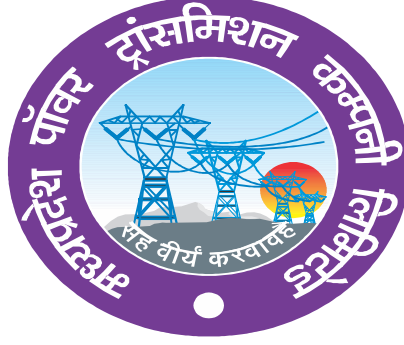




: 0761-270-2282

MP POWER TRANSMISSION CO. LTD.
OFFICE OF THE SUPERINTENDING ENGINEER(EHT-C)
INDORE



TENDER SPECIFICATION NO.

T-01/1185 DATED 20.04.2018

FOR

**PROVIDING SECURITY SERVICES IN
TRANSMISSION STORE YARD, MPPTCL, ASRAWAD
INDORE**

LAST DATE OF SALE	: 10.05.2018
LAST DATE OF SUBMISSION	: 11.05.2018 (up to 2:00 PM)
DUE DATE OF OPENING	: 11.05.2018 (at 3:00 PM)
COST OF TENDER DOCUMENT	: ₹1000/- + G.S.T. 120/- Total 1120/- (+₹.150/- if to be sent by post)

**OFFICE OF THE
SUPERINTENDING ENGINEER (EHT-C)
M.P.POWER TRANSMISSION CO, LTD.: INDORE**

Regd.H. Office:Block No.4, Shakti Bhawan, Rampur- Jabalpur-482008

OFFICE OF THE SUPERINTENDING ENGINEER (E.H.T:C)
MP POWER TRANSMISSION CO. LTD: INDORE
TENDER SPECIFICATION NO.
T-01/1185 DTD 20-04-2018
FOR
PROVIDING SECURITY SERVICES
IN TRANSMISSION STORE YARD MPPTCL,
ASRAWAD INDORE

DUE DATE OF OPENING OF TENDER: 07.04.201 (AT 4:00 PM)



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**OFFICE OF THE SUPERINTENDING ENGINEER
(E.H.T.CONSTN.CIRCLE)
M P POWER TRANSMISSION CO. LTD: INDORE**

PHONE: 0731-2541566

TENDER SPECIFICATION NO.T-01/1185 DTD 20-04-2018:

Sealed tenders are invited from the registered, reputed, experienced and EPF Account Holder security agencies for providing round the clock security for ward & watch at Transmission Store, Yard MPPTCL, INDORE. The bidder should deposit earnest money ₹.36000/- .

QUALIFYING REQUIREMENT:-

1.

The tenderer/bidder should be registered/licensed and having experience for providing Security in reputed organization preferably in Govt. & Public Sector/autonomous body for a period of at least 3 years. (Attach list of clients as above along with the satisfactory performance certificate duly attested by the Gazetted Officer from such clients).

2. The tenderer/bidder should be registered related to the following:-

- (i) Contract Labour
- (ii) EPF, Income Tax, GST.
- (iii) Engagement in the business of private security agency.
- (iv) ESI (if applicable)

The tenderer/bidder should furnish attested copies of the above documents.

3. The tenderer/bidder should also furnish the following documents.

- a. A copy of Income Tax return for last 3 years.
- b. License/Permission from police department regarding engagement in the business of private security agency.
- c. Solvency certificate of their Bankers in the prescribed format strictly.

In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contracts.

All the bidders will be required to furnish solvency certificate of their Bankers in the prescribed format strictly. The firm should have solvency of 1.50 lakh including ongoing similar works & a copy of income tax return for last three years.

TENDER NO. T-01/1185 DATED 20.04.2018

While finalization of award of contract against this tender, due consideration would be given to financial capability of the bidder based on solvency certificate, as also contract(s) already awarded to the bidder and their execution status. The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past contracts or where unjustified and substantial delay has already occurred in execution of past contract.

- 4. PURCHASE/DOWNLOADING OF TENDER:** *The tender documents may be purchased from the office of SE (EHT:C) INDORE on payment of ₹.1120/- + (postal charges of ₹.150/-) payable by DEMAND DRAFT/BANKER'S CHEQUE drawn in favour of " R.A.O . MPPTCL, INDORE" payable at INDORE. The tender document is available on MPPTCL's web site (www.mptransco.in) in a downloadable format. No fee for downloading of bid documents is required, however cost of Tender documents mentioned above i.e. ₹.1120/- shall be compulsorily deposited by the Bidder, while submitting the bid. It is obligatory for the Bidders to purchase tender documents or tender cost is to be submitted along with tender form(in case if tender document is downloaded) otherwise offer(s) received from them will not be opened/accepted.*
- 5. DUE DATES FOR :**
- a. Sale of tender documents : All working days during office hours upto 10.05.2018.
- b. Submission of Tender : On or before 2:00 PM on 11.05.2018
- c. Opening date : 3:00 PM on 11.05.2018
- 6.** In case the date of receipt and opening of the tender is declared a holiday, the tender will be received and opened on the following working day at the specified timings strictly.

**Superintending Engineer
EHT:Constn.Circle, MPPTCL, INDORE.**

MP POWER TRANSMISSION CO. LTD.

TENDER SPECIFICATION NO.

T-01/1185 DTD 20-04-2018

FOR PROVIDING SECURITY SERVICES IN TRANSMISSION STORE YARD MPPTCL
ASRAWAD INDORE FOR A PERIOD OF TWO YEAR

Sr.No. : _____
Issued to : _____
Cost of Tender document : ₹. _____
Received vide DD/Banker's : _____
cheque
Name of Bank : _____

Signature & Seal of issuing officer.

MP POWER TRANSMISSION CO. LTD.

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the M.P. Power Trans. Co.Ltd. (herein after referred to as company) to provide security services and execute and do the several works and things which are described or referred to in the enclosures and schedules to the tender specification No.T-01/1185 dtd 20-04-18 copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the Security agency in a thoroughly good and workmen like 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 document 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 & conditions (iv) All other terms & conditions wherever described in tender documents have been replied in full, giving clear details. It has been noted 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 anyway alter the offered prices.

Dated this _____.

Signature,Name & Seal of Bidder/Tenderer

**SPECIFICATION AND SCOPE OF
WORK**

**FOR PROVIDING SECURITY
SERVICES**

**At Transmission Store Yard MPPTCL,
ASRAWAD INDORE**

SECTION-1

Section-I

SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for providing security services at Transmission Store, Yard, MPPTCL, ASRAWAD INDORE. The details of work to be carried are as under:

- 1.2 The Security Agency (herein after referred to as agency) must provide Uniform with name plate, identification card, Agency Mono etc. in respect of the Guards entrusted under this contract.
- 1.3 The Agency shall follow the provisions of Rules and Regulations framed by the Central & State Govt. and applicable under this security contract.
- 1.4 The administrative control over the workmanship of Agency will be of the In-charge of the Transmission Store, INDORE Division. They are empowered to take suitable action against the Agency.
- 1.5 The Agency shall submit the bill completed with all the documents monthly to the concern EE(Transmission Store) Division, MPPTCL, INDORE who will transmit the same to the concerned RAO, MPPTCL after due verification for making the needfull payments.
- 1.6 The Agency will have to provide copy of Police Verification Certificates for the persons in their respective names regarding their non involvement in any police case / crime etc. while deploying security guards for security arrangement of Transmission Store, MPPTCL INDORE to his satisfaction.
- 1.7 The Security Personnel provided by the Agency on hire basis will adhere to proper conduct and responsibility to ensure safety of material of MPPTCL inside the premises of Transmission Store, Yard MPPTCL, INDORE and should take due and reasonable care in protecting it from any outside miscreants.
- 1.8 A 5 Cell torch will have to be provided by the Security Agency at their cost with the security crew deployed by them.
- 1.9 On the occurrence of an accident which results in the death of any workman / employees of the security agency or which is so serious that may result in the death of any workman, the security agency shall within 24 hours of the happening of such accident, intimate in writing to concerned engineer of the MPPTCL and all concerned government departments/ agencies about the details of such accident. The security agency shall be deemed to have indemnified and served harmless to the MPPTCL against all actions, suits, claims, demands, expenses in connection with injuries suffered or death in respect of the person employed by the agency for this contract or losses/ expenses/ damages

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sustained by MPPTCL resulting directly or indirectly from his failure & will give intimation to all concerned including the penalties or fines if any payable by the MPPTCL 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.

- 1.10** All costs, damages or expenses which the company may have paid under the contract, will be deducted by the MPPTCL from any sum due or becoming due to the security agency or may be recovered by the action under the laws or otherwise recovered from the security agency as an arrears of the land revenue along with the interest amount due upto the period of recovery.
- 1.11** No idling charges will be payable by the MPPTCL for any reason whatsoever to the security agency for the stoppage of the work.
- 1.12** For providing security services security guards shall be on duty round the clock in three shifts each of 8 hours. Patrolling inside the Transmission Store, Yard MPPTCL, INDORE will be done one by one, during patrolling by one guard, the other will be at the main gate. The shift patrolling schedule will be given by officer-in-charge of Transmission Store, Yard INDORE. Normally 3 Security Guard will be provided in A shift from 00.00Hrs. to 8.00 Hrs , and 3 Sec. Guard in C shift from 16.00 Hours to 24.00 Hours and 2 Sec Guard in shift B from 08.00 Hours to 16.00 Hours
- 1.13** On absence of any guard, the agency will immediately arrange the substitute guard.. In absence of a security to be provided in any shift at Transmission Store, Yard MPPTCL INDORE, a deduction of amount will be done from the monthly bill of the security agency by EE(Tr.Store,) MPPTCL, INDORE which will be calculated on the prorata basis of per guard per month for the applicable month in which absence is recorded . In addition to :-
 - (i) on absence of any guard from duty, penalty of Rs 600/- per guard per shift will be deducted from the security agency bills
 - (ii) If any guard is found on duty without identity card, uniform or whistle , torch etc a penalty of Rs 100/- per day per guard will be imposed.
- 1.14** Agency will provide whistle to guards for alarming which shall be whistled at an interval of ½ hour during 6 PM to 6 AM every day without fail.
- 1.15** The agency must rotate the duty of guards in every week.
- 1.16** If the guard on duty is found having unauthorized or unlicensed arms and the action is taken by the department related with arms /crime then the Agency will be responsible for all the liabilities/consequences.

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- 1.17** If on checking any guard is found sleeping or found absent from duty then action will be taken against the agency.
- 1.18** If any theft/mal practice occurred in duty hours of guards then the total cost of theft/ damage may be recovered from the agency alongwith the interest amount upto the date of recovery from the agency.
- 1.19** The responsibility for legitimate payment of minimum wages including variable DA & other benefits as declared by the labour commissioner/Govt./District Authority from time to time, to security guards will be on the part of the security agency. The rates quoted shall be based on the prevailing minimum wages declared by the Govt of MP Labour Deptt. at the time of opening of tender and shall include all the Mandatory payments e.g. EPF, Insurance etc.However, the quoted rate shall be revised according to change in the minimum wages declared by the Govt. of MP Labour Deptt time to time.
- 1.20** The security agency shall ensure to make the regular payment of salary and wages to its personnel engaged by the agency under the contract through the Bankers Cheque and in the presence of concerned EE (Transmission Store, MPPTCL INDORE Dn.) or his authorized representative and a duplicate copy of salary sheet duly signed by each security guard shall be submitted to the EE (Transmission Store, INDORE Dn.) with the monthly bill.
- 1.21** All security guards have to be insured properly as per workman compensation act & accident cover etc. as per Govt. rules in force. The agency will be fully responsible for the workmen engaged, injured or met with any type of accident during the course of contractual period or any extended period. In this connection all the claims raised by the affected person due to any minor or major injury or accident shall be fully paid by the security agency whatsoever. MPPTCL shall not accept any liability in this regard.
- 1.22** All the financial and other legitimate liabilities in respect of the deployed security guards will be of the Agency i.e. liability of payment of minimum wages, EPF liabilities, insurance etc. MPPTCL will not be having any responsibility in case of mishandling, accident or death of any security guards.
- 1.23** The security guards employed by the agency may be used for security outside and inside the Transmission Store, Yard at INDORE.
- 1.24** The security guards should have Identity Card issued and renewed by the Security Agency after every six month period.

**GENERAL TERMS AND
CONDITIONS
OF CONTRACT FOR PROVIDING
SECURITY SERVICES**

**AT Transmission Store, Yard
MPPTCL, ASRAWAD INDORE**

SECTION-2

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY SERVICES AT TRANSMISSION STORE, YARD ASRAWAD INDORE

1.1 Tender complete with all prescribed particulars, schedules and tender forms duly filled in, enclosed in sealed cover and addressed to the OFFICE OF THE SUPERINTENDING ENGINEER (E.H.T.CONSTN.CIRCLE) M P POWER TRANSMISSION CO. LTD: Patther Godam Road Near New Siyaganj INDORE - 452003 shall be delivered in this office on or before the due date and within specified timings as per the tender notice.

1.2 The tender should be submitted in four envelopes as under:-

Envelope-1 : Earnest Money:

This should contain the following documents/items:

- i. Tender cost, if tender is downloaded
- ii. Earnest Money
- iii. Tender form duly signed (original/downloaded)
- iv. Schedule-1 (Details of Earnest Money)

Envelope-2 : Qualifying Requirement:

This should contain the following documents :

- i. Registration Certificate under
 - (a) Contract Labour
 - (b) EPF, Income Tax, GST.
 - (c) Engagement in the business of private security agency.
 - (d) ESIC
- ii. Attested copy of the Income Tax Returns for last 3 years.
- iii. Solvency certificate of their Bankers in the prescribed format strictly .
- iv. Attested copy of the experience certificates along with documentary proof of satisfactory performance.
- v. Schedule-2 (Schedule of qualifying requirements).
- vi. Schedule-5 (Details of ongoing works with the firm).
- vii. Any other related information which bidder desires to furnish.

Envelope-3 : Technical & commercial conditions:

This should contain the following documents/items:

- i. Required documents relating to techno-commercial details
- ii. Schedule-3 (Schedule of Questionnaire)
- iii. Any other related information which bidder desires to furnish.

Envelope-4 : **Price Bid in original (Schedule-4):**

This should contain the following:

These envelopes may further be placed in a separate cover and each envelope shall be prominently super scribed "Tender Specification No. T-01/1185 dtd 20-04-18 for providing security services at Transmission Store, Yard INDORE alongwith the due date for opening of the tender. The name and address of the tenderer should be mentioned at the left bottom side of the main envelope.

2. EARNEST MONEY

2.1 The Bidder shall deposit the Earnest Money amount ₹.36000/-in a separate cover.

2.2 The earnest money can be deposited in one of the following forms only:

- (a) By Bank Draft/Banker's cheque payable at INDORE which shall be drawn in favour of Regional Accounts Officer MPPTCL, INDORE.

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

2.3 It may please be noted that in no case whatsoever the condition of submitting the earnest money will be waived or relaxed.

2.4 Tender will not be processed further 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 will be rejected and returned without its further processing.

2.5 If, Earnest money amount is not submitted or the earnest amount is inadequate then the required for corresponding value of the offer, the offer shall be summarily rejected and shall not be read out.

TENDER NO. T-01/1185 DATED 20.04.2018

- 2.6. In case of non-receipt or delay in receipt of earnest money due to any reason or if the bidder fails to super scribe on the envelope containing the tender, the details of earnest money deposited by him, the Company shall not accept any responsibility and the offer received shall be rejected and returned to the bidder.
- 2.7. If the bidder obtains the earnest money, bank draft etc. prior to the due date but submits the same after the specified time his tender will not be eligible for consideration even if the earnest money, bank draft etc. has been delayed in post. The furnishing of bank draft No. & date will not be considered adequate. It will therefore be observed that both earnest money as-well-as tender should be submitted before the specified time, otherwise tender will not be considered.
- 2.8. The tender shall be valid for a period of six months from the date of opening of price bids. 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 will be refunded to the unsuccessful bidders.

3.00 QUALIFYING REQUIREMENT:-

- 3.1. The tenderer/bidder should have experience for providing Security in reputed organization preferably in Govt. & Public Sector/autonomous body for at least 3 years period. (Attach list of clients as above along with the attested copy of the satisfactory performance certificate from the concerned clients).
- 3.2. The tenderers/bidders should be registered related for the following :-
- i. Contract Labour
 - ii. EPF, Income Tax, GST.
 - iii. Engagement in the business of private security agency.
 - iv. ESIC

The tenderer/bidder should furnish attested copies of the above documents.

- 3.3 The tenderer/bidder should also furnish the following documents.
- a. Income Tax return for last 3 years.
 - b. Valid license/Permission from the police department regarding engagement in the business of private security agency
 - c. Solvency certificate of their Bankers in the prescribed format strictly.

- 3.4 In any case, Performance Report of the Tenderer should be satisfactory in respect of all earlier and running contracts.
- 3.5 All the bidders will be required to furnish solvency certificate of their Bankers in the prescribed format strictly. The firm should have solvency of ₹.2.0 lakh including ongoing similar works & a copy of income tax return for last three years.

While finalization of award of contract against this tender, due consideration would be given to financial capability of the bidder based on solvency certificate, as also contract(s) already awarded to the bidder and their execution status. The company reserves the right to ignore such offers having inadequate financial capacity or large unexecuted past contracts or where unjustified and substantial delay has already occurred in execution of past contract.

4. TENDER PROCEDURE:-

- 4.1 The offers shall be submitted in following four separate envelopes. These four envelopes shall further be placed in a separate cover. The offer shall be opened in following manner:-

Part - I Earnest Money (Envelope-1)

It shall contain EMD, schedule-1 & tender form (in original) duly signed. It shall invariably include related information on EMD as sought in the specification.

Part - II

(i) Qualifying Requirements (Envelope-2):

This part shall comprise all the documents relating to qualifying requirements and schedule-2 & schedule 6 (if required). It shall invariably include related information as sought in the specification.

(ii) Technical & commercial conditions (Envelope-3)

It shall contain Schedule-3 & schedule-5 and related information:

Part - III Price Bid (Envelope-4):

This part shall comprise of the "Schedule of Rate" Schedule-4 and any other relevant information that the bidder may deem fit and may affect the financial commitment.

- 4.2 The Part-I & II of the tender shall be opened on due date as indicated in the tender notice in the chronological order. If Part-I "Earnest Money" is found satisfactory, Part-II "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened. The Part-III "Price Bid" of such of the tenderers 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 tenderers who do not qualify minimum qualifying

TENDER NO. T-01/1185 DATED 20.04.2018

requirements as per clause-3 and terms & conditions of specification shall be returned un-opened. The discretion in this respect shall entirely be with the Company and binding on all the bidders.

- 4.3 While submitting the tender it shall be ensured that the "Schedule-4 of Quoted Rates" is strictly in the original prescribed form. The bidders shall use the original form of schedule supplied with the tender specification strictly.

In any case the original/downloaded tender form should be filled in and submitted. 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 receiving or opening of the tender is declared a holiday, the tender will be received and opened on the next working day at the specified timings.
- 4.5 The bidder or his authorized representative (having documentary evidence for such representation) may be present at the time of opening of the bids if they so desire.
- 4.6 The price paid for buying the tender specification shall not be refunded under any circumstances whatsoever.
- 4.7 The tenders of those bidders, who have neither purchased tender document nor submitted tender cost, shall not be considered.
- 4.8 Corrections/changes made in the offer (bid) by the bidder shall bear the initials of the person signing the tender.

5. MODIFICATION & WITHDRAWL 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 interval between the dead line for submission of bids and the expiration of period of bid validity specified. Withdrawal of bid during this interval shall result in the forfeiture of bidder's Earnest Money.

6. DUE DATE FOR RECEIPT AND OPENING OF TENDER:

- 6.1 The Tender in a sealed cover along with earnest money comprising Part-I, II & III shall reach the O/o SE (EHT-C) CIRCLE, MPPTCL INDORE on or before 11.05.2018 (due date of submission of tender) up to 2:00 P.M.
- 6.2 It is the responsibility of the bidders to ensure that the tender and the earnest money are delivered in the above said office before the specified time. Any bid received after the due date of submission prescribed in Tender-Notice due to any reason whatsoever including postal delay shall be rejected and returned unopened to the tenderer.

- 6.3 Part-I ,II & III of the tender shall be opened in the OFFICE OF THE SUPERINTENIDNG ENGINEER (E.H.T. CONSTN. CIRCLE) M P POWER TRANSMISSION CO. LTD:INDORE ON 11.05.2018 (due date of opening of tender) at 3:00 P.M.
- 6.4 The Part-III "Price Bid" of such of the tenderers as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on a date & time which shall be intimated to all the participants separately.

7. EVALUATION :

- 7.1. The evaluation of lowest bidder will be done on the basis Part-B (Service Charges) of Schedule-4.
- 7.2 In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule 4), the MPPTCL reserves the right to correct it in following manner: -
- (a) If any error is committed in the total amount due to calculation in any of the individual item, consequently causing the error in Subtotals/Grand total. The error at its origin will be corrected first and then Sub Total & Grand Total will be corrected accordingly to the end in that order. The rates quoted by the bidders will not be changed in any case.
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to [7.2(a)] above.
- (c)The correction made above will be binding on the bidders and deemed to be accepted by him.
- (d) In case of any ambiguity in the quoted rates MPPTCL, may interpret to its benefit. MPPTCL, also reserves its right to correct as given above or to reject such ambiguous/absurd offers without giving any reasons whatsoever.

7.3 *In case it is found that there are more than one L-1 bidder then selection of bidder shall be made as per the following methodology in sequential way:*

Option (i) Allotment on the basis of mutual consent among all L-1 bidders.

Option (ii) If no result is found in adopting Option (i) then by following Lottery System in presence all L-1 bidders .

Option (iii) Any other alternate which deem fit in the interest of the MPPTCL depending upon the circumstances arised.

The final decision in this regard will be taken by MPPTCL as per circumstances encountered at the time of finalization of tender which will be binding on all bidders

8. SUB-LETTING OF CONTRACT:

The work under the contract may not be sublet. The security agency shall not assign or sub-let his contract or any substantial part thereof to other agency at any circumstances.

9. NEGLIGENCE:

If the security agency 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 Executive Engineer(Trans-Store),MPPTCL, INDORE (hereinafter referred as Engineer) or his authorized representative in connection with the work or shall contravene the provisions of the contract, the Company may give ten days notice in writing to improve the performance. If the security agency 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 and in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the security agency may have neglected to or if the Company shall think fit , it shall be lawful for him to take the work wholly, or in part, out of security agencies hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the security agency shall be entitled to retain the balance which may be otherwise due on the contract by him to the security agency or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed to the satisfaction of engineer-in-charge by the security agency, Company may at its option can get the work done through some other agency at the cost and risk of the security agency or complete the balance work done departmentally and recover the expenditure so incurred from the security agency or terminate the order without any liability on Company side.

10 DEATH BANKRUPTCY etc.

If the security agency shall die or commit 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 security agency 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 to 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 security agency and the power and provisions reserved to the Company on the taking over of the work out of the security agencies hands shall immediately become operative.

11. INSPECTION:

The Engineer and his duly authorized representatives, shall have at all reasonable times access to the works and shall have the power at all reasonable times, to inspect and examine the performance of the work during duty hrs.

The Engineer shall on giving ten days notice in writing to the security agency setting out any grounds of objection which he may have in respect of the work, which in his opinion are not in accordance with the contract.

12. ENGINEER'S DECISION :

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

13. SECURITY AGENCIES REPRESENTATIVE AND WORKMEN :

The security agency may employ his competent representative(s), whose name(s) shall have previously been communicated in writing to the Engineer by the security agency, to supervise and carrying out the work. Any written order or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the security agency, may give to the said representative of the security agency shall be deemed to have been given to the security agency.

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

14. LIABILITY FOR ACCIDENTS AND DAMAGES:

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The security agency shall be entirely responsible for all loss, damage of the equipment/any other material etc. caused due to their negligence until the yard campus is taken over by the company.

The security agency shall, during the execution of the work, properly protect the material/items from any damage/loss which also include theft and shall take every reasonable, proper, timely, and useful precaution against the same from any cause and shall be and remain answerable and liable for all damage to the same from any cause and shall be and remain answerable and liable for all damages thereto which until the same be or be deemed to be taken over under clause of this specification may arise or be occasioned by the acts or omission of the security agency or his workmen and all losses and damages to the campus arising from such loss and damages as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the security agency and to the reasonable satisfaction of the Engineer.

Until the contract shall be or be deemed to be taken over as aforesaid, the security agency 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 security agency or workmen or by defective work but no otherwise. Provided that the security agency 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 security agency has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The security agency 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 prior to the date when the plan shall have been taken over under clause of this specification herein by persons employed by the security agency 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 to have taken steps properly to insure against any claim there under.

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

the Workmen's Compensation Act 1923 or otherwise to confirm to the provisions of the said Act in regard to such accident.

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

15. DEDUCTIONS FROM CONTRACT PRICE :

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

16. CERTIFICATE OF ENGINEER :

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices, particulars of the work executed and the certificate as to such work is reasonable in the opinion of the Engineer in accordance with the contract, shall be issued within seven days if possible or within such time of the application for the same as is reasonably necessary for communication with the site.

The Engineer may by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

17. RESPONSIBILITY OF SECURITY AGENCY:

The security agency shall be responsible for carrying out the works covered under the scope of the contract according to the terms and conditions of the order. All the work of providing security services at Transmission-Store, Yard ASRAWAD INDORE should be done accordingly as per approved norms. Deviations, if any, from the approved/specified conditions shall be brought to the notice of the SE(EHT-C), MPPTCL, INDORE. His decision shall be final and communicated through the Engineer. If at a later date, it is found that the security agency has carried out some work, not according to the specifications and without taking specific approval then in that case, all the payments made to the security agency for carrying out such works shall be recovered.

18. REGULATIONS OF LOCAL AUTHORITIES :

The Company shall through-out the continuance of the contract and in respect of all matters arising in the performance thereof serve all

notices and obtain consents, approvals and permissions required in connection with the regulations and byelaws of the local or other competent authority which shall be applicable to the works.

All works shall be executed in accordance with the provisions of the Private Security Agencies (regulation) Act, 2005 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer. The Agency shall possess or obtain a valid working Permission/license from the concerned dept. for security services before commencing the work.

19. ABANDONMENT OF CONTRACT:

Abandonment of responsibilities accepted by the security agency under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, security agency wishes to discontinue the providing security services at Transmission Store, Yard MPPTCL INDORE given to him, he must give a 60 (sixty) 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 security agency of acceptance or otherwise of his notice. The security agency only after receipt of acceptance of notice shall discontinue providing security services at Transmission Store, Yard MPPTCL INDORE of the substation from the date of expiry of notice period.

20. TERMINATION OF CONTRACT:

In the event of breach of any of the terms of the order by the security agency, the MPPTCL reserves the right to:-

- a. Cancel the contract without any liability on Company's side by giving 10 days notice to the security agency.
- b. Forfeit the Earnest money/ security deposit.
- c. To recover liquidated damages not exceeding 10% of total value of the contract from the security agencies monthly bills.
- d. To get the work done through some other agency at the cost and risk of the security agency or complete the balance work done departmentally and recover the expenditure so incurred from the security agency.
- e. If, the loss that occurs to the Company, exceeds the amount recovered by the ways stated above, the balance due to the security agency shall be recovered from any sum due to be paid to the security agency against other orders.

21. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the Engineer/MPPTCL the engineer and the security agency 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 **SE(EHT:CONSTN.) MPPTCL, INDORE** or to any other person nominated by him in his behalf and his decision in writing shall be final and binding on the security agency / 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 security agency during the arbitration proceedings unless otherwise directed in writing by 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 Engineer 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.

22. PAYMENT:-

100% payment shall be made generally within 30 days on receipt of monthly bill complete with all the necessary documents in triplicate from the security agency duly verified/certified by Engineer-In-charge of substation. Please note that no interest charges shall be admissible on account of delayed payment, if any.

23. 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:-
- (c) As per prevailing circular G.S.T. at prevailing rates shall be payable by MPPTCL directly to the concerned taxation authority.
- (d) The deduction of income tax 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.

24. DISPUTES:-

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- a) Security staff engaged by the security agency shall not have any legal right for engaging them in regular establishment of MPPTCL during the contract or on expiry of contract. Further, such Operating Personnel engaged by the security agency shall also have no right for counting of their services for any purpose, rendered by them against specific contract.
- b) Security agency will have to execute an indemnity bond on Non-Judicial Stamp Paper of Rs. 250/- undertaking thereby to indemnify in case of any loss/damage to the Company along with the interest thereon resulting from their fault.
- c) Any disputes or differences arising out of this agreement shall be decided by Courts of INDORE shall have exclusive jurisdiction in all matters of disputes. No suit or other legal proceedings shall be instituted elsewhere.

25. RATES:

In "Price Schedule" Schedule-4 in Part A, The Labour Charges {minimum wages, EPF & ESIC (if applicable) on wages at prevailing rates} for various categories involved for complete scope of work have been indicated. The Labour Charges indicated in Part-A of Schedule4 are based on Min. wages declared by Labour Commissioner Govt of MP as on dtd.**01.04.2018** for various categories. The Cost mentioned in this part shall be revised on revision of the minimum wages by Labour Department Govt. of MP from time to time.

The bidders are required to quote their rates for Service Charges only in the Part-B of respective "Price Schedule" Schedule-4 in percentage. The percentage to be quoted by the bidders should be up to one decimal digit. Any other digit will not be considered. The amount quoted by the bidder being a percentage of labour cost will also vary in accordance with variation in minimum labour charges applicable during the currency of the contract. .

The Service Charges shall include all the expenditures other than labour cost viz. insurance under Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc., various incidentals, overheads, administrative and supervision charges/expenses etc. involved in the bidding and execution of the work as per scope of the tender obtaining Insurance of his employees, for obtaining all required licenses/ permission/ registration from appropriate Govt. for executing the contract and charges and also the profit of the contractor. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 shall be payable to the L-1 bidder after seeking award. For obtaining the payment of total labour cost indicated in Part-A of the price schedule, the successful bidder shall have to submit proofs/evidences regarding he payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the minimum wages the labour cost and Service Charges shall be revised accordingly on the basis of revised minimum wages.

26. PERFORMANCE:-

Due to non fulfillment of the contract conditions if any loss is caused to Company's works, liquidated damages not exceeding 10% of the total value of the contract shall be recovered from the monthly bills and the contract is liable for termination with 10 days notice if this is continued.

27. RIGHT TO REJECT OFFERS:-

Company reserves the right to reject any tender or all the bids received, without assigning any reasons what-so-ever.

Company, reserves the right to award the contract as it deems fit. The bidders should offer rate in the schedule-4 enclosed.

28 CONTRACT AGREEMENT, SECURITY DEPOSIT & INDEMNITY BOND:-

- 28.1 A formal agreement shall be entered on non judicial stamp paper worth Rs.500/- between the security agency and M.P.P.T.C.L. within 10 days from the date of receipt of order for the due performance and observance of the terms and conditions of the contract for the entire contractual period.
- 28.2 On acceptance of offer, the successful tenderer will have to deposit the 10% value of order (contract) as security deposit at the time of executing the contract agreement in the form of the BG/Demand Draft or Bankers Cheque in favour of Regional Accounts Officer, MPPTCL, INDORE.
- 28.3 The security deposit shall be returned to the successful tenderer only after expiry of the guarantee period, if any, faithful performance of terms and conditions of the order, satisfactory completion of contract and, if, there is no claim for recovery against the security agency.
- 28.4 The successful bidder will also submit an indemnity bond towards the safe custody of campus premises including various equipments, material, building etc. The proforma of indemnity bond would be furnished on acceptance of tender.
- 28.5 If successful tenders fails to enter in to formal agreement and fails to deposit required security deposit within 10 days from the date of receipt of the order, the company shall have the option to the cancel contract and forfeit the earnest money deposit.
- 28.6.1 If the security agency shall die or commit any act of bankruptcy or commence to wind up or carry on its business under receiver, the executors, successors or other representative in-law of the Estate of the security agency or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to M.P.P.T.C.L. and shall, for one month, during which he shall take responsible steps to prevent stoppage of the works, have the option for

carrying out the contract subject to his or their providing such guarantee as may be required by M.P.P.T.C.L. but not exceeding the value of the work for the time being remaining un-executed.

29. COMMENCEMENT, CONTRACTUAL PERIOD & EXTENSION ORDER:-

29.1 The contractual period shall be initially of 24 months w.e.f. the date of contract agreement providing security Guard at Transmission Store Yard MPPTCL, INDORE premises by the security agency after completing all contractual formalities as mentioned above.

29.2 *If considered necessary, this office may place extension order, subjected to competent approval on the basis of satisfactory performance of the contract, solely at the discretion of the company for further period of 5 years on year to year basis on the same rates, terms & condition.*

30 INSURANCE

30.1 The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engaged by him from any of 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 within due time. In addition the contractor shall ensure his employees for additional Insurance under "Pradhan Mantri Jeevan Suraksha Yojna" & "Pradhan Mantri Jeevan Jyoti Yojna". Apart from this, insurance under ESIC is also mandatory if applicable to the area.

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

31. IMPLEMENTATION OF EMPLOYEE'S PROVIDENT FUND & MISCELLANEOUS PROVISION ACT 1952.

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

31.1. Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act.1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time. It is mandatory for the contractor to get allotted unique ID & passwords to each employees engaged by him on the work as per recent guidelines of EPF organization in this regard.

31.2. The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount

contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

31.3. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance.

32. SUBMISSION OF DOCUMENTS ALONGWITH BILLS BY THE CONTRACTOR:

32.1. 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 EE along with the monthly bill, who will verify the same and pass the same for payment:

32.2 List of employees (giving name and qualification) engaged by the contractor.

32.3 Attendance sheet of staff on duty during the month, verified by authorized representative of EE.

32.4 A copy of insurance policy covering all liabilities under the Workman's Compensation Act and if applicable ESIC payment and registration in ESIC showing the name of each employee. Proof showing enrollment/registration of each employee in Pradhan Mantri Bima Suraksha Yojna & Pradhan Mantri Jeevan Jyoti Yojna. In case the Banker of the concerned employee declines to issue aforesaid insurance scheme then concerned EE may grant exemption from submission of this document on the basis of letter from bank/ undertaking from the contractor. In such case the concerned E.E. will have to make separate correspondence with the Bank for issuing aforesaid insurances to the employees. E.E will have to ensure that other insurances as required as per contract have been taken

32.5. With first bill, the contractor is not required to submit any proofs/documents other than mentioned above, while for subsequent bills following documents in addition to proofs/documents mentioned above (if felt necessary by EE) would be required mandatorily.

32.6 Details of payment made to the staff and Proofs(copy of account Statement of each employee) showing receipt of payment at the prevailing minimum wages for preceding month.

32.7 Documentary evidence of remittance of employees and self EPF contribution to EPF Authority on monthly basis. The contractor shall submit photocopy of the Bank challan if deposited through bank (showing payment of EPF for preceding months in respect of all the employees made by him to EPF authorities as per. EPF act) with monthly

bill. However, original challan shall be submitted to concern Executive Engineer for verification. The concerned Executive Engineer shall verify photocopy with original and put a Mark as verified on the original challan accordingly along with signature/seal and return the same to the contractor. In addition to this, copy of ECR showing payment of EPF contribution for previous month may also be submitted to the division office along with the bill.

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

33. PENALTY

- 33.1 In case of absence of any deployed employee, the contractor shall make arrangement of equivalent substitute for such absence period with concurrence of concerned EE (Trans-Store). In case of failure to arrange suitable substitute, a penalty @ Rs.600/- per shift per employee shall be imposed in addition to deduction of min. wages for such period. If any employee is not found suitable for the work, the contractor will have to replace the employee with suitable one, agreeable to concerned EE (Trans-Store). In case of failure to depute suitable replacement, the work may not be carried out through such unsuitable employee and penalty/deduction shall be imposed/affected as discussed earlier.
- 33.2. In case Yard is found unattended (i.e. none of guards of the contractor is present in the Yard), then 20% of a monthly charge shall be recovered as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited.

34. DUTY HOURS & WEEKLY OFF:

The hours of work for the labourer/staff employed by the contractor shall be normally 8 hours (shift Hrs.) Each employee shall be allowed one weekly off as per "Shift Rota" therefore it is the responsibility of the contractor to arrange for reliever timely. The daily and weekly hours of work and over- time work will be regulated in accordance with the provisions of the minimum wages act, 1948 or any other similar law in force as amended up to date. Normally no staff will be allowed to work for more than 8 hrs, however, under special circumstances, the engineer in-charge may allow for extended working hrs.

**SPECIAL TERMS AND
CONDITIONS
OF CONTRACT FOR PROVIDING
SECURITY SERVICES**

**AT Transmission Store, Yard
MPPTCL ASRAWAD INDORE**

SECTION-3

Section-3

SPECIAL TERMS AND CONDITIONS

1.1 Before actually deploying the security guards, the security agency should be made to submit 4 photographs of each proposed Security Guards with police verification records with complete and certified permanent home address and local address. One each of these copies for :-

- i. Office record.
- ii. Identity Card.
- iii. For submitting to the local police station, where these guards are deployed.
- iv. Another photo graph displaying side profile of the individual concerned.

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

1.2 The employee to be engaged by the Security Agency for providing security services at Transmission Store, Yard MPPTCL INDORE to be personally introduced to the EE, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, EE may ask the Security Agency to arrange police verification report. The persons approved by the EE will not be changed without permission of EE i.e. the removal/ deployment of persons will be done with consent of the EE.

The Security Agency will have to engage Guards of minimum 10th pass, having minimum 2 yrs. experienced and the age not below 18 & above 45yrs.with sound health and physique. Preference shall be given to Ex-servicemen and in case of non-availability of Ex-servicemen, the Security agency may be asked to submit a certificate to the effect that agency made their best efforts to secure services of Ex-servicemen, and non-Ex-servicemen if any, have been deployed or shall be deployed only in case of non-availability of Ex-servicemen, despite the best efforts to avail the same.

If Guard employed at any stage is not found qualified, approved & adequate and that the Security Agency has not taken due action to employ the required staff in-spite of notice given to him in writing by the EE, the later shall have power to recover from any payment due to the Security Agency by way of penalty a sum equal to the estimated salary of the staff so less employed.

The criterion of the Ex-servicemen may be include RPF, CRPF, ITBP and other SSB and other forces of Govt. of India or various State Government.

1.3 The Security agency concerned shall submit a certificate that they have complied with, they are complying with and they shall comply with the provisions of the Private

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Security Agencies (Regulation) Act.2005 and rules made there under and all other relevant law/rulings/notifications and so on.

- 1.4** It should be mandatory for security agency to ensure that any Guard when he leaves the detailed duty or is made to leave from the site where he had been deployed, he should submit his identity card to the authorities and if any failure occurs on this ground, information should be given immediately to the local police as well as Officer looking after the Administration of the Organization.
- 1.5** It should be made mandatory for the security agency concerned that before actually deploying Guards, they should obtain character/antecedent certificate about the individual concerned from the police station of his permanent residential address and from all those police stations where under he has resided for more than a specified period. The specified period may be from 1 to 3 years.
- 1.6** In case of Armed Guards, they should have gun license, own gun and authority to use them and not the retainer.
- 1.7** The Director and (not or) the supervisor of the private agency concerned shall follow instruction of the local District Police of the local P.S. in whose jurisdiction the place of deployment and the office from which the deployment is done, falls regarding hiring of servants and rentees.
- 1.8** The work will be regulated in accordance with the provisions of the minimum wages act, 1948 or any other similar law in force as amended up to date.
- 1.9** Every Guard shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 1.10** The Security Agency shall be responsible for deduction towards EPF component contribution from workers and remittance to EPF authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge along with bill of retention amount for confirmation of deposit of EPF share of individual Guard engaged by the Security Agency with concerned authority. Otherwise the retention amount will not be released.
- 1.11** The Security Agency shall be responsible for payment of legitimate wages to each Guard employed by him in accordance with the provisions of the law.
- 1.12** A representative duly authorized by the Principal employer shall be present at the time of disbursement of wages by the Security Agency and Security Agency will certify the amount paid as wages.
- 1.13** The Security Agency shall ensure the disbursement of wages through the Bankers Cheque in the presence of authorized representative of the principal employer strictly.

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- 1.14 In case the Security Agency fails to make payment of wages or remittance of EPF contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the case may be for the Guard employed by the Security Agency to the EPF Commissioner and recover the amount so paid from the Security Agency either by deduction from any amount payable to the Security Agency, under any contract or as a debt payable by the Security Agency.
- 1.15 The Security Agency shall obtain necessary license and competency certificate from the competent authority to the Guard employed by him.
- 1.16 (A) The Security Agency shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the Company with any of the nationalized General Insurance Companies against, all liabilities under the workman's compensation act in respect of death or bodily injury payable to any worker and damage to property of the third persons.
- 1.16(B) The Security Agency shall be responsible to arrange benefit of "PRADHAN MANTRI SURKCHHA BIMA YOJNA" to the Guards employed by him.
- 1.17 During the continuance of this contract, the Security Agency shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 1.18 In every case in which by virtue of the provision of section 12, subsection (i) of the workmen's compensation Act 1923 the Company is obliged to pay compensation to workmen employed by the Security Agency in execution of the works, the Company will recover from the Security Agency the amount of the compensation so paid and without prejudice to the right of the Company under section 12 subsection (ii) of the said Act, the Company shall be at liberty to recover such amount or any part thereof with the interest amount by deducting it from the deposit or from any sum due by the Company to the Security Agency whether this contract or otherwise. Company shall not be bound to context any claim made against it under section 12, sub- section (i) of the said act, except on the written request of the Security Agency and upon his having given to the Company fully security for all costs for which the Company might become liable in consequence of contesting such claim.
- 1.19 The Transmission Store, Yard MPPTCL, INDORE building and other things connected there with shall remain at the risk and sole charge of the Security Agency till completion of contract period and till completion certificate has been obtained from engineer in-charge. Until such delivery of the completion certificate, the Security Agency shall at his own cost take all precautions necessary to keep all the equipments, material, building and other things connected their with from any loss or damage and in the event of the same or any part there of being lost or damage, he shall forthwith reinstate and make good such loss or damage at his own cost.

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- 1.20 On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the Security 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 Security Agency by Company or otherwise howsoever.
- 1.21 No child labour/Guard should be employed by the Security Agency.
- 1.22 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 Security Agency and in such cases, all the expenditure shall be recovered from the Security Agency. The Security Agency shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.
- 1.23 Initially the period of the Contract shall be for a period of 24 months from the date of handing over of site. The Company will have right to terminate the Contract without assigning any reasons to the Security Agency by giving 10 days notice without any liability on either side.
- 1.24 The Superintending Engineer (EHT:C), MPPTCL, INDORE will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Security Agency.
- 1.25 Transport of Guards will be arranged by the Security Agency at his cost.
- 1.26 In case of any theft Security Agency shall lodge the complaint with Police Department. However, Security 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.
- 1.27 Building/any part of Transmission Store, Yard MPPTCL, INDORE will not be allowed to security agencies staff for accommodation purpose.
- 1.28 Security Agency shall be registered with all concerning Departments related to the Security, Safety, Crime, and Arm License Department. Guards provided by the Agency on duty will be registered with the Police Station and with the Department concerning to Security and Crime.
- 1.32 The Agency shall submit the monthly bill complete in all respect to the concerned EE regularly who will transmit the same to the concerned RAO, MPPTCL after due verification for making the payment.
- 1.35 The guards employed by the security agency shall not be drunken or in intoxicated state while on duty by consuming alcohol drinking/ drugs/smoking etc. if found so suitable action will be taken against the security agency.

DETAILS OF EARNEST MONEY

(TO BE KEPT IN ENVELOPE -1)

1	Name and Address 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. TIN No.	
3	Whether bidder is an old participant with MPPTCL.	Yes/No
4	Earnest Money details	
	i. Amount of E.M.D.	₹.
	ii. D.D. No./ Banker's cheque No.	No.
	iii. Issuing bank /drawn on bank.	Name of Bank
5	Remarks:- Any cutting/correction has been made in this schedule	Yes/No.

Place :

Date :

SIGNATURE, NAME & SEAL OF

BIDDER/TENDERER

Schedule-2

SCHEDULE OF QUALIFYING REQUIREMENTS

(TO BE KEPT IN ENVELOPE -2)

- | | | | |
|----|---|---|---------------|
| 1. | Educational qualification of Guards | - | _____ |
| | i. Whether a copy of certificate of educational qualification is enclosed. | - | Yes/No |
| 2. | i. Whether experience certificate for Providing security services has been enclosed. | - | Yes/No |
| | ii. Whether educational qualification & experience certificate of the personnel employed by the firm are enclosed. | - | Yes/No |
| 3. | Whether a copy of license regarding Engagement in the business of private security agency issued by MP police is enclosed. | - | Yes/No |
| 4. | Whether Solvency certificate in the prescribed format has been submitted | - | Yes/No |
| 5. | Whether a copy of Registration of EPF code No. in the Name of Bidder/ Firm is enclosed. | - | Yes/No |

6. **Whether copy of Registration Certificate under G.S.T., EPF, ESIC, PAN. in the Name of Bidder/ Firm is enclosed.** - **Yes/No**
7. **Other relevant information, if any.** - _____
8. **Remarks:- Any cutting/correction has been made in this schedule** - **Yes/No.**

Note: **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 as mentioned in clause-3, Section-2 of tender.**

Place: -----

Date : -----

Signature, Name & Seal of Bidder/Tenderer

**SCHEDULE OF QUESTIONNAIRE
(TO BE KEPT IN ENVELOPE-3)**

1. Whether the offer is valid for : Yes/No
6 months from the date of opening of
Price bids.
2. Please confirm that the quoted prices : Yes/No
are FIRM as per specification.
(Please note that price variation
whatsoever shall not be applicable).
3. Whether G.S.T. is chargeable : Yes/No
4. Whether firm has been registered all : Yes/No
related Deptt. viz. labour, police,
etc.
5. Whether a copy of Registration of EPF : Yes/No
code No. in the Name of Bidder/ Firm is
enclosed.
6. Whether MPPTCL's terms of payment : Yes/No
as per clause No. 21 of section-2 is
agreeable.
If no, please state conditions. : _____
7. Whether agreeable to furnish Security : Yes/No
deposit @ 10% of ordered value for
satisfactory execution of the order for
entire contractual completion period.

8. **Whether you are agreeable to completion : Yes/No**
period of 24 months against initial order and
further extensions based on performance on
year to year basis till completion of five years
and further period of One Year on the same,
terms & conditions.
9. **Please confirm that the Guards deployed : Yes/No**
by you shall be between 18-45 yrs, should
have at least two years of experience of
guard and possess min. educational qualification
of 10th.pass with sound health & physique
10. **Do you agree to our condition for : Yes/No**
deployment of staff, payment, security
deposit etc. stipulated in this tender
specification. Deviation if any may please
be indicated here.
11. **Please confirm whether you have noted : Yes/No**
our specific condition that no subletting of
contract would be permitted under this
tender specification.
12. **Please confirm that the rates offered by : Yes/No**
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.

13. Whether you are agreeable to all the clause : Yes/No
no. 1.4 of Section-3 of Special Terms & Conditions.

13 Remarks:- Any cutting/correction has been - Yes/No.
made in this schedule

- Note:
- (i) Strike off, 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 MPPTCL solely at its discretion.

Place : _____

Date : _____

Signature, Name & Seal of Bidder/Tenderer

Schedule-4

For providing security services for watch & ward round the clock effectively & efficiently by deploying

8 Nos. unarmed security guards per day in 03 shifts of 8 hrs i.e.

3 Nos in night shift from 00.00 hrs to 08.00 hrs

2 Nos in day shift from 08.00 hrs to 16.00 hrs

3 Nos in evening shift from 16.00 hrs to 24.00 hrs

SCHEDULE OF RATE
(To be kept in envelope-4, Price bid)

PART-A LABOUR COST PAYABLE BASED ON MINIMUM WAGES W.E.F. 01-04-18 (VARIABLE Labour Commissioner Indore Letter No.1/11/A/V/2015/10976- 11138 Indore date 28.03.2018)			
Sr.No.	Indicator	Particulars	Monthly Rate in Rs.
(1)	Variable (a)	Basic Pay per month per Security Guards in shift duty of 8 hours round the clock (Unskilled Category (Total 8 No.))	6500/-
	(b)	Dearness Allowance	825/-
		Total (a+b)	7325/-
	(c)	Provident Fund (Basic Pay + DA @ 13.15%)	963/-
	(d)	ESIC (Basic Pay +DA @ 4.75%	348/-
	(e)	Weekly off (4 off per SG x 282/-	1128/-
		Total (c+d+e)	2439/-
		Ground total (a+b+c+d+e)	9764/-

Monthly rates of providing 08 nos Security Guads Rs. 78112/- per Month

PART-B SERVICE CHARGES PER MONTH (FIRM FOR CONTRACTUAL PERIOD OF 24 MONTHS TO BE QUOTED BY THE BIDDER OVER AND ABOVE THE LABOUR COST PAYABLE			
Sr.No.	Indicator	Particulars	Monthly Rate of Service Charge in percentage only
1	2	3	4
(2)	Fixed	Service Charges (to be quoted by the bidder (Minimum 3%))	-----

Place:-

Signature of Security Agency

Date:-

Seal

Name &

Note:- Above rates are excluding G.S.T. and education cess which shall be reimbursed to the agency only on production of proof of remittance of the same to the Govt. by the Agency.

Schedule-5						
DETAILS OF ONGOING WORKS WITH THE FIRM						
(TO BE KEPT IN ENVELOPE -3)						
S/N	Particulars of works	Name of organi- sation	Order No. & date	Order value	Value of works executed	Value of balance works to be executed
(Signature, Name & seal of the Bidder) Note:- Any cutting/correction has been made in this schedule - Yes/No.						

Name of the Bank Address of the Bank

SOLVENCY CERTIFICATE (To be kept in envelope-2)

ADV.....

Dated:

“This is to certify that to the best of our knowledge and information (Name & Address of Customer) is a Customer of our Bank, is respectable and can be considered as solvent up to a sum of ₹..... (₹ only). It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly as guarantor or otherwise. This certificate is issued at specific request of (name of customer). This certificate is valid for one year from the date of issue.

FOR, (Name of the Bank)

AUTHORISED SIGNATORY

Name :

Signature Code:

Reference No. :

Date:

Instructions to the tenderer

1	Due Date of Opening
	11.05.2018
2	Scope of work
	For providing security services for watch & ward round the clock effectively & efficiently by deploying Total 8 Nos. unarmed security guards in 3 shift of 8hrs including with the reliever
3	Amount of earnest money (which is required to be deposited by the security agency along with tender)
	The EMD is to be submitted through D/D for amount of ₹.28700/- ,
4	List of documents (Xerox copy) to be submitted duly attested
	<ol style="list-style-type: none"> 1. G.S.T. No. 2. EPF no. 3. Registration/permission regarding Engagement in the business of private security agency 4. Registration Certificate under Contract Labour 5. Proof of past experience. 6. List of ongoing work. 7. Solvency certificate & Income Tax Return for last three years. 8. Order copy of work executed till date. 9. Work completion certificate document.
5	Cost of Tender document
	COST OF TENDER : ₹. 1120/- (postal charges of ₹150/-) payable by DEMAND DRAFT/ BANKER'S CHEQUE drawn in favour of R.A.O. MPPTCL, INDORE