing rule from bills to be submitted by the firm.
- 22.2** The payment / deduction of various taxes duties shall be made as per prevailing rules and statutory requirement of this contract as given hereunder: -

**[a]** As per prevailing rules, 100% Goods and Service Tax at prevailing rates shall be payable by MPPTCL to the contractor, if the GST is claimed in the Invoice / Bill submitted by the contractor exactly in the format of MPPTCL with GST number. The responsibility of timely payment of GST shall lie on the Contractor. In case of any changes in relevant GST rules & rates the same shall be payable within contractual obligation period at prevailing rate and as per rule.

**23 DISPUTES:-**

- a)** Labors engaged by the contractor shall **NOT** have any legal right for engaging them in regular establishment of MPPTCL during the contract or on expiry of contract. Further, such Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.
- b)** Contractor will have to execute an "Indemnity Bond" on Non-Judicial Stamp Paper of as per prevailing State Govt. Rules & rates duly giving an undertaking, thereby to indemnify in case of any loss to the Company resulting from their fault.
- c)** Any dispute or difference, arising under, out of, or in connection with this order, shall be subjected to exclusive jurisdiction of competent court at Jabalpur only.

**24 PERFORMANCE:-**

The Engineer-in-Charge will issue a notice to the Contractor specifying the various areas wherein performance has been found to be un-satisfactory and the Contractor will have to ensure that explanation to the notice is furnished within one week of receipt of the same along with supporting documents to substantiate his explanation. In case explanation is not found to be tenable, then, after issue of first notice and receipt of explanation, 25% of the total Monthly charges for that particular month will be deducted as penalty.

Even after first instance of irregularity if one more instance is noticed by the Engineer-in-Charge, he will again issue a notice to the Contractor indicating areas,



where performance of the Contractor has not been found to be satisfactory and in this case also the Contractor will have to furnish his explanation along with supporting documents within one week's time.

In case explanation furnished by the Contractor is not found to be tenable, then he will be liable for imposition of 2<sup>nd</sup> penalty to the extent of deduction of 50% of his total Monthly charges. In case of 2<sup>nd</sup> warning, MPPTCL, on receipt of explanation from the Contractor reserves the right to get the reasons for non-performance as also reasons furnished by the Contractor, examined by a Committee of three Senior Officers. **Concerned S.E. shall initiate the proposal to form a Committee.**

The concerned SE shall be the Chairman / Presiding Officer of the Committee and two EEs shall be the members of the Committee. The concerned EE shall be the Presenting Officer for MPPTCL. The concerned contractor shall be notified for appearing before the Committee to present his side based on facts. The findings along with recommendations of the committee shall be conveyed by the Presiding officer to CE (SLDC).

After second warning while 50% of total Monthly charges shall be deducted, it may be noted explicitly that in case a third instance of non-performance comes to the notice of the management, MPPTCL reserves the right to terminate the contract and appropriate action shall be taken against the contractor / successful bidder.

However, total penalty amount against the contract shall not be more than 10% of the total contractual value.

## **25 RIGHT TO REJECT OFFERS:-**

Company reserves the right to reject any or all the bids received, without assigning any reasons what-so-ever and in the best interest of the organization Company, reserves the right to award the contract as it deems fit.

## **26 CONTRACT AGREEMENT, SECURITY DEPOSIT & INDEMNITY BOND:-**

- 26.1** A formal agreement shall be entered on non-judicial stamp paper (Stamp Duty as per prevailing State Govt. Rules & rates) between the contractor and M.P.P.T.C.L. within **10 days from the date of intimation, given by Engineer-in-Charge to take-over the SLDC**, for the due performance and observance of the terms and conditions of the contract for the entire contractual period.
- 26.2** As indicated above the successful bidder shall have to immediately take over the assigned work, after executing formal agreement and Indemnity Bond or as per instructions given by Engineer-in-Charge. Please note that if the assigned work is not taken over by the successful bidder then it will be treated as serious violation of the instructions and an attempt to hamper the services of Company and therefore such bidders shall not be considered eligible for participation in future tenders.
- 26.3** The contractor shall have to deposit an amount of **10.0%** of the total order value within 28 days from the date of purchase order, towards the security deposit for performance guarantee and also for faithful performance of the terms & conditions of the contract. This is a mandatory requirement and if the successful tenderer fails to submit the Security Deposit for **10.0%** value of order within stipulated period, the company shall have the option to cancel contract and forfeit the earnest money deposit and may take action to debar the bidder from the future business in MPPTCL.

- 26.4** In case, if the security deposit is not submitted within twenty-eight (28) days of the order date, SLDC may at its discretion recover an amount equal to 0.25% of the amount of performance security per week of delay or part thereof subject to maximum of 5.0% from the firm's subsequent bills. The delay period shall be counted excluding initial submission time of 28 days.
- 26.5** Submission of Security Deposit is a mandatory requirement and if the successful tenderer fails to submit the Security Deposit for **10.0%** value of order, the purchaser shall take action against the tenderer as per terms of order which may include invoking risk purchase clause of the order.
- 26.6** The facility of depositing Permanent Security Deposit has been discontinued and hence the security deposit shall have to be furnished separately for individual supply order / contract.
- 26.7** The security deposit shall be returned to the successful bidders only after expiry of contractual period on faithful performance of the terms/condition of the order, after verifying the liabilities on satisfactory completion of contract and verification of deposition of EPF with concerned EPF authority and if there is no claim for recovery against the contractor. No interest will be payable on the security deposit.
- 26.8** The Earnest money amount of successful contractor deposited along with tender shall be released after confirmation of completion of contractual formalities. No interest will be payable on the Earnest Money deposit.
- 26.9** The successful bidder will also submit an Indemnity Bond towards the safe custody of premises including various equipment's, material, building etc. The proforma of Indemnity Bond would be furnished along with the order.
- 26.10** If successful bidder fails to enter into formal agreement and fails to deposit required security deposit within stipulated period, the company shall have the option to cancel contract and forfeit the earnest money deposit and may take action to debar the bidder from the future business in MPPTCL.

**27. COMMENCEMENT, CONTRACTUAL PERIOD & EXTENSION ORDER:-**

- 27.1** The initial contractual period of contract will be Twelve Months w.e.f. 01.04.2024, the date of taking over of the SLDC premises by the successful bidder after completing all contractual formalities as mentioned above. The date of taking over of shall be intimated by Engineer-in-Charge. The Contractor is bound to take-over on or before the date given by Engineer-in-Charge. However, the contract may be liable for termination any time prematurely after 30.04.2024.
- 27.2** If the performance of the successful bidder is found satisfactory then extension orders may be issued for a further period of **one year two times** on the same, terms & conditions. In case of exigency or any other constraint, the period of contract can be further extended on mutual consent basis, if required. **The acceptance of extension is mandatory on the part of a bidder for him to be eligible in this tender**, therefore no deviation [non-acceptance of extension] shall be considered, and the bid with such deviation shall be rejected.

**28 INSURANCE :-**

- 28.1 Insurance under ESIC:-** It is mandatory for the successful bidders to insure all his employees deployed in the contract under ESIC if applicable, otherwise insurance policy under Employee's Compensation Act shall be taken by the contractor and ESIC or expenditure on availing insurance under Employee's Compensation Act (if ESIC not applicable) shall be payable to the contractor at actual.
- 28.2 Insurance under Employee's Compensation Act:-** Accordingly, order shall be placed on the L-1 firm with ESIC so as to keep the provision of ESIC in the event it is made applicable by the concerning authority even after issuance of the order and to avoid any statutory default in this respect. However, the payment towards ESIC, if applicable, shall be made to the contractor at actual otherwise (if ESIC not applicable) the amount paid by the contractor for availing Insurance under Employees Compensation Act (WC Policy) from IRDA approved insurance companies shall be payable to him at actual. In the event of payment for Insurance under Employees Compensation Act, the L-1 service charges shall be payable as a percentage of sum of minimum wages, EPF thereon and actual expenditure for availing Insurance under Employees Compensation Act (ESIC shall not be taken for calculation of service charges to be paid to the contractor).
- 28.3 Other Insurance:-** In addition, the contractor shall ensure his employees for additional Insurance under "**Pradhan Mantri Jeevan Suraksha Yojna**" & "**Pradhan Mantri Jeevan Jyoti Yojna**". Apart from this, insurance under ESIC is also mandatory if applicable to the area. The expenditure towards these insurance charges shall not be payable separately to contractor and same shall be deemed to be included in offered service charges, therefore, are to be borne by the contractor. During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the company the receipt of such payment within seven days after the same shall have become due.
- 28.4** The agency will ensure that all its employees are covered under accidental health insurance policy for sum assured upto 5 lakh with no co-payment condition on employees. The policy should be issued by companies registered under IRDA and must have atleast 10 empaneled hospitals in the MP. In case treatment not covered within sum assured limits then MPPTCL shall provide additional assistance.

**29 IMPLEMENTATION OF EMPLOYEE'S PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952:-**

The provisions on Employees Provident Fund & Miscellaneous Provisions Act- 1952 are applicable in respect of employees engaged by the contractor. The following instructions are to be followed for statutory compliance of proper implementation of the EPF Act :-

- 29.1** Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time. It is mandatory for the contractor to get allotted unique ID & passwords to each employees engaged by him on the work as per recent guidelines of EPF organization in this regard.
- 29.2** The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with employers contribution as per rule.

- 29.3** 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. The payment of minimum wages to the staff employed by the contractor shall be made on monthly basis immediately after completion of the month for preceding month and submit proofs of payments [Bank Statement/ Bank Pass Book] positively, failing which the same shall be taken for evaluation of performance.

**30 SUBMISSION OF DOCUMENTS ALONGWITH BILLS BY THE CONTRACTOR:-**

- 30.1** The contractor shall submit bills on monthly basis timely i.e. in first week of following month positively. It is mandatory on the part of contractor to furnish the following documents to the concerned Engineer-in-Charge along with his first bill, who will verify the same and pass the same for payment :-
- 30.2** List of workers (giving name and qualification) engaged by the contractor.
- 30.3** Attendance sheet of workers on duty during the month, verified by authorized representative of Engineer-in-Charge.
- 30.4** A copy of ESIC payment and registration in ESIC showing the name of each employee if applicable, otherwise insurance policy covering all liabilities under the Employee's Compensation Act.
- 30.5** Proof showing enrollment/registration of each worker in Pradhan Mantri Bima Suraksha Yojna & Pradhan Mantri Jeevan Jyoti Yojna. In case the Banker of the concerned employee declines to issue aforesaid insurance scheme then concerned Engineer-in-Charge may grant exemption from submission of this document on the basis of letter from bank / undertaking from the contractor. In such case the concerned Engineer-in-Charge will have to make separate correspondence with the Bank for issuing aforesaid insurances to the employees. Engineer-in-Charge will have to ensure that other insurances as required as per contract have been taken.
- 30.6** With first bill, the contractor is not required to submit any proofs / documents other than mentioned above, **if the bills are submitted timely.** While for subsequent bills following documents in addition to proofs / documents mentioned above (if felt necessary by EE) would be required mandatorily. Also, in case if the bills are not submitted timely, **the contractor will have to submit all the documents pertaining to the billing month as given below: -**
- 30.7** Details of payment made to the staff and Proof (copy of Bank Account Statement/ Bank Pass Book of employee) showing receipt of payment at the prevailing minimum wages for preceding month by the contractor, alternatively the contractor may submit a copy of his Bank Account Statement showing transfer of minimum wages to the account of respective employee duly certified by the Bank. (statement showing the details of employee's Account No. to which amount is transferred).
- 30.8** Documentary evidence of remittance of employees and self EPF contribution to EPF authority on monthly basis. The contractor shall submit photocopy of the Challan (generated online / deposited through bank) copy of ECR & Payment Confirmation Slip (showing payment of EPF contribution made for preceding months in respect of all the employees made by him to EPF authorities as per EPF Act) with monthly bill. The concerned Executive Engineer or his representative shall also verify deposition of EPF on the EPF portal of respective employees in his presence and put a Mark as verified on the challan / ECR submitted by the

contractor. In addition to this, copy of ECR showing payment of EPF contribution for previous month may also be submitted to the Division office along with the bill.

- 30.9** The last and final bill should accompany all the proofs/ documents as indicated above. The contractor will have to make the payment to staff on prevailing minimum wages while the bills shall be passed on the basis of order rates however, he may claim the difference subsequently after revision of the order.

- 31 PMRPY:-** Since as per scheme named as “Pradhan Mantri Rozgar Protsahan Yojna” launched by Govt. of India the EPF contribution of employer in respect of those employees who are registered in EPF portal w.e.f. dated 01.04.2016 onwards, is directly transferred in their EPF account as PMRPY upfront benefit. The same is also reflected in the Combined Electronic Challan generated online and ECR. Therefore, if any contractor is availing or has availed such scheme for any of the employees engaged by him, the Employers Contribution towards EPF for such employee shall have been paid by Govt. of India directly and as such the same shall not be eligible for reimbursement to the contractor in his bills.

**32 PENALTY :-**

- 32.1** 1<sup>st</sup> instance of non-satisfactory performance, penalty @ 25% of total monthly charges (monthly contract value including taxes).
- 32.2** 2<sup>nd</sup> instance of non-satisfactory performance, penalty @ 50% of total monthly charges (monthly contract value including taxes).
- 32.3** Penalty for absence of manpower will be levied @ ₹. **200.00** (with GST extra) per day per person.
- 32.4** In case of discontinuance of the work by all the workers, 20% of total monthly charges (monthly contract value) to be recovered as penalty for every such instance.

(Discontinuance means all the workers are found absent during the day).

If any work left incomplete, work quality found unsatisfactory, lack of supervision of work by the contractor, consumable material not found in adequate quantity and of good quality shall be recorded in the performance register and Lump- sump penalty may be deducted from the monthly running bill of the contractor.

**33 DUTY HOURS & WEEKLY OFF :-**

The hours of work for the labors employed by the contractor shall be normally 8 hours. Each labour shall be allowed one weekly off, therefore it is the responsibility of the contractor to arrange for reliever timely. The daily and weekly hours of work and over-time work will be regulated in accordance with the provisions of the Minimum Wages Act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the Engineer-in-Charge may allow for extended working hrs.

**34 BONUS :-**

As per Circular No. AS/MPPTCL/EE-III/H-105/393 dated 20.01.2023, “The outsourcing manpower agencies would be paid a minimum bonus which shall be **8.33 percent** of the salary or wages earned by the employee during the accounting

year or one hundred rupees, whichever is higher and MPPTCL shall reimburse the amount of Bonus to outsourcing manpower agencies on submission of proof for payment of bonus, subject to condition that the monthly gross wages of employees should not be more than ₹ 21,000.00 “.

The other terms & conditions of the Circular No. AS/MPPTCL/E-III/1098 dated 22.03.2022 shall remain unchanged.

### **35 FINANCIAL CRITERIA :-**

Bidders are required to submit CA certified standalone audited balance sheet and working capital in prescribed format Schedule -7 for the last financial year in place of solvency certificate. The last year working capital of participating bidders with line of credit from a scheduled commercial bank in prescribed format must be more than ¼ th of the annual financial commitment of the substations / locations covered under the lot/lots quoted by them plus similar type work of substations /location of MPPTCL system in hand. Supplementary working capital of other mode will not be accepted, except Certificate from Scheduled commercial bank.

### **36 PROCUREMENT POLICY :-**

“In case any terms & conditions not stipulated in the tender documents, then, the terms & conditions mentioned in procurement policy of MP Power Transmission Company Ltd., Jabalpur shall be applicable, otherwise, the terms & conditions stipulated in instant tender shall prevail. Bidders are requested to go through these terms & conditions of procurement policy of MPPTCL which are available at MP TRANSCO web site before submitting their offer”.

### **37 LIVERIES:-**

The Contractor / firm is bound to provide liveries once in contractual period i.e. two or one year [s] as the case may be, as per existing provision, to their each deployed employee on free of cost basis, within a month time form the date of taking over of the location. For confirmation purpose, the concerned Executive Engineer shall obtain an undertaking from all the deployed employees regarding liveries (i.e. two sets of pant, Shirt and Socks and one pair of shoes) provided to them by the contractor on free of cost basis, at the time of passing of first bill of the contractor. In case, if the liveries are not provided by the contractor an amount of ₹ 4,000/- per employee including reliever shall be retained from their first bill, however, this amount shall be returned to the contractor after supply of liveries to their deployed employee.

### **38 PARTICIPATION OF DEBAR / BLACK LISTED FIRM / CONTRACTOR :-**

If it is concluded, that the bidder has resorted to unethical practices interalia including misrepresentation of facts, submission of false and / or forged details / documents / declaration during the bidding, the bidder may be debarred from the participation in MPPTCL tenders for period of 1 to 3 years, as considered appropriate and its EMD/Security deposit shall be forfeited besides taking other actions.

Similarly, after award of contract, if it is concluded, that the Contractor / Firm has resorted to unethical practices, in such an event, the MPPTCL without prejudice to its any other rights and remedies, forfeit the appropriate performance security, as mutually agreed genuine pre estimated compensation and damages payable to

MPPTCL for, inter-alia time, cost and effort of the MPPTCL in regard to the bidding process besides termination of contract and debarring of the firm for a period of 1 to 3 years as considered appropriate by MPPTCL.

### 39 **ELIGIBILITY OF BIDDERS :-**

All entities registered OR incorporated under the Companies Act of India, firms, consultants & person who is having the qualifying criteria as stipulated in the tender, except those with whom business is banned by successor companies of MPSEB and fulfilling following condition, will be eligible to participate in the tender :-

Tenderer / bidder should not be the officer / employee or relative of MPPTCL. As per Section-2 [TT] of the Company Act 2013, the definition of relative is as follows :

A person shall be deemed to be a relative of another if :-

- [a] They are a member of a Hindu undivided family, or
- [b] They are husband and wife, or
- [c] The one is related to the other on the manner indicated below :-

Sr. No.	Company's Act 2013 - Relatives
1	Father (including step - father)
2	Mother (including step - mother )
3	Son (including step - son)
4	Son's wife
5	Daughter
6	Daughter's husband
7	Brother (including step - Brothers)
8	Sister (including step - sisters)

Bidders are required to submit an affidavit on non- judicial stamp paper of appropriate amount in this regard.

### 40 **FORCE MAJEURE :-**

Working period / condition in the tender / order shall be subject to force majeure conditions. The force majeure circumstances / conditions shall include lockout, war, fire accidents, earthquakes, floods, national calamity, riots and civic commotion. Prevalence of force majeure will have to be got certified by appropriate government agency . The cause of force majeure condition will be taken into consideration only if the successful bidder/contractor/firm within 15 days from the occurrence of such occurrence notifies to the order placing authority. The MPPTCL shall verify the facts and may grant waiver of penalty amount as the facts justify, for which the man-power providing agency shall submit their representation with documentary evidence. However, wages, bonus, EPF, ESIC & service charges shall not be payable during the force majeure conditions. The bidders may please also note, if strike takes place due to any act reason whatsoever, then force majeure conditions shall not be applied and decision of MPPTCL shall be treated as final.

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# **SECTION-4**

## **SPECIAL TERMS & CONDITIONS**



**SPECIAL TERMS AND CONDITIONS**

- 1.1 The manpower to be engaged by the Contractor for Housekeeping of SLDC, Building & Upkeep of Garden should be personally introduced to the Engineer-in-Charge, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, Engineer-in-Charge may ask the Contractor to arrange police verification report. The persons approved by the Engineer-in-Charge will not be changed without permission i.e. the removal/deployment of persons will be done with consent of the Engineer-in-Charge. The contractor will have to engage adequate number of experienced manpower under unskilled category as per tender specification for the work of Housekeeping of SLDC, Building & Upkeep of Garden, MPPTCL, Jabalpur.
- 1.2 The hours of work for the Labors employed by the contractor shall confirm to the hours fixed as per Factory Act. Each labour shall be allowed one weekly off, therefore it is the responsibility of the agency to arrange for reliever timely. The daily and weekly hours of work and over-time work will be regulated in accordance with the provisions of the Minimum Wages Act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the Engineer in-Charge may allow for extended working hrs.
- 1.3 Every Labour shall have to be enrolled for the membership of Employees Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.4 The Contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified / accepted by EPF authority shall be submitted to the Engineer-in-Charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.
- 1.5 The Contractor shall be responsible for payment of wages to each labour employed by him as contract labour, in accordance with the provisions of the law.
- 1.6 The payment of minimum wages at prevailing rates has to be ensured by Contractor through **Account Payee Cheque / DD or by credit to worker's Bank Account by ECS only**. In any of the aforementioned cases where payment is credited to worker's bank account, necessary evidence (Statement of Account of the employee) shall be submitted by the contractor. **Cash payment is not permitted**. In case of default, action as per Law may be taken against the contractor.
- 1.7 The payment of minimum wages under unskilled category to the Labours shall be made on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance. The contractor will have to submit proofs regarding payment of statutory obligations [Minimum Wages, EPF, ESIC etc.] timely to concerned Engineer-in-Charge, otherwise the same may be taken for evaluating the performance.
- 1.8 In case the contractor fails to make payment of wages / remittance of E.P.F. contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the

case may be for the contract labour employed by the contractor, to the E.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debt payable by the contractor.

- 1.9** The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the Labours engage with any of the IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.
- 1.10** During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 1.11** On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the Contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sums due or which may become due to the Contractor by Company or otherwise howsoever.
- 1.12** The Labours employed by the Contractor should have completed 18 years of age but not attained the age of 55 years.
- 1.13** The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the contractor and in such cases, the expenditure shall be recovered from the Contractor. The Contractor shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.
- 1.14** The period of the Contract shall be of **12 months** from the date of handing over of site. The Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 30 day's notice without any liability on MPPTCL's side.
- 1.15** The Superintending Engineer (LD:E&T) will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Contractor.
- 1.16** Transport of labors will be arranged by the Contractor at his cost.
- 1.17** In case of any theft Contractor shall lodge the complaint with Police Department. However, Contractor should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.

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**DETAILS OF EARNEST MONEY**

1. Name and Address, .....  
with Pin Code of the bidder .....
2. Details of the Firm/Company
- i. Registered office .....
- ii. Postal Address .....
- iii. Telephone/Mobile number 

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- iv. PAN (Permanent Account No.) 

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- v. GST No. 

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- vi. E-mail address .....
3. Whether bidder is an old participant with MPPTCL. Yes/No
4. Earnest Money details
- i. Amount of E.M.D. -----
- ii. If submitted online at the portal Yes/No
- iii. Transaction ID No. -----

Place:-

Date :-

**SIGNATURE,  
NAME &  
SEAL OF BIDDER/TENDERER**

**SCHEDULE OF QUALIFYING REQUIREMENTS**

1.	Whether a copy of Registration with MPPTCL/ MPPMCL/ MPPGCL/ MP Discoms / Govt. of MP is uploaded.	Yes / No
2.	Whether a copy of Registration of EPF Code No. in the Name of Bidder/ Firm is uploaded.	Yes / No
3.	Whether a copy of Registration of ESIC Code No. in the Name of Bidder/ Firm is uploaded.	Yes / No
4.	Whether a copy of Certificate of Goods & Service Tax Registration No. in the Name of Bidder/ Firm is uploaded under <b>Composite OR Non Composite</b> Scheme [Please choose any one & quote the percentage of GST applicable @ .....]	Yes / No
5.	Whether a copy of valid license issued by Labour Department, GoMP to engage in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970" is uploaded.	Yes / No
6.	Whether a copy of PAN in the Name of Bidder / Firm is uploaded.	Yes / No
7.	Whether Experience certificate along with Performance certificate for Housekeeping work is uploaded.	Yes / No
8.	Whether proof of educational qualification, experience certificate & consent of the personnel (Supervisor) employed by the firm are uploaded.	Yes / No
9.	Whether a copy of Income Tax Returns for last 3 Income Tax Assessment Years [i.e. 2020-21, 2021-22 & 2022-23] are uploaded.	Yes / No
10.	Whether a valid CA certified standalone audited balance sheet and working capital in prescribed format ( <b>Schedule -7</b> ) for the last financial year in place of solvency certificate is uploaded.	Yes / No
11.	Tenderer / bidder should not be the officer / employee or relative of MPPTCL. As per Section-2 [TT] of the Company Act 2013. Whether affidavit on non-judicial stamp paper of appropriate amount has been uploaded by the bidder.	Yes / No
12.	Whether a copy of details of ongoing works is uploaded.	Yes / No

**Note:-** The tender of such bidders who are not found to fulfill aforementioned qualifying requirements shall not be considered for price bid opening and evaluation of tender as mentioned in clause-1.2, Section-3 of tender.

**Place:-** \_\_\_\_\_

**Date :-** \_\_\_\_\_

**Signature,  
Name & Seal of Bidder/Tenderer**

**Schedule-3****SCHEDULE OF QUESTIONNAIRE**

1.	Whether tenderer is :- (a) Proprietary concern (b) Firm (c) Company	Yes / No
2.	Whether copy of registration in MPPTCL/ MPPMCL/ MPPGCL / MP Discoms / Govt. of MP is uploaded.	Yes / No
3.	Whether copy of insurance is uploaded.	Yes / No
4.	Whether copy of Bankers Certificate regarding Financial Status is uploaded. (Optional)	Yes / No
5.	Whether all pages of tender is filled and signed as specified.	Yes / No
6.	Whether all clauses / conditions / terms / schedules have been read carefully and taken care of while preparing bid and agree for all the terms and conditions of the tender.	Yes / No
7.	Whether the offer is valid for <b>120 days</b> from the date of opening of tender.	Yes / No
8.	Please confirm that the quoted service charges are as per <b>Clause 5.0 of Section-3</b> of tender specification. (Please note that price variation in quoted service charges shall not be applicable during contractual period). However, variation in "Basic Labour cost and service charge" shall be payable as per the clause mentioned above, on variation of minimum wages.	Yes / No
9.	Please confirm that <b>Goods &amp; Service Tax</b> is chargeable Extra at prevailing rates & rules.	Yes / No
10.	Whether agreeable to <b>Penalty Clause</b> stipulated in the tender.	Yes / No
11.	Whether MPPTCL's <b>Terms of Payment</b> as per Clause No. 21 of Section-3 is agreeable. If no, please state conditions.	Yes / No
12.	Whether agreeable to furnish <b>Security Deposit @ 10.0 %</b> of ordered value for satisfactory execution of the order for entire contractual completion period (as per Clause No. 26.3 of Section-3).	Yes / No
13.	Please confirm that adequate & trained manpower shall be deployed by you.	Yes / No
14.	Do you <b>AGREE</b> to our condition for deployment of staff along with provision of reliever payment, etc. stipulated in this tender specification. Deviation if any may please be indicated here.	Yes / No
15.	Please confirm whether you have noted our specific condition under Clause No. 8 of Section-3 that no subletting of contract would be permitted under this Tender Specification unless specified.	Yes / No
16.	Please confirm that the rates offered by you are not associated with any binding condition such as <b>Advance Payment</b> , exemption / reduction in security deposit, assurance for work in particular area, free facility of accommodation etc.	Yes / No
17.	Whether you are agreeable for all the terms & conditions stipulated in this Tender, if no, please clarify the same in Schedule of Departure/Deviation ( <b>Schedule-8</b> ).	Yes / No
18.	Whether you are agreeable to completion period of one year against initial order and then extension orders may be issued for a further period of <b>one year two times</b> on the same, terms & conditions. In case of exigency or any other constraint, the	Yes / No

	period of contract can be further extended on mutual consent basis, if required (as per Clause No. 27 of Section-3).	
19.	As per clause No. 7.7 of section-3, if L-1 bidders are more than one, whether you are agreed for Lottery System for deciding successful bidder.	Yes / No

- (i) Strike out, whichever is not applicable.
- (ii) Separate sheets should be used, wherever necessary.
- (iii) The bidder is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the bidder.
- (iv) Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.
- (v) If Answer of Sr.No.17 is :- 1) **YES:** Please mention the same in of Departure/Deviation (**Schedule-8**).  
2) **NO:** No Deviation should be mentioned clearly in (**Schedule-8**).
- (vi) Acceptance of extension at Sr. No. 18 of above Table is mandatory otherwise bid is liable for rejection.

Place :- \_\_\_\_\_

**Signature**  
**Name**  
**Seal of Bidder**

**Schedule-4**

(In Price Bid)

**SCHEDULE OF QUANTITY & PRICE FOR HOUSEKEEPING OF SLDC BUILDING & UPKEEP OF LOAD DISPATCH GARDEN**

**Part –A Monthly variable labour cost :-** [Based on Minimum Wages w. e. f. 01.10.2023, As per Labour Commissioner, Indore Letter No.6/11/A/V/2015/29000-250 dated 25.09.2023]

Sr. No.	Name of activity	Particulars	Monthly rate (In ₹)
1	2	3	4
1.	House Keeping of SLDC Building & Upkeep of Load Dispatch Garden.	Labor charges for providing 08 Nos. of unskilled labors as per scope of tender.	91,372.00

(The above charges are including EPF & ESIC charges at prevailing rates)

**Part –B – Yearly variable service charges to be quoted by the bidder :-**

Sr. No.	Particulars	Total monthly amount of Part-A (In ₹)	Percentage above amount in column 3 in one digit of decimal.	Variable Service Charges Amount (In ₹)
1	2	3	4	5
1.	Variable Service charge for providing Manpower & Consumables required for cleaning work.	91,372.00	-----% (in numbers) ----- ----- ----- (in words)	

(It should not be less than 7.0% of the amount mentioned in column 03 otherwise bid will be rejected, further same can be quoted upto one decimal place only)

C. (Total of Part – A & Part – B) ₹.

D. Goods & Service Tax \_\_\_\_ % ₹.

Total (C+D) ₹.

Note :- (i) Please note that percentage quoted in second digit of decimal will not be taken in to consideration. Accordingly, if one bidder quotes say 7.11% and another 7.19% then both the bidders would be considered as quoted 7.1 % and shall be treated at par.

Place : -  
Date :-

Signature of Contractor,  
Seal  
Name :-

**Schedule-5****SCHEDULE OF ACCEPTANCE**

<b>Sr. No.</b>	<b>Description of Work</b>	<b>ACCEPTANCE</b>	<b>Yes/ No</b>
<b>PART- 1. <u>HOUSE KEEPING OF LD BUILDNG</u></b>			

1. Brooming, Sweeping and Mopping of all floors, with phenyl water followed by detergent, beginning from Porch area, (approx. floor area 3000 sq.mt.). This includes floors of all Office rooms, Halls, Scada room, Control room, Conference room, Carrier room Reception area, Staircases, Corridors etc. The brooming work covers not only floor areas, but also the daily brooming and cob web removals from all rooms, corridors, staircases, railings, porch etc. upto reachable height without damaging any lighting fixtures, A/c diffusers, equipment's, cabinets etc.

The above brooming, sweeping & mopping are to be carried out on day-to-day basis before commencement of office hours. This also includes cleaning of spittoons, collection of debris/garbage collected by brooming & sweeping and then dumping daily and burning it weekly at the specified & decided place.

2. External area cleaning of Load Dispatch complex (including terrace, water tanks, vehicle stand, Path way around SLDC, Building etc.). This also includes cleaning of trenches & cob web daily.

3. Cleaning of both the sides of all glass partitions once in a month, glass doors especially at the entrance, glass cabins & windows with soft cloth/paper daily and with chemicals once weekly.

4. Washing / cleaning of floors and walls of 10 Nos. of toilets upto reachable height with recommended detergent and then cleaning of all sanitary wares with toilet cleaner followed by spraying phenyl daily. Minimum 03 Nos. of Naphthalene balls shall be placed in each of the urinals & wash basins weekly. There are total 13 No. urinals, 11 No. wash basins & 10 No. Toilet Seat (Commode) in SLDC complex. Providing hand wash / liquid soap in all toilets.

5. Cleaning of DG Room & AC Plant Room twice a week.

6. Cleaning / dusting of Computers and its accessories / peripherals installed in SCADA Room, Control Room, ABT Room etc. with Colin / Soft cloth once in a week.

7. Cleaning & Washing of all floors & porch by water and detergent/floor cleaners on every Sunday.

8. Cleaning of Filters and Cooling Coils of six Air Handling Units twice a month.



9. Cleaning of 2 No. Cooling Towers located near garden twice in a month.

Sr. No.	DESCRIPTION OF WORK	ACCEPTANCE	Yes/No
10.	Cleaning of 2 No. Water tanks provided at roof of building once in a month.		
11.	Cleaning of false ceiling, on six monthly basis.		
12.	Cleaning of drainage system & drainage tank, as and when required.		
13.	Providing manpower assistance for collection of material from area store, shifting / placement of material within LD building and for other maintenance work, as and when required.		
14.	The expenditure incurred upon all the consumables like detergents/phenyl/floor & window cleaner/brooms/naphthalene balls etc. are to be borne by the firm itself.		

## **PART- 2. UPKEEP OF LD GARDEN :-**

1. Cleaning of L.D. Garden with bamboo brooms, watering of plants & trees, weeding of complete L.D. Garden arena and disposal of waste along with other garbage at a suitable location as decided by the Engineer-in-Charge, dressing of land etc. to be done as and when required.
2. Grass cutting / pruning of lawn and trimming of plants, trees & hedges, cleaning and clearing of all drains and trenches, once in a month. Cutting of shrubs & bushes surrounding 10 mtrs of LD building, once in every 6 months.
3. Preparation of flower beds with Cow dung manure and Kappu soil, plantation of seasonal plants, filling of earthen/cement pots with manure and Kappu soil is to be done once in a month and as and when required.
4. Application of fertilizer/pesticides etc. as and when required and the expenditure incurred to be borne by the contractor.
5. Ensuring safety and security of plants and pots.

## **PART- 3. REMOVAL OF HONEY BEE HIVES :-**

- Removal of honey bee hives from time to time, particularly near the entrance and wherever found in and around the building, throughout the year in order to avoid inconvenience caused by them to the personnel.
- Cleaning / clearance of the dark spots caused by removal of bee hives.

**Date :-**

**Signature of Contractor  
With name & seal.**

**Schedule-6****DETAILS OF ONGOING WORKS WITH THE FIRM**

<b>Sr. No.</b>	<b>Particulars of works</b>	<b>Name of Organization</b>	<b>Order No. &amp; date</b>	<b>Order value</b>	<b>Value of works executed</b>	<b>Value of balance works to be executed</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						

**(Signature, Name & Seal of the Bidder)**

**Schedule- 7****PROFORMA FOR SUBMISSION OF FINANCIAL DETAILS**

The details may be submitted in the following format :-

Bidder's Legal Name \_\_\_\_\_ date \_\_\_\_\_

**Information from Balance Sheet**

<b>Sr. No.</b>	<b>Part –A</b>	<b>(Notes number of balance sheet considered)</b>	<b>Financial Year 2022-23</b>
1	Current Assets		
2	Current Liabilities		
3	Net Working capital (1-2)		

Note:- Net working capital has been computed as per accounting standard.

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the years required above, complying with the following conditions.

- **All such documents reflect the financial information of the Bidder and not sister or parent companies.**
- Historic financial statements must be audited by the Statutory Auditor.
- Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Date :-**

**Seal and Sign of Statutory Auditor**

**Or**

**Chartered Accountant**

**Name of Audit firm**

**Firm's Registration No.**

**Mobile No.**

**UDIN No.**

**Schedule-8****SCHEDULE OF  
DEPARTURE / DEVIATION FROM SPECIFICATION**

We have carefully gone through the Technical Specification. We have satisfied ourselves and hereby confirm that our bid conforms strictly to the requirements of technical specification except for the deviations, which are given below:-

<b>Sr. No.</b>	<b>Description &amp; Clause No. of the specification &amp; page number</b>	<b>Stipulation in specification</b>	<b>Deviation offered</b>	<b>Remarks regarding justification of the deviation</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

**Signature of Bidder :**  
**Name & Seal of bidder :**

**Annexure-I****Instructions to the Bidders****(Against Tender Specification No. LDET-04/2023-24)**

1.	Last Date of sale of Tender-	As per key dates given on page 5&6 and NIT
2.	Due Date of Submission -	As per key dates given on page 5&6 and NIT
3.	Due Date of Opening -	As per key dates given on page 5&6 and NIT
4.	Scope of Work-	Housekeeping of SLDC, Building & Upkeep of Load Dispatch Garden.
5.	Amount of Earnest Money -	The Earnest Money is required to be submitted according to number of Labours to be provided.
6.	<b>List of documents to be uploaded in PDF</b>	
	1. Copy of GST Registration Certificate. 2. Copy of EPF Registration Certificate. 3. Copy of ESIC Registration Certificate. 4. Labour Act License (Issued by GoMP Labour Deptt.) 5. Proof of Past experience along with Performance certificate. 6. Details of Earnest Money <b>(Schedule-1)</b> . 7. Schedule of qualifying requirements <b>(Schedule-2)</b> . 8. Schedule of Questionnaire <b>(Schedule-3)</b> . 9. Schedule of Acceptance <b>(Schedule-5)</b> . 10. Details of ongoing works with the firm <b>(Schedule-6)</b> . 11. Valid Financial Criteria (CA certified standalone audited balance sheet and working capital) in prescribed format for the last financial year <b>(Schedule-7)</b> . 12. Schedule of Departure/ Deviation from Specification <b>(Schedule-8)</b> 13. Income Tax Return for last three years & PAN Card. 14. Work Completion Certificate. 15. Tender document complete duly signed by Bidder.	
	<b>Cost of Tender document</b>	
7.	<b>PURCHASE / DOWNLOADING OF TENDER:-</b> The tender document may be purchased online by submitting Tender Cost of ₹. 1,180.00 [Including GST] on website <a href="http://mptenders.gov.in">http://mptenders.gov.in</a> . The tender document is also available on MPPTCL's web site in a downloadable format for observation. No fee for downloading of bid documents is required, however cost of Tender document <b>mentioned above, i.e. ₹. 1,180.00 shall be compulsorily deposited by the Firm / Bidder, while submitting the bid online.</b> It is obligatory for the bidders to purchase tender document for participation in the tender.	

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