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MP POWER TRANSMISSION CO. LTD.



TENDER SPECIFICATION NO.

LDET-08/2024-25

FOR

WORKS OF ROUND THE CLOCK MONITORING OF CONTINUITY OF REAL TIME DATA, HEALTHINESS OF COMMUNICATION SYSTEM, POWER SUPPLIES, AC PLANT AND LOGISTIC SUPPORT SYSTEM TO THE SLDC CONTROL ROOM.

LAST DATE OF SUBMISSION ONLINE :-**01.04.2025 TILL 15:00 Hrs**

DUE DATE OF OPENING OF TECHNO COMMERCIAL BID:-**02.04.2025 at 16:00 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%)

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

**TENDER SPECIFICATION NO. LDET-08/2024-25 FOR WORKS OF ROUND THE
CLOCK MONITORING OF CONTINUITY OF REAL TIME DATA, HEALTHINESS OF
COMMUNICATION SYSTEM, POWER SUPPLIES, AC PLANT AND LOGISTIC
SUPPORT SYSTEM TO THE SLDC CONTROL ROOM.**



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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,

e-mail: seldentmp@gmail.com website : www.sldcmpindia.com.

TENDER NOTICE

PHONE:0761-2702744,2702753

E-TENDER SPECIFICATION NO.LDET-08/2024-25 FOR WORKS OF ROUND THE CLOCK MONITORING OF CONTINUITY OF REAL TIME DATA, HEALTHINESS OF COMMUNICATION SYSTEM, POWER SUPPLIES, AC PLANT AND LOGISTIC SUPPORT SYSTEM TO THE SLDC CONTROL ROOM.

1. Sealed tenders are invited from reputed Agencies for providing outsourced services for monitoring continuity of Real Time Data, healthiness of Communication System, Power Supplies, AC Plant & Logistic Support System for SLDC, Control Room.

2. **QUALIFYING REQUIREMENT OF THE BIDDER:-**

- i. **Experience & Performance of the Bidder** :-The bidder should have experience for Maintenance /Support of Computer Hardware/ Software/IT / Communication / Logistic Support Systems in reputed organization preferably in Govt. & Public Sector/ Autonomous body for at least three years. The Bidder has to submit copy/copies of successfully executed orders by the bidder as a main contractor of same or similar placed in **last 03 years** ending with initial date of opening of bid, along with techno commercial bid. In case on non-submission of same, the offer of such bidder may be liable for rejection.

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 the firm 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. The Bidder has to submit copy/copies of successfully executed orders for last 3 Years.

The firm participating in this bid shall meet the following conditions :-

- a.) The average turnover of the firm shall be not less than **Rs 36.00 Lakhs** for the last three years out of last four years. The firm shall be in the field of IT/IT Support Services /Man Power Outsourcing for minimum 3 years.

b.) All other details can be seen in the complete tender documents available on e-portal <http://www.mptenders.gov.in>.

- 2.1. It is essential that GST Registration Certificate should bear exactly the same name of the applicant/firms indicated by him/firm in Schedule-I. The order shall be issued in the name of individual/ Firm as per the name indicated in Certificate only. In case of any mismatch in the name printed on aforesaid offer shall be rejected.
- 2.2. Details of ongoing works:-Bidders who have executed similar types of jobs in past shall have to give details of ongoing works in Schedule-5.
- 2.3. The firm shall have professionals who have understanding of Computer Hardware/Software/Networking along with understanding of various operating systems (e.g., Windows, Linux etc.) and Networking Protocols/ Communications Systems etc and who can monitor proposed systems in round the clock through shift duties.
- 2.4. After award of contract, firm has to submit the list of prospective Professionals along with necessary documents/credentials to Officer in-charge (OIC) towards qualifying criteria of required Professionals for necessary screening, before actual deployment of Professionals.
- 2.5. If it was found at any point of time that the deployed Professional is not qualified enough to be engaged in assigned operation, then the same has to be replaced by the contractor within one-week time upon written notice of the OIC, else payment shall be deducted accordingly.
- 2.6. The Professional(s) to be deployed should not have any criminal case on moral turpitude pending against him/her in any court of law and should be clear from vigilance angle. For this, service provider shall obtain undertaking from each of the prospective Professionals and submit the same along with their individual credential to the respective OIC during the process of screening.
- 2.7. The deployed professionals engaged, shall perform round the clock Shift duty at SLDC for monitoring of real time data and logistic support systems of SLDC and shall follow instructions of MPPTCL Engineers, as and when required.

3. PURCHASE/DOWNLOADING OF TENDER:-

- 3.1. Cost of the Tender Document is **Rs 1,180.00** [including 18% 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 & in addition gateway charges shall also be borne by the bidder. No exemption is allowed to any category of bidder from submission of "Tender Cost" otherwise the bid shall be liable for rejection. Tender Cost is not refundable except only in case the tender is dropped without opening. In the latter case the tender cost shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed.

- 3.2. Other details can be seen in the complete tender document available on e-portal <http://www.mptenders.gov.in> and www.mptransco.nic.in.
- 3.3. For updated/extended due date for opening of tender, EMD & 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, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500/269, E-mail: support-proc@nic.in. or helpdesk Telephone No.0120-4001002/4001005/6277787.
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 online offer i.e. technical and commercial bid 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> 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. The important Key Dates are as under :-

| Sr. No. | Tender Stage | Particulars | Date & Time |
|---------|--------------------------------------------------------|------------------------|-------------------------|
| 1 | Publication of tender date online | Tender Purchase online | 13.03.2025 17:00 Hrs |
| 2 | Document download start date | - | 13.03.2025 17:30 Hrs |
| 3 | Seek clarification Start Date | - | - |
| 4 | Seek clarification End Date | - | - |
| 5 | Pre-Bid Meeting | - | |
| 6 | Bid Submission Start Date | - | 14.03.2025 10:30 Hrs |
| 7 | Bid Submission End Date (On line submission) | - | 01.04.2025 15:00 Hrs |
| 8 | Bid Opening Date (EMD & Techno Commercial bid opening) | - | 02.04.2025 16:00 Hrs |
| 9 | Financial Bid Open Date | - | Will be informed later |

Note:-

- i. The tenderer has to quote their rates online only in Schedule-4 and to be uploaded online as per key dates. Please note that, the Schedule of Price "Schedule-4" will not be accepted physically. In case Schedule-4 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. Last date for submission of online documents will be as per online key dates & time. The same shall be opened as per key dates and time.
- iii. The tenderers have to submit copy of e-receipt for EMD if submitted on line on portal.
- iv. 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.
- v. In case the date of opening of the tender is declared a holiday, the tender will opened on the subsequent working day at specified timing.
- vi. For further details, please visit our web site, www.mptransco.nic.in & <http://www.mptenders.gov.in> / www.sldcmpindia.com .

Date: 13.03.2025

**Addl. Chief Engineer (SLDC)
SLDC, MPPTCL, Nayagaon, Jabalpur.**

TENDER FORM**TENDER SPECIFICATION NO.LDET-08/2024-25**

To,

**The Superintending Engineer (LD:E&T),
SLDC, M.P. Power Transmission Co. Ltd.,
Nayagaon, Jabalpur.**

Sub:-Providing services FOR WORKS OF ROUND THE CLOCK MONITORING OF CONTINUITY OF REAL TIME DATA, HEALTHINESS OF COMMUNICATION SYSTEM, POWER SUPPLIES, AC PLANT AND LOGISTIC SUPPORT SYSTEM TO THE SLDC CONTROL ROOM.

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 Providing outsourced services for monitoring continuity of Real Time Data, healthiness of Communication System, Power Supplies, AC Plant & Logistic Support System for SLDC, Control Room which is described or referred to in the enclosures and schedules to the Tender Specification No. LDET - 08/2024-25 copies of which are annexed hereto and by which under the terms thereof are to be provided by Agency in a systematic manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that (i) General Terms and Conditions (ii) Special Terms and Conditions (iii) Questionnaire for Commercial Terms and Conditions (iv) All other terms and 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 interpret to its best advantage. Company's decision in this regard will be final and binding. The bidders 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.

System generated receipt dated ----- for online payment towards cost of tender specification No. LDET - 08/2024-25 is enclosed along with documents submitted in hard copy.

Dated this _____ day of _____ 2025.

Signature, Name & Seal of Bidder

SECTION-1

SPECIFICATION & SCOPE OF WORK

Section-I**SPECIFICATION & SCOPE OF WORK****1. SCOPE:-**

State Load Despatch Centre is an apex body to ensure integrated operation of the power system in Madhya Pradesh. State Load Despatch Centre is functioning under Madhya Pradesh Power Transmission Co. Ltd (MPPTCL), Jabalpur, which is a leading organization in power sector. The SLDC is required to ensure secure, economic and efficient operation of Power System in the Madhya Pradesh State. The details of functions and responsibilities of SLDC can be viewed on our website at www.sldcmpindia.com

SLDC Jabalpur has ISO 9001:2015 certification and ISO 27001:2013 (or latest) certification for implementation of ISMS (Information Security Management System).

In order to manage the activities related to monitoring of Real time data, Communications System, Power Supply, AC Plant and Logistic Support Systems, SLDC MP is hiring the agency that shall perform below mentioned functions for SLDC, Jabalpur for a period of one year: -

(A) SCOPE OF WORK :-

Professionals engaged by bidder shall be required to perform following works from SLDC premise:-

- (1) Round the clock monitoring of real time data on SCADA/EMS system and coordination with OEM Professionals for maintenance support.
- (2) Round the clock monitoring of real time data on SLDC web site and coordination with ISP/OEM Web Service Provider for continuity of data.
- (3) Coordination with Sub-LDC, Backup SLDC, RLDC, Field SubStations Stations/ Power Station/ RE Stations for maintaining continuity of telemetry data.
- (4) Monitoring of Auxiliary Power Supply System (DCPS, ACPS, Battery Sets). Running of DG set as and when required.
- (5) Monitoring of AIR Conditioning Plant and its operation.
- (6) Round the clock monitoring of various telephones/internets and coordination with service providers.
- (7) Monitoring of PCs and Peripherals, internet, LAN, WAN.
- (8) Start / Stop of Electrical lights of various location in Building.
- (9) Monitoring of REMC, URTDSM, ABT, OA & MIS system.

The above activities are round the clock in nature and bidder is required to perform monitoring on 24 * 7 through professionals deployed at SLDC. The hired agency shall require to keep record of the monitoring work in the form of log book prescribed by SLDC and the firm shall require to provide progress report on daily/weekly and monthly basis.

The monitoring work is required to be carry out from SLDC for which round the clock skilled manpower i.e. qualified &experienced professional/personnel,having two or more years of experience in the field of IT Software / Hardware / Auxiliary Power Supply System / Logistic Support System / Communication System for 24 * 7 basis i.e. **total minimum four professions are required to be deputed at SLDC for carrying out above activities.** In addition to this some expert support **as and when** required to deputed personnels are also required to be extended either online or on site depending on the situations.

The bidder along with engaged professionals shall maintain Confidentiality, Integrity and availability of system which is mandatory as per terms and conditions of the contract and needs to be strictly followed.The bidder are also require to ensure safety and security of the systems offered to be monitored. The bidders are required to execute Non-disclosure agreement in this regard.

As, the scope of the work is different and new, so bidder may visit SLDC, Jabalpur to understand the scope of work, number and type of manpower required for carrying out theses work or may contact office of SE(LD:E&T) at Phone Number 0761-2702744/9425805182 before submission of bid.

SCOPE & SPECIFICATION OF WORK

The brief scope of work and duties the successful bidder (the contractor/ Agency/Service provider) is required to carry out is being given in Part (A) above of this section.

(B) SCOPE FOR THE CONTRACTOR

1.0 The Successful bidder shall have to deployminimum four professionals at SLDC, MPfor the entire contract periodhaving 02 Years of working experience in the relevant field.Further, bidder shall ensure that various work as mentioned above shall be carried out within time frame stipulated by Officer Incharge.

- 1.1 Experience of firm/bidder:-**The firm participating in this bid shall meet the following conditions :-
- i.** The average turnover of the firm shall be not less than **Rs 36/- Lakhs** for the best last three years out of last four years.
 - ii.** The Net worth of the Bidder as per last year balance sheet should be positive, i.e. total Assets less total outside Liabilities shall be positive.
 - iii.** The firm shall be in the field of Maintenance / Support of IT/ Hardware / Software / Communication System/ Outsourcing of Manpower for minimum 3 years.
 - iv.** The firm shall have professionals who have understanding of Computer Hardware/Software/Networking along with understanding of various operating systems (e.g., Windows, Linux etc.) and Networking Protocols/ Communications Systems etc.
 - v.** Firm shall have the professionals (with minimum two years of experience) having ability to perform shift duties and having knowledge of computer and handling of sophisticated equipment round the clock.

- vi. Bidders are required to submit CA certified in prescribed format Schedule - 6 for Net Worth, Working Capital and Average Turnover for three years out of last four years.

Further, the bidder needs to submit the documentary evidence/declaration for the above-mentioned Criterion/requirements and further performing various monitoring of real time data / communication related work as per scope of work.

The necessary documentary evidence regarding experience/professional details of available manpower is required to be submitted by bidder along with offer, else offer shall not be considered for evaluation.

1.2 Strength, Qualification and Experience of Outsourced Professionals to be Deployed at SLDC.

- a) **Minimum Educational Qualification:-**The deployed personnel should be ITI holder in Electrical/COPA, or Diploma in Electrical/Electronics /Computer Application, or equivalent or better Equalization.
- b) **Work Experience:-** Minimum 02 Years of working .
- c) **Age Limit:-** Maximum Age Limit 35 Years.
- d) **Place of Reporting:-** O/o The Superintending Engineer(LD:E&T),SLDC, MPPTCL, Nayagaon, Jabalpur.
- e) **Officer in-Charge:-**The Superintending Engineer(LD:E&T), MPPTCL, Jabalpur.

1.2.1 After award of contract, firm has to submit the list of prospective professionals along with necessary documents/credentials to Officer in-Charge (OIC) towards qualifying criteria of required professionals for necessary screening, before actual deployment of professionals.

1.2.2 If it was found at any point of time that the deployed professional is not qualified enough to be engaged in assigned operation, then the same has to be replaced by the contractor within one-week time upon written notice of the OIC, else payment shall be deducted accordingly.

1.2.3The Professional(s) to be deployed should not have any criminal case on moral turpitude pending against him/her in any court of law and should be clear from vigilance angle. For this, service provider shall obtain undertaking from each of the prospective professionals and submit the same along with their individual credential to the respective OIC during the process of screening.

1.2.4(a) The deployed Professionals at SLDC shall be required to maintain confidentiality of SLDC systems.The successful bidder shall require to ensure safety and security of the systems offered to be monitored

(b) They have to work as per guidelines issued by SLDC and rules and regulations of SLDC.

(c) They have to provide performance report on daily/weekly and monthly basis.

(D.) They have to maintain shift wise record of activities i.e. log book for round the clock monitoring works.

1.2.5 All the employee should be humble, submissive & well-behaved contractor/bidder shall introduce employee to **S.E.(LD:E&T), MPPTCL Jabalpur** or his authorised representative and submit the proof of qualification, police varification details,experince of employees he proposes to engage on the work. The **S.E.(LD:E&T), MPPTCL, Jabalpur** or his representative will check the suitability (on the basis of Educational Qualification / Experience / skills / efficiency etc.) of employees and if found suitable to him, the employees may be deployed.

The contractor/firm shall also submit the documents / testimonials along with photo ID card / Photographs of each employees.

- i. Contractor has to submit following documents in the event of placement of order:-
 - a. Qualification details along with experience.
 - b. Bio-data.
 - c. Police Verification.
 - d. Medical Fitness.
 - e. Labor License, If applicable.
 - f. EPF Registration, If applicable.
 - g. GST Registration.
 - h. Photograph of Professional / Personnel intended to be engaged.
 - i. complete and certified permanent residential address and local address for official record.

1.2.6 The Personnel provided by the service providing Agency on hire basis will adhere to proper conduct and responsibility to ensure safety of material of MPPTCL inside the office premises of **S.E. (LD:E&T), MPPTCL, Jabalpur**.

1.2.7 The service providing Agency shall follow the provisions of Rules and Regulations framed by the Govt. and applicable under this contract.

1.3 Weekly off and duty hours: - As per the SCADA shift requirement,one person in each shift shall be deployed by the Agency, one person each in shift of 08 hours, and three shifts in a day, for round the clock duty.The Agency shall ensure that desired number of personnel's are engaged in order to perform the required work satisfactorily. Weekly off shall be arranged in rotation without any extra cost.Weekly off and other holiday shall be goverened through MPPTCL rules and its subsequent ammendment.**MPPTCL shall not be liable for extra payment other than the ordered valuein case of overtime/working during holidaysby engaged/deputedprofessionals.**

1.4 At no point of time during duty hours the deployed employee will be allowed under intoxication otherwise such staff will be liable for action and will be removed

from the Pay-roll and proper substitute shall be arranged by the contractor/firms immediately.

2. SUPPLY OF CREDENTIALS /TESTIMONIALS: -

The contractor/firm/Agency shall introduce the personnel proposed to be deployed along with his credential/testimonials to the **S.E. (LD: E&T), MPPTCL, Jabalpur** and will be deployed only if the personnel proposed is acceptable to him. In case, even at later stage, an employee is found unsuitable, the contractor shall provide suitable substitute immediately. The Contractor cannot remove any person without suitable replacement and consent of the **S.E. (LD: E&T), MPPTCL, Jabalpur**.

The administrative control over the professional engaged shall be of the **S.E. (LD:E&T), MPPTCL, Jabalpur**. He is empowered to take suitable action against the Agency or even termination of contract.

The brief scope of duties, the contractor is required to carry out in the contract has been given subsequently in this Section:-

- The contractor must provide identification card and the deployed personnel for the contract must carry identification card etc while coming to SLDC.
- The Agency shall follow the provisions of Rules and Regulations framed by the Govt. from time to time and applicable under this contract.
- The Agency shall submit the monthly running bill to the **Superintending Engineer (LD:E&T), SLDC, MPPTCL, Nayagaon, Jabalpur** who will forward the same to the RAO, MPPTCL, Jabalpur after due verification for making the payment.
- The Agency shall have to provide copy of Police Verification Certificates for the persons in their respective names regarding their non-involvement in any police case / crime etc. while deploying to the **Superintending Engineer (LD: E&T), SLDC, MPPTCL, Nayagaon, Jabalpur** to his satisfaction.
- The Personnel provided by the Agency shall adhere to proper conduct and responsibility to ensure safety of personnel & material of MPPTCL within the premises of SLDC, Jabalpur and shall take utmost care and responsibility in protecting it from any outside miscreants.
- The Agency shall employ and provide requisite number of personnel who are medically and physically fit for the job. The Agency shall also ensure that all the workers are free from any infectious disease before deployment of work.
- The Agency shall also have to indemnify for losses / expenses / damages sustained, penalties/fines if payable by MPPTCL resulting directly or indirectly from Agency 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 Professionals shall be borne by the Agency.
- On absence of any deployed personnel, the agency will immediately arrange the substitute 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 personnel deployed at SLDC shall not be replaced frequently during the contract.
- The Agency shall keep the names and addresses of the personnel deployed in the premises of SLDC well informed and also submit the Police verification Form at SLDC.
- All the deployed personnel have to be insured mandatorily 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 (Agency) whatsoever. MPPTCL shall not accept any liability in this regard.
- All the financial and other liabilities of the professionals/personnel shall rest with the Agency. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws and act as applicable from time to time with regard to the personnel engaged by the Agency for MPPTCL. MPPTCL will not have any responsibility in case of mishandling, accident or death of any professional/personnel.
- The Agency shall make the regular payment of salary and wages to its personnel's engaged by the agency under the contract. A duplicate copy of salary sheet duly signed by each professionals shall be submitted by the Agency as indicated in clause No. 33, Section-2 along-with Monthly bills to the office of **S.E. (LD:E&T), MPPTCL, Nayagaon, Jabalpur.**
- In addition to the above, the deployed staff shall carry out the work as per instructions of the Engineer-In-Charge or his representative time to time.

3.0 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 Agency on production of proof of having paid the same / proper GST invoice to the concerned Department.
- 3) All the financial and other liabilities of the professionals/personnel will be of Agency. MPPTCL will not be having any responsibility in case of mishandling, accident or death of any professionals/personnel.

SECTION-2

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

SECTION-2**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

| Sr. No | Particulars | Downloads |
|--------|------------------------------------------------------|----------------------------------------------------|
| 1. | Notice to Bidders | notice_to_bidders_v906.pdf |
| 2. | Registration of Bidders | Bidder_Registration_Manual_Updated_v906.pdf |
| 3. | Uploading of My Documents | MyDocument_Updated_v906.pdf |
| 4. | Online e-Bid Submission | Three_Cover_Bid_Submission_New_v906.pdf |
| | | _cover_bid_submission_new_v906.pdf |
| | | Four_cover_bid_submission_new_v906.pdf |
| | | Single_Cover_bid_submission_New_v906.pdf |
| 5. | Online Bid Withdrawal | bid_withdrawal_updated_v906.pdf |
| 6. | Online Bid Re-submission | Bid_Resubmission_Updated_v906.pdf |
| 7. | Clarifications (Tender Status, My Archive...) | Enquiry_Updated_v906.pdf |
| 8. | Trouble Shooting | troubleshoot_document_v906.pdf |
| 9. | BoQ Preparation | ItemWise_BOQ_New_v906.pdf |
| | | Percentage_BOQ_Updated_v906.pdf |

| | | |
|--|-------------------|--------------------------------------|
| | Guidelines | ItemRate_BOQ_Updated_v906.pdf |
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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 submitted as part of the bid. Bidder should note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each document that needs to be submitted. 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 BG towards EMD, the bidder has to opt for "exemption" option on the website and upload the scanned self-certified copy of EMD document/BG 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. The details of the BG, physically sent, should tally with the details available in the scanned copy and the data entered at the time of bid submission.
- 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 (BoQ1) 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 colored (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(BoQ1) file is found to be modified by the bidder, the bid will be rejected.
- 7) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing 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 / 4001005 / 6277787.

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 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 **₹.12,000.00 (Rs. Twelve 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 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 furnish the Hard 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 <https://mptenders.gov.in/nicgep/app>. They shall have to submit the following documents online in the website.

- i. Their complete techno-commercial offer containing detailed 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.

(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 or Uploading PDF or any other format / file of price bid other than that given in the tender (i.e. BoQ1.xls) will not be considered. Prices are to be quoted at one designated place only. 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 as well as physical 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.

SECTION-3

GENERAL TERMS & CONDITIONS

Section-3**GENERAL TERMS AND CONDITIONS FOR PROVIDING
OUTSOURCING SERVICES AT SLDC, MPPTCL, NAYAGAON, JABALPUR.**

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. The methodology for preparation and submission of tender in detail is being given in this section. The qualifying and techno-commercial requirements for bidders and various terms and conditions applicable are also being given subsequently.

1.2 The tender should be uploaded electronically on the website <http://mptenders.gov.in>.

1.3 Qualifying Requirement:-

The entities registered OR incorporated under the Companies Act of India/ firms/ consultants or individuals who fulfill the following Qualifying Requirements (QR) as mentioned below shall be eligible for this tender. The documentary evidence for following documents are required to be submitted along with the tender: -

PRE-QUALIFYING CRITERIA

- i. A single entity/company or a partnership firm duly registered as per the Companies Act or Partnership Act or any other relevant Act in India and having GST registration No. in its own name.
- ii. The bidder should submit tender cost invariably and EMD, if not exempted as per tender conditions.
- iii. The Bidder should be a company /partnership firm/ LLP with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2024.
- iv. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- v. The bidder should have good track record and should not have been blacklisted or debarred by any of the successor companies of MPSEB or any MP State Govt. or Department/PSUs/Organization in any other state/central government or in corporate in Power Sector/Utilities.
- vi. Litigation history:- The bidder has to submit certificate that no court/arbitral award decision against the Bidder in last five years counted up to the date of opening of Bid.

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 fulfillment of which will only enable bidder to participate in this bid invitation: -

- A copy of GST Registration certificate and certificate of incorporation, if bidder is registered under company act.
- Bidder has to submit Income Tax Acknowledgment along with balance sheets and P&L accounts documents or annual turnover certificate issued by chartered accountant containing UDIN of three (3) consecutive financial years (FYs) in last four (4) FYs.
- The professional/employee deployed by contractor are covered with PMJJBY/ PMSBY/ group insurance scheme.
- Documentary evidence for meeting all the criterion as per section -1(A) i.e. Scope for the contractor along with experience of engaged Professionals/personnel.
- Details of experience along with documentary proof of satisfactory completion of work (performance/ work completion certificate) along with documentary evidence shall be submitted by the firm regarding minimum three year in the related field as mentioned above.
- Schedule-2 (Schedule of qualifying requirement).
- Schedule-5 (Details of ongoing works with the contractor).
- Schedule-6 CA certified standalone audited balance sheet and working capital.

1.4 Price Bid:-

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. [Schedule of Prices, Schedule-4] 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 submitted in hard copy such bids are liable for rejection.

As, the scope of the work is different and new, so bidder may visit SLDC, Jabalpur to understand the scope of work, number and type of manpower required for carrying out these work or may contact office of SE(LD:E&T) at Phone Number 0761-2702744/9425805182 before submission of bid.

2 EARNEST MONEY :-

The required Earnest Money of **₹12,000.00 Only** is to be submitted Online by the bidder. The details of earnest money shall be indicated in Schedule-1 of this Tender. Earnest Money shall be furnished in the following manners :-

- 2.1** The EMD of respective amount as indicated against the tender, is to be submitted Online by bidder.
- 2.2** 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.
- 2.3** 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 :-
- 2.4** Registered Small-scale Industries of Madhya Pradesh or MSME registered firms of MP in the concern area/field.
- 2.5** Ancillary units of than Madhya Pradesh State Electricity Board.
- 2.6** M.P. State/Central Government undertakings or fully owned State Govt. manufacturing unit with 100% Govt. shares.
- 2.7** Small-scale units enlisted with the National Small-scale Industries Corporation for Central Govt. Stores Purchase Program.
- 2.8** If the Earnest Money is not submitted, the offers shall be summarily rejected and shall not be opened.
- 2.9** 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.
- 2.10** 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.
- 2.11** 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. In case the aforesaid validity does not cover complete contract period, an

undertaking shall have to be given by the L-1 firm regarding making the same available within 15 days' time on receipt of Work Order.

- 2.12** 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.
- 2.3** Tender covers will not be opened if on opening of the earnest money cover, it is revealed that the same is not furnished in proper form and in such cases, the tender covers will be returned un-opened.
- 2.4** **Validity of the Offer:-**The offer shall be valid for a period of One Hundred & Twenty Days(120 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 QUALIFYING REQUIREMENT OF THE BIDDER:-

- 3.1 GST Registration Certificate:-**The firm/individual bidder should possess a valid "Goods and Service Tax Registration Certificate" in his own name/in the name of firm.
- 3.1(a) Financial Statements & PAN card:-**Bidder has to submit Income Tax Acknowledgment along with balance sheets and P&L accounts documents or annual turnover certificate issued by chartered accountant containing UDIN of three (3) consecutive financial years (FYs) in last four (4) FYs
- 3.2** It is essential that Registration Certificate should bear exactly the same name of the applicant/Bidder as indicated by him in Schedule-I. In case of any miss- match in the name printed on aforesaid documents offer shall be rejected.
- 3.3 Qualifying Requirement: –**
- a.** The bidder should have experience of Maintenance / Support of IT & OT Systems/Communication System, /Power Supplies, AC Plant/ Logistic Support System along with experience of Outsourcing/Engagement of Professionals in reputed organization preferably in Govt. & Public Sector/ Autonomous body for at least three years. Further the bidder shall have professional having knowledge of Computer /Communication Operations, Maintenance and.(Bidder is required to submit list of clients as above along with satisfactory performance certificate from such clients).
- 3.4 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).

- 3.5 Details of ongoing works** :-Bidders who have executed similar types of jobs in past shall have to give details of ongoing works in Schedule-5.
- 3.6 Financial Criteria** :-Bidders are required to submit CA certified in prescribed format Schedule 6 for Net Worth, Working Capital and Average Turnover for three years out of last four years.
- 3.7** While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, MPPTCL will also take in to account such factors as performance against earlier contracts in MPPTCL only in terms of quality of works done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.
- 3.8** The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender.

4 TENDER PROCEDURE: -

- 4.1** The offers shall be submitted in online mode on MP Tenders Portal as detailed in Section -3.
- 4.2** If "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 as per clause-3 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.
- 4.3** The format of Schedule of Prices [Schedule-4] given in the tender documents [pdf file] 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. [Schedule of Prices, Schedule-4] 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. The tender should be complete with all schedules attached to the tender specification. Any changes in the format of tender form & schedules are not acceptable otherwise; the tender will be liable for rejection.
- 4.4** 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.

- 4.5 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.
- 4.6 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.
- 4.7 Corrections/ changes made in the offer (bid) by the bidder shall bear the signature of the person signing the tender.

5 MODIFICATION & WITHDRAWAL OF BIDS:-

- 5.1 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.
- 5.2 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.

6 RATES:-

- 6.1 The rate shall be decided as per schedule -4 of this tender document and successful bidder shall be decided based on L1 as per schedule 4 subject to meeting the eligibility criterion. The rates shall be inclusive towards salary of deployed professionals/Personnel for round the clock monitoring work, ESIC, EPF, Service Charges and all the expenditure towards Communication, Conveyance, Report Preparation Activities/log book maintenance, Uniform, Stationery, Insurance under Workman Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc.

7 RECEIPT OF TENDER:-

A bidder has to submit the tender on E-portal of www.mptenders.gov.in before due date & time. It is the responsibility of the bidders to ensure that the tender complete in all respect along with the earnest money are submitted before the specified time.

8 OPENING OF TENDER:-

8.1 Opening of PQR/Techno-Commercial Bid: -

- 8.1.1 The tender shall be opened on due date as indicated in the tender notice in the chronological order.. If "Earnest Money" & Tender Cost is found in order (adequate & in proper form), "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened one by one on E-Portal.

8.1.2 In case it is observed that bidders have not submitted tender in line with our requirements or not submitted few documents or submitted erroneous documents, MPPTCL be at liberty to accept or reject such bids. If required such documents & clarifications may be obtained subsequently though the same may not be binding for MPPTCL to accept or reject. The decision in this regard will be final & binding to all the bidders.

9 OPENING OF PRICE BID :-

9.1 The "Price Bid" (submitted online in *BoQ1.xls*) of such of the eligible Bidders, 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 pre-qualifying requirements and Techno-Commercial criteria and other terms & conditions of the tender shall not be opened. The discretion in this respect shall entirely be with the Company (MPPTCL) and binding on all the bidders.

9.2 The eligible bidders are required to depute their authorized representative for attending, witnessing opening of the price bid and for taking any action if required subsequently in case of any "Tie" among bidders for L-1 or otherwise. The action to be required from bidder's end and methodology to be exercised by MPPTCL in case of arising of peculiar situations after price bid opening. In case if any bidder fails to attend price bid opening, in absence of such bidders for which no objection from the such bidders shall be entertained.

9.3 In case the date of opening of the tender/ price-bid is declared a holiday, the tender will be received and opened on the subsequent working day at the specified timings.

9.4 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.

10 EVALUATION:-

10.1 The evaluation of lowest bidder will be done on the basis of the total charges for monitoring services i.e. inclusive of all i.e. towards salary of deployed Personnel for round the clock Monitoring work, ESIC, EPF, Service Charges and all the expenditure towards Communication, Stationary, Logbook maintenance, Conveyance, Uniform, Stationery, Insurance under Workman Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna and all other incidental charges etc.

11 SNAP BIDDING:-

In case the prices received are found to be much higher than the cost estimated by the Purchaser or order placed by other utility for similar

material, the Purchaser reserves the right to opt for Snap Bidding, in which case following conditions shall be applicable: -

- i. In case the Purchaser opts for snap bidding, all the initial Price Bids shall be discarded and all the responsive Bidders, whose Price Bids were earlier opened, shall be invited to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and Price Bid opening of such Price Bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic Bid submission procedures specified for resubmission of Price Bids.

The lowest evaluated price shall be communicated to the responsive Bidders and they shall not be allowed to quote above the lowest evaluated price, in the new Price Bid. If any Bidder's new price is found to be higher than the lowest evaluated price, its Bid shall be treated as non-responsive and the Bidder shall not be considered for award.

- ii. In case any of the invited Bidders do not submit new Price Bid during the snap bidding then the Bidder shall not be considered for any further evaluation by the Purchaser.
- iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the Bidding document. The Purchaser shall evaluate the Price Bids and derive the lowest evaluated Bid (L1). However, even after submission of new Price Bids by the Bidders, the Purchaser reserves the right to reject the lowest evaluated Bid Price. If the Bid is rejected by the Purchaser then the entire Bidding process shall be annulled.

In case snap bidding is not possible due to limitation of e-portal, negotiation of the prices shall be done.

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

12. 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 contractor unless specified.

13. NEGLIGENCE:-

If the contractor/Bidder 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 day's 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 contractorshands 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 contractor shall be entitled to retain the balance which may be otherwise due on the contract by him to the contractor 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 agency to the satisfaction of Engineer-in-Charge, the contract may be terminated as per relevant clauses.

14. DEATH OR BANKRUPTCY OF CONTRACTOR/FIRM:-

In case, the Firm 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.

15. 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.

16. CONTRACTOR'S/BIDDER REPRESENTATIVE AND WORKMEN:-

The contractor/Bidder may employ his competent representative(s) {Supervisor}, whose name(s) shall have previously been communicated in writing to the Engineer-in-Charge by the contractor, 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 agency in the execution of or otherwise about the works who shall misconduct himself or be incompetent

or negligent and the contractor 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 contractor's expense.

17. LIABILITY FOR ACCIDENTS AND DAMAGES: -

The contractor shall be entirely responsible for all loss, damage or depreciation of work, site equipment / any other material etc. 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 and saved harmless the Company against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered after taking over the SLDC work by persons employed by the contractor on the works 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 employers for injuries suffered by employees and take steps properly to insure against any claim there under.

18. DEDUCTIONS FROM CONTRACT PRICE:-

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

19. 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 Professionals 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** and his decision shall be final and communicated through Engineer-In-Charge.

20. 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.

All works shall be executed in accordance with the Indian Electricity Rules, 1956 and subsequent statutory modifications thereof, wherever they are applicable.

21. ABANDONMENT OF CONTRACT:-

Abandonment of responsibilities accepted by the agency under this contract without prior notice is strictly prohibited. If, for what-so-ever reasons, agency wishes to discontinue the 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 agency 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 agency shall discontinue the work. Otherwise, the same act of discontinuance shall be treated as without permission and therefore shall be treated as endangering the work of MPPTCL and 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-22 (Termination of contract).

22. 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% 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.

23. 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.

24. PAYMENT:-

100% payment of monthly bill shall be made through running non-objected bills normally within 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. 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. **MPPTCL GST Registration No. is -23AADCM4432C1Z3.**

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 Professional for arranging payment. The payment shall be made by concerned Regional Accounts Unit.

25. TAXES & DUTIES:-

- a. The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.
- b. 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 agency, on the basis of Tax invoice submitted by the firm as per GST Act. The responsibility of timely payment of GST shall lie on the agency. 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.

[b] The deduction of income tax/GST 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.

26. DISPUTES:-

- a) Personnel engaged by the contractor shall NOT have any legal right for engaging them in regular establishment of MPSEB/ MPPTCL during the contract or on expiry of contract. Further, such Operating 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) Agency 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 tender, shall be subjected to exclusive jurisdiction of competent court at Jabalpur only.

27. PERFORMANCE:-

The Selected bidder shall submit monthly progress report for the ongoing/completed works under the contract during the month for all the works undertaken under the instant tender. The Engineer-In-Charge will issue a notice to the Agency specifying the various areas wherein performance has been found to be un-satisfactory and the Agency 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 penalty shall be applicable and detailed has been covered in Penalty Clause.

28. 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.

29. CONTRACT AGREEMENT, NON-DISCLOSURE AGREEMENT, SECURITY DEPOSIT & INDEMNITY BOND:-

- a. 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 provide outsource services, for the due performance and observance of the terms and conditions of the contract for the entire contractual period.
- b. **Non Disclosure Agreements** :-It may also be mentioned that every firm and its Personnel engaged for aforesaid work is required to submit Non-Disclosure Agreements (NDAs) on stamp before commencing the work. The bidder along with engaged professionals shall maintain Confidentiality, Integrity and availability of system which is mandatory and needs to be strictly followed else MPPTCL reserves the right to terminate the contract and further report to appropriate Ministry/Agencies of Govt of MP (GoMP) and GoI (Govt. of India) to blacklist the agencies for doing further business in India and MP.

Performance Guarantee/Security Deposit:- Tenderers may please note that 10% of the ordered value shall be submitted within 28 days from the date of order for performance guarantee/Security Deposits and faithful performance of the terms & conditions of the order in one of the following form :-

- i. Payment should be made through Demand Draft in favor of "RAO MPPTCL COLLECTION ACCOUNT SLDC" JABALPUR or through RTGS/NEFT. The detail is given below :-

Name of Account: "RAO, MPPTCL COLLECTION ACCOUNT SLDC" JABALPUR

Current Account No. : 571701010050209.

Name of Bank : UNION BANK OF INDIA.

Branch Address : SHAKTI BHAVAN ROAD, JABALPUR.

IFSC Code : UBIN0557170.

Bank Guarantee on any Nationalized / Scheduled Bank strictly as per Board's / MPPTCL proforma which shall be furnished along with purchase order. The Bank Guarantee shall be sufficiently valid to cover the Warranty / Guarantee period and 6 months lodgment period.

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.

The Security Deposit shall be returned only on request & after faithful performance of the terms & conditions of the order and on expiry of the

Warranty / Guarantee period, provided there is no claim for recovery against the supplier.

- c. 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.
- d. 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.
- e. 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.
- f. 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.

30. Affidavit / Undertaking for Statutory Compliances: - The successful service provider(s) has to furnish an affidavit on **Rs 500/-** Non-Judicial Stamp Paper duly notarized at the time of signing of contract agreement stating that :-

- a. The service provider shall abide by all the laws related to compensation under Employee's Compensation Act 1923 / ESI Act 1948 including labour / relevant license, EPF, Insurance of Professional(s) / Personnel's, as applicable, at their own cost.
"The MPPTCL reserves the right to direct the outsourcing agency / service provider to produce a certificate showing remittance of the contribution in respect of the deployed Professional(s) / Personnel's towards EPF and Insurance/ESI to the respective organization(s) as and when required."
- b. The deployed Professional(s) / Personnel's under this contract shall not claim any lien as an employee of MPPTCL, for the services they are rendering to the MPPTCL.
- c. The service provider shall be responsible for any mis-happening/ accident to any deployed Professional(s) / Personnel's at place/ site of work & compensation payable on this account. Any liabilities arise in respect to provision of labour act/employee's compensation act (may be due to the negligence of the service provider / deployed Professional) shall be recovered from their running bills/pending dues.
- d. The service provider will be responsible for safety of MPPTCL's equipment & employees. Any losses, damages to the MPPTCL's

equipment have to be renewed/ replaced by the service provider free of cost.

Note:-The professionals to be deployed shall also have to furnish an undertaking to the OIC in respect to following points: -

- i. He/she shall not claim any lien as an employee of MPPTCL, for the services they are rendering to the MPPTCL.
- ii. He/she shall abide by the safety norms and will not cause any harm to MPPTCLs" equipment & employees.
- iii. In case of any mis-happening/ accident caused to him/her at place/site of work, they shall not claim any compensation from MPPTCL.
- iv. Engaged Personnel/Professionals shall have to follow Non-Disclosure Agreement i.e. shall not share the confidential data to anywhere else.

31. COMMENCEMENT, CONTRACTUAL PERIOD & EXTENSION ORDER:-

- a. The initial contractual period of contract will be Twelve Months w.e.f. 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 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 placing order subject to non performances.
- a. 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.

32. INSURANCE:-The man-power deployed by the contractor in the contract shall be insured appropriately under ESIC/ Workman Compensation Act and any other insurance policies if necessary to cover the risk of deployed laborers during the course of execution of work.

- (i) Insurance under ESIC is mandatory if applicable to the area. In case if ESIC is not applicable to the area then insurance under Employees Compensation Act [WC Policy] shall be necessary.

- (ii) A part from this, every employee will be insured under PMJJBY, PMJJBY (Pradhanmantri Jeevan Jyoti Beema Yojna) & PMSBY(Pradhanmantri Suraksh Beema Yojna) for which no extra payment shall be given to contractor.

33. Compliance of Labor Laws: - The Firm will be solely responsible for compliance of all labor laws such as Minimum Wages Act, EPF Act etc.in relation to the employees engaged by the firm.

34. SUBMISSION OF DOCUMENTS ALONGWITH BILLS BY THE CONTRACTOR:-

- 34.1** 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.
- 34.2** List of Professionals/Personnel (giving name and qualification) engaged by the agency along with UAN No. issued by EPF along with pay slip which all attributes of Perks and Deductions(statement showing the details of employee's Account No. to which amount is transferred).
- 34.3** Attendance sheet of Professionals/Personnel on duty during the month, verified by authorized representative of Engineer-In-Charge.
- 34.4** Details of Bank Account Number/Cancelled check of Firm to which payment shall be made by MPPTCL.

35. PENALTY :-

In case of non-execution of work/absence/leave or unsatisfactory performance of any personnel, alternate arrangement for suitable replacement will be made by the agency/bidder failing which deduction/penalty shall be levied as per following rates : -

- a. 1st instance of non-satisfactory performance, penalty @ 10% of total monthly charges (monthly contract value including taxes).
- b. 2nd instance of non-satisfactory performance, penalty @ 25% of total monthly charges (monthly contract value including taxes).
- c. 3rd instance of non-satisfactory performance, penalty @ 50% of total monthly charges (monthly contract value including taxes).
- d. Penalty for absence of manpower will be levied @₹. 300.00 per shift per person.
- e. In case, if shift is found unattended for continuously for three shift (i.e none of the deployed employee of the man power providing agency is present at the shift). Then penalty @ 20% of a monthly charge shall be recovered for each such instance and after 3 (three) such instances contract may be terminated and security deposit shall be forfeited.

(i.)The Engineer-In-Charge will issue a notice to the Agency specifying the various areas wherein performance has been found to be un-satisfactory and the Agency 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, penalty @ 10% of total monthly charges (monthly contract value including taxes).

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

(iii.) In case explanation furnished by the Agency is not found to be tenable, then he will be liable for imposition of 2nd penalty to the extent of deduction of 25% of total monthly charges (monthly contract value including taxes).

(iv) Even after Second instance of irregularity if one more instance is noticed by the Engineer-In-Charge, he will again issue a notice to the Agency indicating areas, where performance of the Agency has not been found to be satisfactory and in this case also the Agency will have to furnish his explanation along with supporting documents within one week's time.

(v) In case explanation furnished by the Agency is not found to be tenable, then he will be liable for imposition of 3rd penalty to the extent of deduction of 50% of total monthly charges (monthly contract value including taxes)

(vi) In case of 3rd warning, MPPTCL, on receipt of explanation from the Agency reserves the right to get the reasons for non-performance as also reasons furnished by the Agency, examined by a Committee of three Senior Officers. Concerned S.E. shall initiate the proposal to form a Committee.

(vii.) The concerned S.E. 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).

(viii) After third 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.

36. Reports to be submitted by successful bidder: -Selected Agency/Bidder will be required to maintain log book of various works carried out while monitoring of real time data and logistic support system. Further, the professional deputed in shift will be required to report telephonically to the concern officer as and when required as well as all the works carried out during each shift. A weekly as well as monthly report will be required to be submitted to SE(LD:E&T) mentioning progress of the various works/ status of ongoing/completed works under the contract during the month for all the works undertaken under the instant tender.

SECTION-4

SPECIAL TERMS & CONDITIONS

Section-4**SPECIALTERMS AND CONDITIONS**

- 1.1 In order to carry out the works mentioned in SCOPE of work section, bidders will require to deploy minimum four experienced and skilled professionals at SLDC for round the clock monitoring through eight-hour shift duties. Back office support to the professional deputed at Site, onsite additional support as and when required shall also be provided.
- 1.2 The bidder's professional is to maintain log book of various activities including record reading of various equipment's. The deployed professional has to monitor these parameters on 24 * 7 and required to inform to concern officers in case of any abnormalities is detected/observed.
- 1.3 Bidders deployed professional are required to work in coordination with OEM of various systems and with SLDC in charge of various systems. They are required to report to concern in charge on regular basis, in case of any occurrence, otherwise they are required to report to concern in charge at the end of each shift.
- 1.4 In order to carry out monitoring work of various sophisticated equipment's, the deployed professional will be provided detailed procedure as well as Standard Operating procedures (SOP). The bidder's professional has to follow the guidelines strictly.
- 1.5 Communication facility, Transport of deployed professional will be arranged by the bidders at his cost.
- 1.6 The bidders will be required to provide uniform as directed by SE (LD: E&T) to the deployed professionals.
- 1.7 The bidders are required to ensure confidentiality, Security and safety of the system offered for monitoring.
- 1.8 The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the Professionals/Personnel shall engaged 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.
- 1.9 On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the Agency 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 Agency by Company or otherwise howsoever.

- 1.10 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 agency shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day/night/holiday.
- 1.11 The **Superintending Engineer (LD:E&T)** or equivalent/higher authorities will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Agency.
- 1.12 In case of any theft Agency shall lodge the complaint with Police Department. However, agency 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.

Schedule-1

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
 - iv. PAN (Permanent Account No.)
 - v. GST No.
 - vi. E-mail address.....
3. Whether bidder is an old participant with MPPTCL. **Yes/No**
 - i. Whether bidder is an individual / **Yes/No** Proprietor/ Partnership Firm/Ltd. Company (please indicate)
 - ii. Earnest Money details
 - a. Amount of E.M.D. _____
 - b. If submitted online at the portal **Yes/No**
 - c. In case of BG towards EMD **Yes/No**
 - d. Scanned Copy of BG towards **Yes/No** EMD Uploaded.
 - e. Issuing bank / drawn on bank. _____
 - f. If exempted, reason with details _____

Place:-

Date :-

SIGNATURE,
NAME&SEAL OF BIDDER/TENDERER

Schedule-2**SCHEDULE OF QUALIFYING REQUIREMENTS**

| Sr. No. | Description | |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. | Whether a copy of Certificate of Goods & Service Tax Registration No. in the Name of Bidder/ Firm is enclosed under Composite OR Non-Composite Scheme [Please indicate the percentage of GST applicable @ | Yes / No |
| 2. | Whether a copy of Registration of PF&ESIC in the Name of Bidder/ Firm is enclosed. | Yes / No |
| 3. | Whether a copy of PAN in the Name of Bidder/ Firm is enclosed. | Yes / No |
| 4. | Copy of registration under Company's Act (if registered company) already submitted. | Yes / No |
| 5. | Whether proof regarding 3 yearsexperience in therelevant field is enclosed | Yes / No |
| 6. | Whether copy of financial statements/audited balance sheets and P&L accounts documents along with annual turnover certificate issued by chartered accountant containing UDIN of three (3) consecutive financial years (FYs) in last four (4) FYs. are enclosed. | Yes / No |
| 7. | Power of attorney, if tender is being signed by other than authorized person / bidder is enclosed. | Yes / No |
| 8. | Whether a copy of details of ongoing works is enclosed. | Yes / No |
| 9. | Whether proof regarding availability of Professionals/Personnelas desired in Section 1.1 is submitted. | Yes / No |
| 10. | Whether Firm is agreed to the scope of work as mentioned in Section 1 of tender documents and agreed to provide minimum four number of persons with desired skill at SLDC and other technical support/man power as and when required. | Yes / No |
| 11. | Whether firm is agreed to carry out the scope of work mentioned in tender on round the clock i.e. 24 * 7 basis by deploying desired manpower at SLDC. | Yes / No |
| 12. | Whether bidder is a single entity or a partnership firm duly registered as per the Companies Act or Partnership Act or any other relevant Act in India and having GST registration No. in its own name. | Yes / No |
| 13. | Whether the bidder should be a company /partnership firm/ LLP with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2024. | Yes / No |
| 14. | Whether Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder. | Yes / No |
| 15. | Whether the bidder should have good track record and should not have been blacklisted or debarred by any of the successor companies of MPSEB or any MP State Govt or Department/PSUs/Organization in any other State/Central government or in corporate in Power Sector/Utilities. | Yes / No |

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

Place:- _____

Date :- _____

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

Schedule-3SCHEDULE OF QUESTIONNAIRE

| | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | Whether firm is agreed to carry out the scope of work mentioned in tender on round the clock i.e. 24 * 7 basis by deploying desired manpower at SLDC. | Yes / No |
| | Whether Firm is agreed to the scope of work as mentioned in Section 1 of tender documents and agreed to provide minimum four number of persons with desired skill at SLDC and other technical support/man power as and when required. | Yes / No |
| 2 | Whether the offer is valid for 120 days from the date of opening of tender. | Yes / No |
| 2 | Please confirm that Goods & Service Tax is chargeable Extra at prevailing rates & rules. Please indicate rate of GST applicable _____ to be filled by the bidder. | Yes / No |
| 3 | Whether agreeable to Penalty Clause stipulated in the tender as per clause 35 of section -3. | Yes / No |
| 4 | Whether MPPTCL's Terms of Payment as per Clause No. 24 of Section-3 is agreeable. If no, please state conditions. | Yes / No |
| 5 | Whether agreeable to furnish Security Deposit @ 10% of ordered value for satisfactory execution of the order for entire contractual completion period (as per Clause No. 27 of Section-3). | Yes / No |
| 6(a) | Please confirm that adequate, qualified & trained manpower shall be deployed by you. Also, please confirm that weekly off shall be ensured to all the employees. | Yes / No |
| 6(b) | Please confirm that L2/L3 Back office support shall be provide onsite/offsite as per requirement. | Yes / No |
| 7 | Do you Agree 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 |
| 8 | Please confirm whether you have noted our specific condition under Clause No. 11 of Section-3 that no subletting of contract would be permitted under this Tender Specification unless specified. | Yes / No |
| 9 | Please confirm that the rates offered by you are not associated with any binding condition such as Advance Payment, exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc. | Yes / No |
| 10 | Whether you are agreeable for all the terms & conditions stipulated in this Tender, if no, please clarify the same in Schedule of Departure/Deviation (Schedule-7). | Yes / No |
| 11 | Whether you are agreeable to completion period of one year against initial order and further extensions based on performance for a period of one year time. | Yes / No |
| 12 | Whether you agree to extend the contract for one more year on the same rate terms and conditions in case procurer so desire. | Yes / No |
| 13 | Whether the bidder along with engaged professionals shall maintain Confidentiality, Integrity and availability which is mandatory as per terms and conditions of the contract as per section 3, clause 29. | 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.11is :- 1) YES: Please mention the same in Schedule of Departure/Deviation (Schedule-7).
- (vi.)No Deviation should be mentioned clearly in (Schedule-7).
- (vii) Acceptance of extension at Sr. No. 12 of above Table is mandatory otherwise bid is liable for rejection.

Place: - _____

Sign, Name & Seal of Bidder

Schedule-4**SCHEDULE OF QUANTITY & PRICE FOR PROVIDING OUTSOURCING SERVICES
(PRICE BID)**

[Based on Minimum Wages w. e. f. 01.10.2024, As per Labour Commissioner, Indore
Letter No.6/11/A/V/2024/29501 – 750 dtd. 30.09.2024]

| Sr. No. | Name of Activity | Particulars | Monthly Rate (In ₹.) | Yearly Rate (In ₹.) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| 1 | 2 | 3 | 4 | 5 |
| 1. | PROVIDING SERVICES FOR ROUND THE CLOCK MONITORING OF CONTINUITY OF REAL TIME DATA, HEALTHINESS OF COMMUNICATION SYSTEM, POWER SUPPLIES, AC PLANT AND LOGISTIC SUPPORT SYSTEM TO THE SLDC CONTROL ROOM | The bidder are required to perform monitoring services as mentioned in Scope of work by deploying round the clock experienced professionals at SLDC for monitoring continuity of Real Time Data, healthiness of Communication System, Power Supplies, AC Plant & Logistic Support System for SLDC, Control Room. | | |
| 2. | Goods & Service Tax @ 18.0% | | | |
| | | Total (1+2) | | |

1. In order to carry out the scope of work, minimum four highly skilled manpower having desired qualification and experience is required to be deputed at SLDC. The above charges are inclusive of all i.e. towards salary of deployed professionals for carry out work mentioned in Scope of Work, ESIC, EPF, Service Charges and all the expenditure towards Communication, Conveyance, Uniform, Stationery, Log Book Maintenance, Insurance under Workman Compensation Act, Pradhan Mantri Jeevan Jyoti Bima Yojna & Pradhan Mantri Suraksha Bima Yojna, shift and night shift allowance and all other incidental charges etc.
2. The above charges are for a period of one year from the date of commencement of contract. However, on satisfactory completion of work, the contract may be extended for further one year on same rates, terms and conditions.

Schedule-5**DETAILS OF ONGOING WORKS WITH THE FIRM**

(TO BE KEPT IN ENVELOPE)

| Sr. No. | Particulars of works | Name of Organization | Order No. &Date | Order value | Value of works executed | Value of balance works to be executed |
|----------------|-----------------------------|-----------------------------|----------------------------|--------------------|--------------------------------|----------------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |

(Signature, Name & seal of the Bidder)

Schedule- 6**PROFORMA FOR SUBMISSION OF FINANCIAL DETAILS**

The details may be submitted in the following format: -

Bidder's Legal Name _____
 Bidder's PAN & GSTN _____
 Tender ID _____ Date _____

A Net Worth

| Sl.No. | Particular As on 31 st March-2024 | Amount |
|--------|----------------------------------------------|--------|
| 1. | Net Worth | |

B Working Capital: -

| Sl.No. | Particular (As on 31 st March-24) | Amount |
|---------|----------------------------------------------|--------|
| 1 | Current Assets | |
| 2 | Current Liabilities | |
| 3 (1-2) | Net Working Capital (1-2) | |

(Note:- Net Working capital has been computed as per accounting standard)

C Average Turnover:-

This is to certify that the Average Annual Turnover of the entity of the best three years out of last four financial year is Rs _____. The year wise Turnover is a under:-

| Sl.No. | Financial Year | Turnover |
|--------|----------------|----------|
| 1 | 2020-21 | |
| 2 | 2021-22 | |
| 3 | 2022-23 | |
| 4 | 2023-24 | |

The above said information is true and correct to the best of my knowledge and belief and the information has been extracted from the books of Accounts maintained by the entity.

Date :-
Place

Seal and Sign of Chartered Accountant
 Membership No.
 Name of Firm
 Firm's Registration No.
 Mobile No.
 UDIN No.

Schedule-7**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:-

| Sr. No. | Description & Clause No. of the specification & Page Number | Stipulation in specification | Deviation offered | Remarks regarding justification of the deviation. |
|----------------|----------------------------------------------------------------------------|-------------------------------------|--------------------------|----------------------------------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

Signature of Bidder :-

Name & Seal of bidder :-

Annexure-I**Instructions to the Tenderer**

(Against Tender Specification No. LDET-06/2024-25)

| | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Last Date of sale of Tender :- As per key dates given on page 06 and NIT |
| 2. | Due Date of Submission :- As per key dates given on page 06 and NIT |
| 3. | Due Date of Opening :- As per key dates given on page 06 and NIT |
| 4. | Scope of Work:- Works of round the clock monitoring of continuity of real time data, healthiness of communication system, power supplies, ac plant and logistic support system to the SLDC control room. |
| 5. | Amount of Earnest Money:- The Earnest Money is required to be submitted for providing Professional/Personnel. |
| 6. | List of documents (Xerox copy) to be submitted in PDF |
| | <ol style="list-style-type: none"> 1. GST Registration No. 2. Proof of past experience. 3. Details of Earnest Money (Schedule-1). 4. Schedule of qualifying requirement (Schedule-2). 5. Schedule of Questionnaire (Schedule-3). 6. Details of ongoing works with the firm (Schedule-5). 7. CA certified standalonaudited balance sheet and working capital(Schedule-6) 8. Schedule of Departure/ Deviation from Specification (Schedule-7) 9. Income Tax Return for last three years & PAN Card. 10. Work Completion Certificate. 11. Tender document complete duly signed by Bidder. |
| | Cost of Tender document |
| 7. | <u>PURCHASE/ DOWNLOADING OF TENDER:-</u> The tender document may be purchased online by submitting Tender Cost of ₹.1,180/-[Including GST] on website http://mptenders.gov.in . 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 <i>mentioned above, i.e.₹.1,180/-shall be compulsorily deposited by the firm/ Bidder, while submitting the bid online.</i> It is obligatory for the bidders to purchase tender document for participation in the tender. |