

# **M.P.MADHYA KSHETRA VIDYUT VITARAN CO.LTD.**

**(A Wholly Owned Govt. of M.P. Undertaking)**

## **BHOPAL**



**TENDER SPECIFICATION NO.CMD/MK/04/242**

**(DUE FOR OPENING ON 03.01.12)**

**OUTSOURCING OF MANPOWER FOR PROVIDING NEW SERVICE CONNECTIONS  
TO LT CONSUMERS OF CITY CIRCLE BHOPAL FOR 2 YEARS**

**CHIEF GENERAL MANAGER (PUR),  
OFFICE OF THE CHAIRMAN AND MANAGING DIRECTOR,  
M.P.MADHYA KSHETRA VIDYUT VITARAN Co. LTD.,  
NISHTHA PARISAR, BILLI NAGAR, GOVINDPURA,  
BHOPAL-462023**

**PHONE NO.(0755)- 2678280, 2678325**

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**Website – [www.madhyavitaran.nic.in](http://www.madhyavitaran.nic.in)**

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## 1. Company Profile

- 1.1. Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Limited (MPMKVVCL) is a Power Distribution Company formed out of the unbundling of Madhya Pradesh State Electricity Board in 2005, as a part of the MP power sector reforms.
- 1.2. The Company is incorporated under the Companies Act, 1956 and has its registered office at Nistha Parishar, Govindpura, Bhopal. The Company has been vested with the function of power distribution by GoMP in Bhopal and Gwalior region(s).

Its business scope includes:

- Distribution of electricity to retail consumers;
  - Operation and Maintenance of distribution assets;
  - Collection of tariff from retail consumers;
  - Investing in capital works related to improvement of distribution networks;
  - Provide customer services as per distribution code and grievance redressal system.
- 1.3. With this mandate in view, the Company has undertaken various technical and commercial initiatives to increase its operational and commercial efficiency.
  - 1.4. At present, there are about 11,441 employees in the Company; most of them were originally functionaries in their current positions within MPSEB. The Discom operates through two (2) regions namely Bhopal and Gwalior. Further, Bhopal and Gwalior region(s) are subdivided into 7 circle(s) each. Circles are further divided into 50 division(s) which is subdivided into 336 distribution centre(s) and zone(s).
  - 1.5. The Company currently is serving approximately 26 lakhs consumers over an area of 96069 sq. km spread in urban and rural areas, and manages about 177,413 km of lines, 759 no of 33 kV sub-stations, and over 94,511 distribution transformers.

## 2. Background

- 1.1. MPMKVVCL is in the process of outsourcing manpower for providing new service connection to the consumers of City Circle Bhopal in order to improve customer services through an organised and efficient manner.

## 3. Objective

- 1.1. The objective behind outsourcing of the manpower is to improve the customer services by processing and resolving customer related issues for providing new service connection in minimum possible time by taking up it at appropriate place and level.

**4. Tender Notice**

**OFFICE OF THE CHAIRMAN & MANAGING DIRECTOR**  
**M.P.MADHYA KSHETRA VIDYUT VITARAN CO. LTD.**  
**(A Wholly Owned Govt. of M.P.Undertaking)**  
**NISHTHA PARISAR, BIJLINAGAR,GOVINDPURA, BHOPAL-23**  
**PHONE NO. 0755- 2602033 to 2602036/2678325 FAX NO.0755-2589821**

**TENDER – NOTICE**

Online tender in prescribed tender form for engagement of a Service provider for the following services are invited by the dates indicated below. The Bid Seals (Hashes) shall be received online on the portal <http://mpmkvvc.mpeprocurement.gov.in> till date & time as indicated below. The Tenders shall be opened online mentioned in tender time schedule (key date). The Hard Copy of Bid would also be simultaneously opened in the office of the u/signed.

Tender spec. No	Particulars	Tender Value (In Rs.)	Tender fee (In Rs.)	Date of Pre-Bid Conference	Last date of purchase of tender document by making payment online	Date of opening of tender (at 12:00 pm)
CMD/MK/04/242	Outsourcing of manpower for providing new service connection for upto a maximum load of 10 KW to LT consumers of City Circle Bhopal for 2 years.	400 lakhs	2,000	20.12.11	29.12.11 (upto 1100 hrs. only)	03.01.12 at 1230 hrs.

1.1. Tender documents can be purchased only online from <http://mpmkvvc.mpeprocurement.gov.in> by making online payment for the Tender Document Fees.

1.2. The Bid Data shall be filled in and the Bid Seals (Hashes) of all the envelopes and the documents which are to be uploaded by the Bidders **should be submitted online** up to as per time schedule (Key Dates).

- 1.3. The Bidders shall have to submit their Bids online (decrypt the bids and re-encrypt the bids) and upload the relevant documents forms as per time schedule (key Dates). Original Earnest Money Deposit (EMD) Instrument should reach the office of the undersigned by 1200 hrs. (noon) of 03.01.12 alongwith the HARD BOUND, Hard Copy of the Tender..
- 1.4. Since the online Bidders are required to sign their bids online using Class III - Digital Certificates only, Prospective Service Providers (bidders) are advised to obtain the same from M/s Nextenders, C-6, Sahyog Parisar, Shahpura, Bhopal at the earliest. For further information, Bidders are requested to contact at E-mail Address: [bhopal@nextenders.com](mailto:bhopal@nextenders.com) M/s Nextenders is an MP Govt. appointed agency for e-tendering. It's address is M/s (Wipro) Nextenders, C-6, Sahyog Parisar, Opp. Makhanlal Patrakarita Vidyalaya, E-8, Trilanga Bhopal 462039 contact phone nos. are 4075010 (land line) and 9754965249 (Shri Pawan Nema) 9993075449 (Shri Pankaj) & 9713081491 (Shri Amit Kumar)
- (Note: It may take up to 4 working days to issue Digital Certificates.)
- 1.5. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System. The Bidders are required to contact the Service Provider – Wipro – M/s NexTenders to confirm their session in advance.
- 1.6. Bidders may please note that Part-I (EMD & Technical Commercial Bid) & Part-II (Price Bid) are required to be submitted in physical form also through one HARD BOUND Hard Copy on or before 1200 hrs. i.e. noon of 03.01.12. Other details can be seen in the tender documents which would also be available at Company website [www.madhyavitaran.nic.in](http://www.madhyavitaran.nic.in).
- 1.7 **Bids not accompanied with an acceptable bid security as specified in bidding documents, in a separate cover or bids accompanied with bid security of inadequate value shall be rejected by the procurer and in such cases bids shall be returned to the bidders unopened.**
- 1.8 The Bid Security of Rs. 1,00,000/- in favour of Sr. A.O. (HOAU), MPMKVV Co. Ltd. payable at Bhopal, along with HARD COPY of tender in **HARD BOUND** form complete with supporting documents duly filled up excluding *Price & Quantity and Commercial Deviation schedule*, shall be *dropped* in the tender box of Purchase Section, O/o CMD, Bhopal on or before opening date of tender. Please note that the Hard copy is to be HARD BOUND (even spiral binded would not be accepted).
- 1.9 The corrigendum or addendum to the bidding documents if any will be published on the Company's website [www.madhyavitaran.nic.in](http://www.madhyavitaran.nic.in). Hence participant bidders are **advised to regularly visit the Company website for any amendment to the bidding documents**

until the last date of bid submission. This office shall not in any way be responsible for any ignorance of the bidders about the corrigendum or addendum.

**Key Dates:-**

S.N.	MPMKVVC Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation And Release of NIT		02.12.11 13:00	08.12.11 14 : 00
2		Tender purchase Online	08.12.11 14:01	29.12.11 11: 00
3		Tender Download	08.12.11 14:01	29.12.11 11:00
4		Submit Bid – Hash Online	08.12.11 14:01	30.12.11 15:00
5	Close for Bidding Generation of Super Hash		30.12.11 15:01	31.12.11 14:00
6		Submit bids online – Re-encryption	31.12.11 14:01	03.01.12 11 : 00
7	Open EMD & Technical / PQ bid	-	03.01.12 12:00	03.01.12 1830 hrs. One HARD BOUND Hard Copy of Bid to be physically submitted by 1200 hrs (noon). of 03.01.12
8	Open Financial/ Price - Bid	-	17.01.12 11:00	17.01.12 18 : 00

**Note:** The relevant portion of tender which tenderers have to fill online would be available on above e-procurement website on the date mentioned against each.

(i) In case if any of above date(s) is declared as holiday/ local holiday then the date will automatically get shifted to the next working day.

(ii) A PRE BID CONFERENCE IN MEETING HALL OF CMD (CZ) OFFICE AT NISHTA PARISAR, BIJLEE NAGAR COLONY, GOVINDPURA, RAISEN ROAD, BHOPAL 462023 HAS BEEN SCHEDULED FOR **1400 HRS. ONWARDS OF 20.12.11**. Prospective bidders are advised to attend and put up all queries pertaining to the tender / Scope of work or point out any anomalies / ambiguities in tender or put forward useful suggestions which can help in betterment of the Tendering process for this contract work.

(iii) *It is in the interest of the prospective bidders that they submit bids atleast, three, four days after the pre bid conference, since in e-tendering price bid once submitted (online), could not be altered* and if any amendments are made in tender or work scope diversified / reduced post the pre bid, then fresh pricing would not be possible for the bidders if they have submitted the price bid already.

(iv) Company reserves the right to reject any or all the tenders or accept any tender The in full or part as considered advantageous to the Company, whether it is the lowest or not, without assigning any reason whatsoever it may be.

(v) The tender notice and complete tender and further information – ‘if any’, shall also be available on our website **www.madhyavitaran.nic.in**. For purpose of the single **Hard Copy** submission and going into the details of Tender only, the tender may be downloaded from this website.

**(SANJEEV P. PURANIK)**  
**CHIEF GENERAL MANAGER (PUR)**  
**MPMKVV CO. LTD. BHOPAL**

5. Tender Form



OFFICE OF THE CHAIRMAN & MANAGING DIRECTOR  
M.P.MADHYA KSHETRA VIDYUT VITARAN CO. LTD.,  
(A Wholly Owned Govt. of M.P. Undertaking)  
NISHTHA PARISAR, GOVINDPURA, BHOPAL-462023  
PHONE NO 0755-2678325, 2602033 to 2602036  
FAX NO.0755-2589821

**Online Issue after Online Payment of Tender fee only.**

*(Tender fee also to be submitted online only)*

Tender issued to M/s.....  
.....

**TENDER-FORM**

The undersigned hereby shall participate in tender and offer (subject to the Company's conditions of tendering) to MPMKVCL, Bhopal which are described or referred in the particular sections as attached in the tender document no CMD/MK/04/242 for "Outsourcing of manpower for providing new service connection to LT consumers of City Circle Bhopal for 2 years." due for opening on 03.01.12. The Bill of Quantity along with schedules are enclosed here in the tender document and which under the terms thereof are to be supplied by the bidder and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred from the said tender documents for the sums and at the rates sets out in Schedule-I annexed hereto.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith [if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Company (unless contrary is mentioned in the body of the tender)].

Date the \_\_\_\_ day of \_\_\_\_\_, 2011.

TENDRER'S SIGNATURE

(With seal)

BIDDER'S ADDRESS

## 6. SCOPE OF WORK

### 1.1. Introduction

- 1.1.1. MPMKVVCL invites sealed tender for outsourcing of manpower for providing new service connection to LT consumers of city circle Bhopal for 2 years.
- 1.1.2. The area of jurisdiction includes the various locations under City Circle Bhopal, MPMKVVCL as mentioned in Annexure-I.

### 1.2. Responsibility of the Bidder

- 1.2.1. **Overall scope:** The service provider shall be responsible for releasing new service connection (NSC) to LT Consumers having load up to 10 kW in the area of jurisdiction under City Circle Bhopal. For single premises and other individual meter connections the service provider will serve connections having load equal to or less than **10 KW** only. For the consumers other than single premises like multi storey buildings and commercial complexes etc. the service provider shall necessarily take **load approval** from the concerned City Division DGMs before initiating the process for New Service Connection. The consumers shall deposit the registration charges against the demand note along with the fees for application form. The demand note for registration charges shall be collected by the Service provider from the concerned OICs of MPMKVVCL for the area on behalf of the consumers. Post the deposit of the registration fees, the initiation of the process for the following activities as mentioned in the table below shall begin for the Service provider i.e. the countdown or time limits would begin from the day the prospective consumer is registered. The overall responsibility of the service provider shall be in completion of formalities like filling up of Application form for providing new service connection, collection of all relevant documents and evidences by counselling the consumers, load verification, verification of the adequate documents before registering the consumers, Ownership verification of consumers, registering the consumers, Test report form, Documentation including Affidavit, NOC, site survey, preparation of estimate and presenting to Nodal officer for sanction. Delivery of Demand Note to the consumers, checking of adequacy of the service line at consumer premises & installation of meter with meter box on receipt of payment, inspection, supervision, monitoring & reporting as advised by the Company for the prospective consumers shall also be the responsibility of the Service provider. The sealing of meter and meter box shall be the responsibility of the Service provider. The sealing of meter and meter box shall be done after the certification produced by the Company for the successful installation of the meter and meter box as per the standards. **The Service provider shall comply with MPERC Supply Code 2004 and Lok Sewa Guarantee Adhiniyam as amended from time to**

**time for providing New service connection to prospective consumers.** The service provider shall comply to the following activities along with the timelines as specified below, post registration of the prospective consumer -:

Sl. No.	Activities (after registration of fresh NSC applicant)	Maximum Duration
1	Site Survey after receiving of request for New service connection (NSC) from prospective consumer or through Centralized Customer Care Centre (CCC) and his subsequent registration. Counselling to the consumer during survey will also be part of this activity.	Within 3 days
2 (a)	Framing of complete proposal along with filling up of application form and making of estimate for the work and submission of same to the nodal office for approval	Within 2 days
(b)	<i>In case the site survey indicates that extension work is required for serving connection then the maximum duration for proposal with estimate submission .</i>	Within 4 days
3	Demand note to be issued by MPMKVVCL to the service provider	Within 2 days
4	Demand note to be submitted to the consumer by the service provider	Within 2 days
5	Validity of the demand note shall be for 15 days and can be extended up to further 15 days (but only , if consumer's plea in regard is substantiated by reasons which appear genuine / unavoidable) there after application will be cancelled. This activity shall be the responsibility of the prospective consumers.	Within 30 days
6	Serving the connection including the installation of meter, meter box(after payment is received against Demand Note)	Within 8 days
7	The sealing of the meter and meter box (shall be completed by the service provider only after the certification issued by the Company for the successful installation as per the standards).	Within 3 working days
8	Final inspection by MPMKVVCL and clearance for successful installation after physical verification and then the service provider shall be eligible to raise the bill for the connection served.	Within earliest possible time

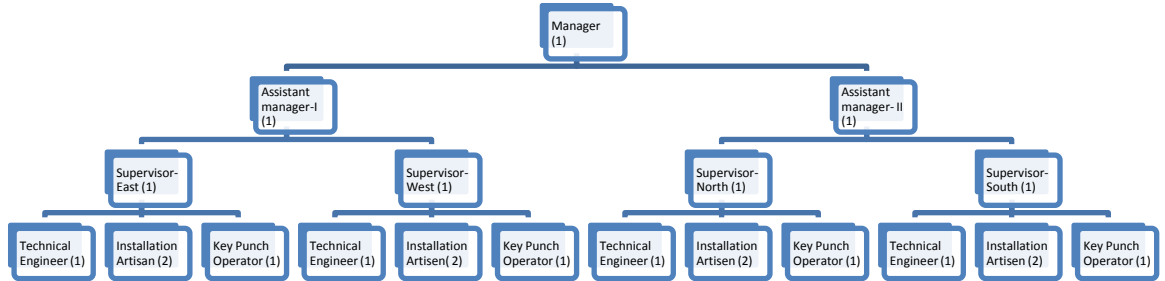
*\*Kindly note that, On a priority basis the connections to be served to the Government employees and VIP people as specified by MPMKVVCL from time to time with short notice shall be completed within the duration as desired without the change in quoted price as mentioned by the Service provider.*

*\*\* In the eventuality of the application being held up by prospective customer for what ever reason, then the service provider shall bring this to the knowledge of the concerned Nodal Officer of MPMKVVCL within 5 days of issuance of application form.*

**1.2.2. Infrastructure to be provided:** Accommodation for NSC Service Centres shall be provided by the Company to the Service provider at a centralized location of Bhopal to be used as the main service building and at each of 4 City Divisions of City Circle, Bhopal for execution of work as branch office(s) on monthly rental basis. The Service provider is required to establish these service centres & manage these on their own. The rent of the service centres shall be revised from time to time as applicable by the CGM (BR)/GM (CC) or GM (Civil) Bhopal and should be acceptable to the Service Provider.

Service centre	Location	Manpower
Centralized Main service building	Bhopal	Manager: 1 Assistant Manager (East div& West div): 1 Assistant Manager (North div & South div): 1
Branch office	City East Division, Bhopal	Supervisor: 1 Technical engineer: 1 Installation Artisan: 2 Key punch operator: 1
Branch office	City West Division, Bhopal	Supervisor: 1 Technical engineer: 1 Installation Artisan: 2 Key punch operator: 1
Branch office	City North Division, Bhopal	Supervisor: 1 Technical engineer: 1 Key punch operator: 1 Installation Artisan: 2
Branch office	City South Division, Bhopal	Supervisor: 1 Technical engineer: 1 Installation Artisan: 2 Key punch operator: 1

**1.2.3. Organisation requirement:** The proposed organisation structure requirement of the service provider shall be as follows;



1.2.4. **Responsibility & Qualification of the manpower:** The qualification for the key positions like Manager, Assistant manager, Supervisor, Technical engineer and Installation artisans shall be as specified below:

**Manager:**

- The Manager shall have a Post Graduate/MBA with minimum of 5 years of relevant experience in managing a team of more than 500 people in similar projects;
- Manager shall represent the Service provider company and be the single point of contact for all kinds of communication;
- He shall be responsible for the monitoring and reporting of MIS and submission of the same to the GM, City Circle Bhopal, MPMKVVCL;

**Assistant manager:**

- The Assistant Manager shall be a graduate with minimum of 3 years of relevant experience in similar projects.
- There shall be 2 Assistant manager representing City East & West Division Bhopal and City Division North & South of MPMKVVCL Bhopal reporting to the Manager.
- He shall be responsible for the consolidation of the estimation being prepared, verification, authentication and submission of the same.
- The monitoring of the Supervisors shall be the responsibility of the Assistant Manager.

- Data collection from the respective DCs and consolidation of the reports.

**Supervisor:**

- The Supervisor shall be a graduate with minimum of 2 years of relevant experience in similar projects.
- There shall be a supervisor for each division namely East, West, North & South Division of MPMKVCL Bhopal.
- Each supervisor shall be responsible for finalisation of the estimates prepared by the Technical engineer.
- He shall supervise the work of Technical engineer & Installation Artisan.

Data collection from the respective Divisions and consolidation of the reports shall be the responsibility of the respective supervisors.

**Technical Engineer:**

- The Technical engineer shall be Diploma or graduate in Electrical Engineering with minimum of 2 years of relevant experience.
- He shall be responsible to conduct survey, prepare the estimates, and supervise the physical work carried out by the Installation Artisan.
- He shall enter the information related to new service connection in R3 with prior approval of the Discom representative.
- Also he shall be responsible for entering the data in the billing software.

**Installation Artisan:**

- The installation artisan shall be an ITI certified as a wireman or electrical stream with minimum of 2 years of relevant experience.
- Installation of meters along with meter box shall be the primary responsibility of the Installation engineer.
- Laying of service line is under the responsibility of him (if to be supplied by the service provider)
- The primary data collection, issue of Test report shall be the responsibility of the Installation Artisan.

- There is a need of 2 installations Artisans in each division of which one must have an overhead license to be required for climbing on the poles.
- He shall have an authorised B class electrical contractor certification.
- **Key punch operator:**
  - The key punch operator shall be 10<sup>th</sup> or 12<sup>th</sup> passed out computer literate (MS Office) with minimum of 6 months of relevant experience as a key punch operator.
  - The key punch operator shall perform duties related to clerical activities such as filing and pulling records, sorting records to be processed in the form of softcopy and hardcopy.

The person should perform other physical duties as assigned from time to time such as in case of absence of the supervisor he or she he shall issue the application form etc.MPMKVCL reserves the right of doing background check for the qualification of employees deputed by Service provider. In case if wrong or incorrect information on qualification is found, a penalty as decided by the CGM (Comml.) O/o CMD (CZ) would be applicable which may also lead to disqualification of the service provider and termination of the contract. Prospective bidders may please take cognizance of this

- 1.2.5. **Communication skills:** The employees of the service provider shall be able to service the consumers both in Hindi and English with proper local accent, sound communication skills.
- 1.2.6. **Application form:** The service provider shall receive the request from the prospective consumers as directed by the Centralised Customer Care Centre via online application form, SMS, calls and couriers. Thus the consumer will have the option to apply online by necessary MPMKVCL website where the GM (CC) Bhopal will ensure that application form is available titled 'NEW CONNECTION FROM (NSC FORM)' whenever the contract commences. The supporting documents can be sent by courier by consumer to the service provider (at his area designated address) and a note stating addresses of (different City Division) Service Provider offices and above hard copy submission mode should also be provided on website by the GM (CC) Bhopal. Also the prospective consumers may submit their NSC application between 10:30 AM to 5:30 PM at the office of the Service provider of the respective Division directly too. Bidder shall be responsible for making integration with CCC to their IT system to get call diverted related for NSC request. The Technical engineer shall visit their location for filling up of NSC application forms between 10:30 AM to 5:30 PM. On receipt of application, the service provider will request issue of Demand note for the registration of the

consumer to related area MPMKVVCL office and collect and provide same to the consumer. The consumer will have to deposit Registration fees in MPMKVVCL counter only. Once the consumer is registered, the service provider has to assist the consumer and do counselling, site survey etc. so that the consumer is served connection in the minimum time possible. A Nodal Officer of MPMKVVCL shall be appointed at each NSC Service Centre and shall be interacting with the Supervisor representing each Division. The list of documents needed for registration process is as mentioned below:

- Application form in the prescribed format
- Photograph of consumer
- Identity proof (voter ID, driving license, passport, Senior citizen ID proof, Rashan Card, BPL card)
- Adhesive Stamp (Rs 100)
- Ownership proof of the premises (registry, rent agreement on Rs 100 non-judicial stamp paper duly notarized)
- Present address proof and contact number
- Test report of the internal wiring where the connection is to be served
- Photograph of the proposed location of meter installation at call bell location
- Receipt number with date of the registration charges

The above requirement for registration process may change as per the notifications issued from time to time. *No extra charges shall be applicable if there is an increase in the number of documents to be verified. Prospective Service Provider (Bidders) may please note this.*

**1.2.7. Formalities:** The NSC Application form in the prescribed format shall be collected by the Service Provider. The formalities of filling up of Application form, Agreement form and receiving of Test Report Form, Ownership Document, Affidavit, NOC, etc shall be done by the Service Provider. The Documents shall be self Attested by the consumers. **The Service Provider shall verify these documents with the Originals and their authenticity (once accepted so) will thereafter be the responsibility of the service provider.**

**1.2.8. Issue of Demand note:** The Discom representatives shall issue the Demand note along with the application form fees to the Service Provider which shall be served to the consumers and the case file shall be accepted by the Service provider along with paid Demand note. The registration fee shall be adjusted on availing of LT supply by the consumer.

- 1.2.9. **Acknowledgement of Demand note:** The complete case file shall be produced to Nodal Officer of respective division by the Service provider. The acknowledgement of the application shall be issued immediately by the Nodal officer to the Service provider, which shall be given to the respective consumers by the Service provider.
- 1.2.10. **Site survey:** Site survey shall be conducted by the Service provider and the report of Site Survey capturing all necessary details shall be prepared by the Service provider in the prescribed form as provided by MPMKVVCL in 2 days.

Three snapshots are to be produced by the Service provider as mentioned below;

- 1.2.10.1. ONE at the call bell location where meter and meter box are to be installed, preferably with the consumer who requires connection too in the picture and such that the location of the meter should be visible from the front gate of the house (preferably in a shaded part in order to protect meter adverse ambient conditions).
- 1.2.10.2. SECOND the front elevation of premises in which meter to be installed preferably with Left and Right premises covered in the frame, and
- 1.2.10.3. THIRD the front elevation of the building (which requires connection must be included) containing LT pole from where service line is to be terminated,

Also to note that the bills of the nearest existing consumers shall be collected and submission of the case file along with Site Survey report shall be done by the Service Provider to nodal officer within 3rd days of receiving of the call.

- 1.2.11. **Notice to the consumers:** Based on the site survey, the Nodal officer shall categorise each case as Green or yellow. The cases, in which there is no doubt of arrears on the premises, shall be categorised as Green and the cases, where there is possibility of arrears, shall be categorised as Yellow. The cases in Yellow Category would be sent to the concerned zone for verification of dues on premises. The case file in Yellow category shall be handed over to Service Provider by Nodal Officer for submission in zone and after necessary verification of dues; the file shall be collected by the Service provider and shall be resubmitted to Nodal Officer. Notice shall be issued by the Nodal officer in case where dues are confirmed. This notice shall be delivered to the consumer by the Service provider. The Service provider shall be responsible for making additional visits in all cases wherever clarification is required by

Nodal Officer. Also the cases in Green Category are to be sent to the concerned zone for verification of dues on premises on a **random selection basis**, if any. The GM (City Circle) would be issuing detailed guidelines as and when required on this issue so that (a) Premises having PDC or other arrears does not get a fresh connection stealthily. (b) Prospective consumer's connection is not unduly delayed upon investigation upon this issue.

**1.2.12. Issuance of meter and meter box:** On receipt of paid Demand Note from the concerned division, the Nodal Officer shall issue material request to the Service Provider. This is the responsibility of the service provider to draw the meter physically from the custody of the Nodal officer with the help of the material request.

**1.2.13. Inspection of Service line:** Before release of new Service Connection, the service provider is required to ensure that the Service Line laid by the consumer through Licensed Electrical Contractor is according to the prescribed standards of MPMKVCL as updated from time to time and as per the requirements of IE rules 1956 as amended from time to time. The laying of service line shall be the responsibility of the consumer as per the standards. The consumer need to arrange for the service line before 3 days of the deadline for providing new service connection to consumers with reference to the Lok Sewa Guarantee Adhinyam as amended from time to time. In case of any discrepancy, dispute created during the inspection of the Service line, the Service provider s shall prepare a report for the non compliance of the service line and brought to the notice of the nodal officer of each division to take the right decision.

**1.2.14. Installation of meter and meter box:** The Service Provider shall

1. Install the meter and meter box in presence of Consumer's representative,
2. Make appropriate connection at the terminals,
3. Do proper connections at the distribution main/pole,
4. Do primary checking of working condition of meter . Also to do sealing of the meter if working condition is found satisfactory as per the certification provided by the DGM of the respective divisions of MPMKVCL.

Compliance to the Standards: The Service Provider shall comply to the below mentioned standards.

Service/ Process	Laying of New Service connection.		
<b>A. Service Description</b>			
The Service provider is required to carry out inspection of Laying new service connection cable and fixing of meter as per Indian Electricity Rule 1956 as amended from time to time. If during course of contract subsequently to completion of work if workmanship found unsatisfactory then service provider will be penalized for that.			
<b>B. Key standards in installation</b>			
<ul style="list-style-type: none"> <li>• The service provider may provide service connection up to periphery (Service line / Cable length) not exceeding 45 meters in case of Domestic connection and not exceeding 30 meters for Non-Domestic categories.</li> <li>• New service connection up to 3 kW (not including 3 kW) shall be released on single phase and more than 3 KW shall not be released on single phase. Between 2 KW and 3 KW loads, single phase or three phase connection may be released as per request of the consumer.</li> <li>• Laying of Service Line using ISI marked Armoured cables, G.I wire of appropriate size as described here under etc. (Provided by the Consumer).</li> </ul>			
No.	Service Connection	Cable Size	G.I Wire size.
1-	Single phase connection up to 3 KW	2X4 sq mm.	8 SWG
2-	Three Phase Connection up to 6 KW	4X6 sq mm.	8 SWG
3-	3 Ph. Conn. up to from 6KW to 10 KW	4X10 sq. mm	8 SWG
<ul style="list-style-type: none"> <li>• Installation of Single phase/Three phase meter</li> <li>• Meter shall invariably be provided with meter box.</li> </ul>			

### 1.3. Reporting

Service Provider shall submit following but not limited to below mentioned reports in Company approved format and schedule

- Maintaining daily/monthly MIS & Reports as per required formats.
- Process Quality Audit – of the services rendered. Service Provider will provide schedule of quality audit in advance and provide audit reports to the Company as per agreed schedule.
- Reporting – Generation, collation, printing and presentation of reports pertaining to every activity in the entire process value chain.

The formats of MIS reporting shall be finalized after the award of contract by the GM (City circle) Bhopal. The MIS reports shall be revised as per the requirement of the Company from time to time and no extra cost shall be charged for the same. The revision would be done either by the CGM (Comml.) O/o CMD (CZ) or the GM (City Circle) MPMKVCL, Bhopal.

**1.4. Other arrangements:** The service provider shall arrange its own security system for picking up and dropping off of the employees, cab services, pantry services and cleaning services.

## **1.5. Training**

1.5.1. Service Provider shall be responsible for the

- Ongoing recruitment, selection, training of employees and team leaders.
- Training – mandatory induction training and process specific training.

1.5.2. The Service Provider shall act as the process owner of the above mentioned activities/ services and shall be held responsible and penalized for any discrepancies in the entire activity chain as describe in the penalty clause.

1.5.3. Training of employees in soft skills & etiquettes as required for operations shall be provided by the service provider as on when it is required.

## **1.6. Integration with RAPDRP**

**The Service provider shall be responsible for the integration with the CCNB, ERP CRM (NSC) and CCC modules of R-APDRP or any other module which can be brought in the future.** NO revenue transaction will be permitted to the Service provider. Queries on the futuristic possible modules may be put forward in the pre bid conference so that the prospective service provider is fully clear of his future obligations too in the scope of the contract i.e. those where integration with upcoming modules would be necessitated. PLEASE NOTE : NO EXTRA PAYMENT would be given for such integration.

**1.7. Company Obligations:**

- 1.7.1. Service Provider to be provided with suitable premises for execution of the services.
- 1.7.2. To provide one time functional training on processes and policies related to New service connection.
- 1.7.3. Access to Billing software ( for updating status of new connection application after the approval from the MPMKVVCL representative)
- 1.7.4. To provide format of application forms and other mandatory forms. These would be provided by the GM (City circle) Bhopal. Also issuance of Registration charges demand note for the consumer on being requested by service provider. The stationary expenditure will be incurred by the service provider.
- 1.7.5. Access to the up to date commercial policy and procedures.

**1.8. Service Providers Obligations:**

- 1.8.1. The selected Service Provider is obliged to work closely with the Company's representatives, act within its own authority and abide by directives issued by MPMKVVCL in implementation activities.
- 1.8.2. The Service Provider shall abide by the job safety measures prevalent in India and shall (indemnify) MPMKVVCL from all the demand of responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider shall pay all indemnities arising from such incidents and shall not hold MPMKVVCL responsible or obliged.
- 1.8.3. The Service provider will be responsible for managing the activities of its personnel or sub contracted personnel and shall hold itself responsible for any misdemeanours.
- 1.8.4. The service provider should have his own PC set with UPS and Laser Printer for users in order to discharge his responsibilities as per the contract.
- 1.8.5. will provide within time limit all information required by MPMKVVCL for issues related to MPERC and other Govt. bodies. The Service provider should follow all the regulations issued by GoI and GoMP and M.P. Electricity Regulatory Commission.

- 1.8.6. The Service provider shall take the respective license required from concerned authorities for handling customers.
- 1.8.7. The Service provider shall provide monthly reports as MIS to MPMKVVCL and as required from time to time.
- 1.8.8. The job shall be carried out generally as per the acts, rules, regulations and other details as applicable in Bhopal, Madhya Pradesh.
- 1.8.9. Service provider will provide Conveyance, Mobile phone, Service Executive KIT and other facilities to Service Executives during execution of Contract.
- 1.8.10. Insurance coverage for employees.
- 1.8.11. Communication support for taking appointments and real time coordination with field executives.
- 1.8.12. Service provider will provide each executive with an ID-Card having employee number along with uniform.

#### **1.9. Responsibility of MPMKVVCL in providing web based facility**

- 1.1.1. Web based facility is required through which consumer can access all the details of documents required to be submitted by them with the application (New Service connection) form;
- 1.1.2. Web based facility is required to be provided to the consumers and MPMKVVCL (Designated points) to access the status of application at each stage;

#### **1.10. Delivery Schedule**

- 1.1.1. The NSC work shall be commenced **within 21 days (Twenty one days)** from the date of issue of order and providing of housing by MPMKVVCL as per terms and condition of contract. The bidders shall quote their most competitive rate only after considering their capability of strictly adhering to the time schedule of providing employees within a period of 21 days.

#### **1.11. Confidentiality:**

- 1.1.1. Confidential information shall mean and include all data, documents, papers, data base, correspondence and any other information relating to MPMKVVCL, its business, operation etc.
- 1.1.2. The Service provider shall maintain the confidentiality of all other orders/ information and shall neither disclose to anyone nor use the same for any purpose, what so ever without prior written approval of MPMKVVCL.

#### **1.12. Governing Laws**

- 1.1.1. The Service Agreement shall be governed by the Indian Law with Court Jurisdiction exclusively in Bhopal, Madhya Pradesh.
- 1.1.2. The service provider shall comply with all other statutory provisions, rules and regulations. The service provider shall indemnify MPMKVVCL. On account of any default or non-compliance of any statutory provision, rules & regulations by it.
- 1.1.3. Maintenance of facilities and personnel: The service provider shall do all work using its own facilities & personnel.

**(SANJEEV P. PURANIK)**  
**CHIEF GENERAL LMANAGER (PUR)**

**7. Eligibility Criteria**

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
		All Partners Combined	Each Partner	At Least One Partner of Primary bidder	
<b>Conflict of interest</b> No conflicts of interest shall be allowed.	must meet requirement	must meet requirement	must meet requirement	not applicable	As per Annexure II with compliance to the clause 9 Special Conditions of contract (1.2) Conflict of interest.
<b>Blacklisting</b> Should not have been blacklisted by the MPSEB or any of its successors six (6) Companies including MPMKVVCL which shall be confirmed under the black listing process.	must meet requirement	must meet requirement	must meet requirement	not applicable	As per the format in Annexure III

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
<b>Pending Litigation</b> All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 100 percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	As per the format in Annexure IV

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
<p><b>Financial Performance</b></p> <p>Submission of audited balance sheets or, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability.</p> <p>The bidders should have a positive Net-worth in the best two (2) years out of the last three (3) years. The Net-worth shall be at least Rs 2 Cr.</p> <p>Definition of Net-worth:            Net-worth = Equity share capital            Add: Reserves            Subtract:            Revaluation</p>	must meet requirement	not applicable	must meet requirement	not applicable	<p>Along with the format specified in Annexure V the following needs to be submitted:</p> <p>For the purpose of technical and financial criteria only unconsolidated Audited Annual Reports/Financial Statements including Notes &amp; Schedules, for the last three (3) financial years shall be applicable)</p> <p>For this purpose, only equity with voting rights shall be considered. The bidder shall submit a copy of PAN CARD and VAT Clearance Certificate in currency. All documents should be notarized.</p>

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
<b>Average Annual Turn Over:</b> The Average Annual Turnover shall be three (03) Cr for the last 3 years.	must meet requirement	must meet requirement	must meet minimum twenty five percent (25%) of the requirement	must meet minimum fifty one percent (51% )of the requirement	As per annexure VI

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
<p><b>General Experience</b> Experience of successful completion of two (2) services of similar magnitude and duration, value not less than Rs.10 Crores in the last three financial years in any Govt. /Semi-Govt/ Autonomous/ private department in providing new service connection in the power sector, telecom sector, water sector and gas pipe connection only. However for those <b>Power sector service providers</b> who have experience of</p>	must meet requirement	not applicable	not applicable	One partner must meet requirement	Bidder shall be required to submit experience certificate from the utility that they have carried out the said services, for a period of two years including nature of service and volume of transactions. It should be notarized

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
<b>Specific Experience</b> Registration of firm with ESIC & EPF (minimum deployment of 150 employees per year) during the year 2008-09, 2009-10, and 2010-11.	must meet requirement	not applicable	not applicable	One partner must meet requirement	A copy of registration form is to be attached. (for both ESIC & EPF)
Production of Service Tax deposit receipt issued by Central Excise Department. Permanent Account Number (PAN) issued by Department of Income Tax.	must meet requirement	not applicable	not applicable	One partner must meet requirement	A copy of receipt is to be attached.

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture/ Consortium (less than or equal to 2 firms permitted)			Submission Requirements
An undertaking shall have to be provided by the Service provider on a 50 Re. Stamp Paper stating clearly that none from among it's Board of Directors or Partners and employees of it's firm or of the associate partner firm (if jointly bidding for this contract) has anyin any Police Station of India at the time of submitting this Bid.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Undertaking on 50 Re Stamp Paper is required.

## 8. General Conditions of Contract

### 1.1. General

1.1.1. The Chief General Manager (Purchase) O/o the CMD (CZ) on behalf of "Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd." herein-after referred to as "Company", shall receive sealed tenders/ bids for Engagement of Service provider for Outsourcing of manpower for providing new service connection to LT consumers of City Circle Bhopal for 2 years as per terms and conditions attached with this tender document.

## **1.2. Basic qualification of bidders**

1.2.1. The bidding is open to the Service provider, who fulfils following eligibility criteria as mentioned under clause 7 (Eligibility criteria).

## **1.3. Earnest Money Deposit (EMD)**

1.3.1. The bidders will have to deposit the EMD amount of Rs 1,00,000 (One lakh).

1.3.2. The EMD may be deposited in the following forms only:

1.3.2.1. By Bank Draft/Pay order in favour of The Senior Accounts Officer (HOAU), MPMKVVCL, payable at Bhopal.

1.3.2.2. No offer shall be accepted without valid EMD. The EMD shall be forfeited in case successful tenderer fails to pay Security Deposit and execute the contract agreement within the prescribed period. 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.

1.3.3. Return of EMD to bidders

1.3.3.1. EMD shall be returned to the un-successful bidders, as soon as possible, after the tender is decided. *No interest shall be paid on EMD amounts.*

1.3.3.2. EMD of bidders on whom the orders have been placed, shall be returned after execution of agreement against contract award. No, interest shall be paid on EMD amount.

## **1.4. Taxes and Duties**

1.4.1. All taxes and duties shall be included in the prices quoted. Any kind of taxes and duties shall not be paid extra in any case.

1.4.2. M.P. Madhya Kshetra Vidyut Vitaran Company Ltd., Bhopal is a Registered Dealer and TIN Number is 23263605361.

### **1.5. Amendment**

1.5.1. The Company may revise or amend the Tender prior to the date notified for opening of Price Bid of tender. Such revision/ amendment, if any, shall be communicated in the website and it shall be the responsibility of the bidders to follow up the information regarding such revisions/ amendments.

### **1.6. Bids received by messenger**

1.6.1. The (Hard Bound), Hard copy of the tender if delivered by special messenger/ Courier should be dropped in the Tender Box, kept in the Purchase Section, office of CMD (CZ), Nishtha Parisar, Bijlinagar, Govindpura, Bhopal (MP) 462023, on all working days during working hours indicated in tender notice. Nobody is authorised to receive or grant receipt for tender delivered by hand.

### **1.7. Bids in open form**

1.7.1. Open bids through Telegram/Fax shall not be considered under any circumstances.

### **1.8. Delayed/ Late Bids**

1.8.1. The Company shall not assume any responsibility for any networking problem related to e-tendering causing delay or non completion of any step leading to some process remaining incomplete or bid not late receipt of documents by bidder or late receipt of bids by the Board/Company. No extension in time shall be granted on such grounds.

### **1.9. Alternative Bids**

1.9.1. Bid should be submitted as per intent of tender documents; any alternative offers are liable for rejection.

**1.10. Mistakes in bids**

1.10.1. Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Company shall be considered. Such offers can also be rejected.

**1.11. Lump-sum based Bids**

1.11.1. In case prices for some items or all items are given as a lump-sum, instead of unit prices as required in the tender specifications, Company can summarily reject such incomplete tender.

**1.12. Printed terms and conditions in bids**

1.12.1. Supplier's printed terms and conditions shall not be considered as forming part of the tender under any circumstances whatsoever.

**1.13. Alterations/Corrections in Bids**

1.13.1. Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

**1.14. Incomplete Bids**

1.14.1. Tender that is incomplete or obscure is liable for rejection.

**1.15. Acceptance of part/whole bids-rights thereof**

1.15.1. Company reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Company in this regard shall not entertain any correspondence.

**1.16. Ambiguities in Conditions Of Bids**

1.16.1. In case of ambiguous or self-contradictory terms/ conditions mentioned in the bid, interpretation as may be advantageous to the Company shall be taken without any reference to the tender.

**1.17. Disqualification of Bids**

1.17.1. A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, shall be disqualified.

1.17.2. Bidders shall not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender shall be rejected.

### **1.18. Language of Bids**

1.18.1. All tenders should be made either in English or in Hindi only.

### **1.19. Income Tax Return/Sales Tax Clearance Certificate**

1.19.1. The bidder shall furnish Income Tax Return/Sales Tax clearance certificates from competent authority. Alternatively, the bidder shall give reasons for his inability to furnish such Return/ clearance certificate. The Company reserves the right to reject any tender if Income Tax Return & Sales Tax clearance certificates or the reason for the bidder's inability to furnish such a certificate are not furnished.

### **1.20. Filling of Questionnaire/Schedules**

1.20.1. All the Questionnaire / Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid shall be rejected.

### **1.21. Deviations from Terms & Conditions**

1.21.1. Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

### **1.22. Submission of Hard copy of the Bids**

1.22.1. The Hard copy of the tender shall be submitted in two(2) parts:-

1.22.1.1. Part-I shall contain "EARNEST MONEY DEPOSIT.

1.22.1.2. Part-II shall contain "COMMERCIAL BID AND THE TECHNICAL BID". The details about these two bids are discussed in General Conditions of Contract, Special Conditions of Contract and Important Instructions to bidders respectively. Relevant information that the bidders are liable to submit, comprises of duly filled-in questionnaire, all the schedules and documents to buttress their

experience and eligibility claim plus testimonial and other information that is sought in the tender.

1.22.1.3. PRICE BID WILL HAVE TO BE SUBMITTED ONLINE ONLY.

1.22.1.4. Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

1.22.1.5. Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.

1.22.1.6. All the TWO parts shall be submitted in these shall be properly super scribed as Part-I "Earnest Money Deposit", and Part-II "Commercial Bid and Technical Bid". Each envelope shall also be super scribed with name of work and T.S. No. for which the tender is submitted, the name of the said bidder and the date of opening, as advertised. The tender hard copy i.e. the two parts shall be submitted in one copy only. The tender document may be downloaded from Company's web site and information in soft copy shall be filled in the document itself without changing the Text.

1.22.1.7. The above two envelopes duly sealed are to be kept again in one Large envelope called main envelope and sealed. This envelope should be properly super scribed stating that this envelope contains two separate envelopes for Part-I "EARNEST MONEY DEPOSIT", Part-II "COMMERCIAL AND TECHNICAL BID", In addition , tender specification No., Name of Item & bidder, Details of Earnest Money Deposit and Due date of opening should be super scribed on this common envelope also. Beside this, it shall be certified on the main envelope itself that Company's PAYMENT TERMS, PENALTY, SECURITY DEPOSIT and PERFORMANCE GUARANTEE & PRICE VARIATION (WHEREVER APPLICABLE) CLAUSES, as mentioned in tender specification, are acceptable to the bidder. This certification shall be in the following manner:

**TENDER SPECIFICATION NO \_\_\_\_\_ DUE FOR OPENING ON \_\_\_\_\_**

**FOR PROCUREMENT OF \_\_\_\_\_**

THIS ENVELOPE CONTAINS 2 SEPARATE ENVELOPES FOR:-

ENVELOPE-1

- (i) PART-I : "EARNEST MONEY DEPOSIT"
- (ii) PART-II : "COMMERCIAL AND TECHNICAL BID"  
["PRICE BID" would be submitted online only.]

To,

The Chief General Manager (PUR)  
O/o C.M.D. (CZ)  
Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd.,  
Nistha Parisar, Bijli Nagar Colony, Govindpura  
Bhopal-462023.  
Contact No. : 0755-2602033

**IT IS CERTIFIED THAT WE AGREE TO THE FOLLOWING CLAUSES OF TENDER SPECIFICATION:-**

- (i) PAYMENT TERMS : AGREED
- (ii) SECURITY DEPOSIT : AGREED
- (iii) PENALTY : AGREED
- (iv) PERFORMANCE GUARANTEE : AGREED

**SIGNATURE OF TENDERER**

**STATUS & COMPANY'S SEAL**

- (i) In absence of above certification on the main envelope itself, the same shall not be opened and the offer may stand rejected.

- (ii) Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bid, the offer shall be liable for rejection.

### **1.23. Date and Time of Opening of Bids - Changes**

- 1.23.1. Tender shall be opened online on the due date and time as notified. The Hard copy of the Bids too would be simultaneously opened in the presence of the bidders or their authorized representatives who choose to be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it shall automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.
- 1.23.2. It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

### **1.24. Opening of EMD & Commercial And Technical Bid**

- 1.24.1. The first envelope of EMD shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened on the same date in respect of eligible bidders.

### **1.25. Opening of Price Bid**

- 1.25.1. After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the bidder in regard to Commercial and technical Bid, as per prescribed schedules, given along with the tender documents, shall be notified and clarifications, if required by Company, shall be submitted by the bidders, either at the time of scrutiny of tender or within the time prescribed. Any deviations from payment terms, penalty, security deposit and performance guarantee clauses of tender specification shall not be acceptable, in any case and the offer shall be liable for rejection out-rightly..
- 1.25.2. The bidder shall not be allowed to change their original price bids. In case deviations and clarification on Commercial and Technical matters are not submitted by the bidder within the time prescribed by the Company then the

Company reserves the right to refuse to open the price bids. Thus, the bidder should ensure that their tender is strictly in conformity with the specifications.

- 1.25.3. The date of opening of PRICE BIDS" shall be notified to the bidders, whose bids are found to be Commercially & Technically(online) if altered acceptable.
- 1.25.4. The decision of the Company in this respect shall be final and acceptable to the bidder.

#### **1.26. Evaluation and Comparison of Bids**

- 1.26.1. Generally the bids received and opened shall be evaluated by the Company to ascertain the best and lowest evaluated bid in the interest of the Company, for the complete works covered under these specifications and documents.
- 1.26.2. The bidder should ensure that the prices furnished in Price Schedule for the same item are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules, the Company shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the contract use the lowest of the prices in the Price schedule.
- 1.26.3. The price bids for the technically qualified bidders shall then be opened online and reviewed to determine whether the commercial bids are substantially responsive. The criteria for order placement for successful technically qualified bidders would be L1. Selection of the bidder who quotes the lowest rate as per formula namely, L1 bidder shall be based on net bid cost.
- 1.26.4. The bidder has to quote their best prices in the price bid for the outsourcing of manpower services as per the scope of work.

#### **1.27. Canvassing of Bids**

- 1.27.1. Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Company's personnel or Representative, on matters relating to tender under process.

#### **1.28. Validity of Bids**

- 1.28.1. The offers shall be **valid for 180 days**. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for a validity of 180 days shall do so at their own risk and their offers are liable to be rejected.

**1.29. Authorisation/Local Representative**

1.29.1. Only authorized representative, possessing necessary authority letter from the bidder who have participated in the tender shall be allowed to attend the tender opening.

**1.30. Acceptance of Tender**

1.30.1. The Company may reject any or all tenders or to accept any tender considering advantageous to Company whether it is the lowest offer or not.

1.30.2. The Company may place rate contract award/order against the tender on more than one bidder for the same scope of work. The Company shall assign no reasons for this and the same shall be binding on the bidders.

**1.31. Pool Rates**

1.31.1. The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Company. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidders.

**1.32. Debarring**

Bidders may please note that in the event of violation of any of the terms and conditions of this tender or the terms and conditions of the subsequent supply order/work contract so issued, either partly or completely, (then) in such event the MPMKVVCL reserves every right to take penal actions which may inter alia include termination of the contract and/ or blacklisting and debarring the tenderer from participating in future tender/tenderers for stated number/numbers of year along with the other penalties as stated in the tender document. Before debarring/blacklisting or contract termination, the concerned firm would be the first served a notice to the effect, so that it gets an opportunity to represent it's point of view.

**1.33. Declaration**

A declaration form as in Schedule-II to the effect that no serving or retired officers or employee(s) of the Company is/are partner of the firm or having shares or has any interest in the firm. It may also be confirmed that no any partner of the firm has any relationship with any serving/retired officers of the Company is to be summoned along with the tender offer.

**(SANJEEV P. PURANIK)**  
**CHIEF GENERAL MANAGER (PUR)**

## 9. Special Conditions of Contract

### 1.1 General

- 1.1.1. The Special Conditions of the contract supplements to the Important instructions to the Bidders and general terms and conditions of contract shall be considered as part of the contract documents.
- 1.1.2. The works shall be executed according to the terms and conditions stipulated in the contract to the best prevailing practices. The details of work locations are given in Scope of Work.

### 1.2 Conflict of Interest

- 1.1.3. Neither the selected bidder nor any of the bidder's personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the project. A declaration must be provided to this effect as per the format prescribed in Annexure II.

### 1.3 Pre-bid

- 1.1.1. Pre-bid conference shall be held at 2 PM on 20.12.11 in the meeting hall of CMD (CZ) office for the bidders who have purchased the tender document. During the pre-bid conference requirement of Company shall be explained to the Bidders and clarification required by Bidders in respect of the work shall be given by Company. Bidders may also make their presentation if permitted by Company. After pre-bid conference, offers shall be opened on online as already intimated in NIT. The **Hard Bound** Hard Copy of Bid could be submitted by 03.01.12 up to 1200 hrs. Please note, offers received late, due to any reasons what so ever shall not be considered.
- 1.1.2. The bidder shall submit any query regarding the tender document on or before the date of pre-bid through written statements. The formats for sending pre-bid queries are attached in **Annexure-VII**. No further queries shall be allowed after pre-bid conference.
- 1.1.3. The Company shall respond to the queries within three or four working days after the pre bid meeting. If any corrigendum or addendum is required to be issued, the same shall be uploaded on the website of the Company and these shall form part of the bidding document. It is in the interest of Bidders that they submit their Bids atleast four-five days after the Pre Bid conference since in the onling tendering, the Price Bid once filled up and submitted can not be

altered or modified. Hence if any change is done in the Tender through amendment or addendum or corrigendum, the Bidder should have flexibility available with hand to submit proper (rethought) rates in price bid.

- 1.1.4. In case of any of the above dates are declared as holiday/local holidays then the particular dates shall automatically get shifted to the next working day. No relaxation on tender fee shall be allowed and tender fee shall not be refunded.

#### **1.4 Site visit**

- 1.1.1. The Bidders are advised to get themselves acquainted with the area and other aspects before preparing and submission of documents and entering into the contract. The Bidder or its authorized representatives shall be granted permission by the MPMKVVCL representative of the concerned area, to enter upon its premises for such purpose of visit. Bidder could also get acquainted with the billing pattern in different areas. The submission of bid by the Bidder implies he has read and accepted the instructions, conditions of Contract as well as the Local conditions of the area. The Company shall not after acceptance of the contract, pay extra charges for any reasons for so ever in case the Bidder is found later to have misjudged the actual conditions of the jurisdiction Scope of work.

#### **1.5 Prices**

- 1.1.1. The Bidders are advised to quote the unit price in Schedule-I on 'FIRM' price basis inclusive of all taxes, duties and other overhead charges. No price variation shall be paid extra in any case. Also no statutory variation in taxes & duties shall be paid extra. The rates shall not be subject to any price adjustment on account of any price escalation or updation to new module of NSC requiring integration afresh, throughout execution of the contract.

#### **1.6 Submission of bills**

- 1.1.1. The bidder shall submit the monthly bill in triplicate to the respective OIC for payment. The concerned OIC after passing the bill shall forward same to the Dy. Director (Bills) O/o CMD MPMKVVCL, Bhopal.

#### **1.7 Payment terms**

- 1.1.1. Payment shall be made on monthly basis within 45 days of submission of bill in triplicate to the OIC as per award in normal course.

- 1.1.2. Contract period shall be counted from the date of successful supply of manpower, and this shall be confirmed by the OIC;
- 1.1.3. The vendor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue (delayed) payment shall be made under any circumstances.

## **1.8 Performance guarantee**

- 1.1.1. All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of Service provider, MPMKVVCL shall be entitled to terminate the contract at risk and cost of Service provider. Further necessary legal course of action, as deemed fit; shall be taken for recovery of MPMKVVCL dues. The Contract agreement would have to be executed on non-judicial stamp paper worth Rs. 250/- with the GM (City Circle) MPMKVVCL, Bhopal.

## **1.9 Penalties**

- 1.1.1. In case of established mal practice carried out by the Service provider- cases like new service connection released illegally or New service connection served at wrong place. The Service provider shall have to pay 1.5 times against loss to MPMKVVCL, Bhopal as assessable by the respective DGM of the division and Rs 1000.00 per KW per connection.
- 1.1.2. In case it is established that any connection has delayed due to deficiency in services of the service provider, and any penalty is applicable for such delay under M.P. Lok Sewa Guarantee Adhinyam 2010 or the Supply Code 2004, an amount of 1.5 times of the penalty imposed as per M.P. Lok Sewa Guarantee Adhinyam 2010 or Supply Code shall be recovered from the service provider.
- 1.1.3. In case the submission of file is delayed beyond specified time after survey Rs 250/- per day per connection shall be penalised.**
- 1.1.4. In case the installation of meter and meter box to release new service connection is delayed beyond specified time and if such delay is not on the part of the consumer or MPMKVVCL then an amount of Rs 250/- per day per connection would be panelised on the Service provider.
- 1.1.5. In case it is found that after installation of meter, the work carried out is not as per standards and / or the workmanship is not good. In such case, the penalty of Rs 500/- shall also incorporate recovery of losses, if any, occurred to the Company due to the lapses in carrying out the work by the Service

provider Rs 500/- per connection per month plus loss (revenue and equipment).

- 1.1.6. In case any discrepancy is being observed in the information reported about a new connection, the Service provider shall have to pay an amount double the amount for which connection is served.
- 1.1.7. The Service Provider shall be liable for levy of performance penalty/rejection for any discrepancy/error in the services rendered by the Service Provider that shall be checked/ audited on random basis by the Company's. In case of such occurrence following deductions shall be levied:

Description	Penalties
Submission of Complete files with site survey report and required documents within 3 working days from the receipt of application.	No Penalties
Submission of Complete files with site survey report and documents in more than 3 working days but within 5 working Days from the receipt of application.	50% of the cost of per unit services
Submission of Complete files with site survey report and documents in more than 5 working days but within 7 working days from the receipt of application.	75 % of the cost of per unit services
Wrong closure of request without applicant's consent/ without actually visiting site (established by concerned officer)	Twice the cost of per unit service

#### 1.10 Security Deposit

- 1.1.1. The successful bidder shall be required to submit initial Security Deposit. The Security Deposit shall be 10% of the contract value. This is to be deducted @10% on pro rata basis from each bill, excluding initial security deposit of 2.5% of the contract value; till the total deduction becomes 10% of the contract value to the concerned GM in the form of Bank Guarantee of Nationalized Bank shall be placed within 15 days of issue of LoA.
- 1.1.2. The successful bidder shall have to deposit Performance Bank Guarantee (PBG) / Demand Draft (DD) @ 10% of the total bill value (without the Service Tax component) as security deposit in favour of Sr. Account Officer MPMKV Co. Ltd. Bhopal.

- 1.1.3. The security Deposit shall have to be deposited within 20 days of Issue of Award.
- 1.1.4. The MPMKVVCL shall forfeit the security deposit in the event of non-execution or part execution of the orders invoking the penalty clause.
- 1.1.5. The security deposit shall be returned to the successful bidder only after due and faithful performance of order as per terms and conditions of the order and on expiry of guarantee period provided there are no claims outstanding to be recovered from the service provider.

### **1.11 Damage to property**

- 1.1.1. Service provider shall also be responsible for making good to the satisfaction of MPMKVVCL any loss or damage to all structures and properties belonging to MPMKVVCL or being executed or procured or being procured by MPMKVVCL or by other agency within the premises of all the work of MPMKVVCL, if such loss or damages is due to fault and or negligence or wilful acts or omission of the Service provider, his employees, agents, representatives or sub-contractors/ franchisees.
- 1.1.2. The Service provider shall indemnify and keep MPMKVVCL harmless of all claims and damages to property other than MPMKVVCL's property arising under or by reason of this Contract if such claims result from the fault and/or negligence or wilful acts or omission of the Service provider, agents, representative or subcontractor/ franchisee.
- 1.1.3. The same would be returned only after the termination of contract and verification of material after the Service provider stops work in the premise. In case of augmentation of the equipment by MPMKVVCL, the revised bank guarantee would need to be submitted. The same will be claimed by MPMKVVCL if Service provider or its employees cause any damage to the equipment.

**1.12 Contract Performance Bank Guarantee**

- 1.1.1. The Contract Performance Bank Guarantee for an amount of 10% of the contract value is required to be deposited by successful bidder at the time of execution of agreement within 15 days of issue of LoA.
- 1.1.2. The Bank Guarantee should be issued by any Branch of the Nationalized/ Scheduled Bank and valid for a period of 36 months from the effective date, with claimable period of Six (6) months it shall be renewed within 15 days before its expiry and the same shall be furnished to the Company failing which the Company shall have the right to invoke the Bank Guarantee.
- 1.1.3. No interest shall be payable by the Company on the Bank Guarantee.
- 1.1.4. The Bank Guarantee component of the Performance Security shall be kept valid for a period of 180 days beyond the date of completion of all contract and obligations under this contract.
- 1.1.5. In case of any breach of the terms and conditions of the Contract agreement by the Bidder, the Company shall be entitled at any time to forfeit or draw from the amount of the Performance Bank Guarantee and Security deposit in full or part thereof, at the sole discretion of the Company.

**1.13 Contract Period**

- 1.1.1. The contract shall remain in force for a period of two (2) years from the date of issue of work order. This period can be extended by the Company further for one (1) year on the same Rate terms & Conditions of original contract award.
- 1.1.2. However, in case the performance during the currency of the Contract at any time is found to be unsatisfactory, the Company shall have the right to withdraw the award for the remaining period of the rate contract.

**1.14 Agreement**

- 1.1.1. In the event of acceptance of particular bid for award of Contract, the successful bidder has to execute contract Agreement on non judicial stamp paper with GM (City circle), MPMKVCL Bhopal.

**1.15 Award Of Contract**

- 1.1.1. The Company does not bind itself to accept the lowest or any bid, neither shall any reason be assigned for the rejection or part of bid. It is also not binding on the Company to disclose any analysis report of bids.
- 1.1.2. The Company shall award the contract to the successful bidder whose bid has been determined to be substantially responsive to the bidding documents. The Company shall be sole judge in this regard.
- 1.1.3. The selected bidder shall be issued a letter of Award by the CHIEF GENERAL MANAGER (PUR) O/o CMD, MPMKVVCL, Nishtha Parisar, Bijli Nagar Coloney, Govindpura, Bhopal.
- 1.1.4. Within 15 days after issue of letter of Award, selected bidders shall furnish the Security Deposit and Performance Bank Guarantee and execute the agreement with the General Manager (BR), MPMKVVCL, Bhopal. The cost of the stamp paper and stationery shall be borne by the selected bidder.
- 1.1.5. Failure by the selected bidder to execute the agreement and submission of Security Deposit and Performance Bank Guarantee within the period stipulated above shall entail forfeiture of the earnest money deposited and cancellation of contract agreement ( if already signed) without prejudice to right of Employer to recover further damages, if any, from the bidder.

**1.16 Date of Commencement of Work**

- 1.1.1. The Superintending Engineer/ General Manager, City Circle Bhopal, MPMKVVCL, shall hand over the work to the selected bidder for specified area after contract has been signed and submission of Security Deposit and Performance Bank Guarantee.
- 1.1.2. The date of handing over of area shall be mutually decided by the selected bidder and the Superintending Engineer/General Manager, which shall generally not be more than 15 days from the date of signing of agreement.
- 1.1.3. The Superintending Engineer/General Manager, MPMKVVCL shall issue work order and handover the specified area to the selected bidder, so that proposed work could be executed against the LoA.

- 1.1.4. The Superintending Engineer/ General Manager, MPMKVCL shall be overall In-Charge for the works under his jurisdiction and representative of MPMKVCL for that area.

### **1.17 Patent Rights And Royalties**

- 1.1.1. The Bidder shall satisfy all demands that may be made at any time of such Royalties of fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.

- 1.1.2. The Bidder shall not have any right what so ever on intellectual proper design

### **1.18 Details: Confidential**

- 1.1.1. The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising except with written consent of the officer in-charge of Company and subject to terms and conditions as he may prescribe.

### **1.19 Sub Contract**

- 1.1.1. No sub contracting shall be permitted.

### **1.20 Fulfilment of Statutory Regulations and Applicable Acts**

- 1.1.1. The bidder shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workman Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc., RBI compliance and any other relevant regulations, as the case may be.
- 1.1.2. The bidder shall indemnify MPMKVCL against any liability or damages by way of compensation arising from any accident to person or property of persons employed by you.
- 1.1.3. The bidder shall indemnify MPMKVCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to you or MPMKVCL.

- 1.1.4. The bidder shall fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, and Retrenchment Compensation. Leave Encashment, etc. employed by you as per statutory provisions.
- 1.1.5. Necessary payment and liabilities of their employees shall be Service provider's responsibility, irrespective of payment received from MPMKVVCL or otherwise.

## **1.21 Insurance**

- 1.1.1. The Service provider shall provide necessary insurance coverage under any subsidiary of authorised and nationally recognised insurance company to his workmen engaged in the execution of the contract so as to compensate the workman in case of any accidental injury or death during the course of performing his duty. The insurance cost of employees working for the Service provider, at the sites shall be borne by the Service provider. The Service provider shall provide the following insurance (but not limited to these), cover for his workmen, materials and equipment and produce for inspection to MPMKVVCL, Bhopal insurance certificate / policies.

- Group Insurance Scheme of or any other nationally recognised insurance company.
- Personnel Accident Policy under General Insurance Scheme of any Nationally recognised Insurance Company.
- Third party risk liabilities theft etc.

## **1.22 Notices**

- 1.1.1. Any notices, payment or other communication to be given to the Bidder under the terms and conditions of the Contract shall be served by sending the same by registered post or delivered by hand at Bidders principal place of business.
- 1.1.2. Any notices, communications given to the Company under the terms and conditions of the contract shall be served by sending the same by Registered post or delivered by hand at Company's address.
- 1.1.3. All notices, communications to be given by one party to the other party under this contract shall be in writing and in English/Hindi Language.

## **1.23 Governing Law And Jurisdiction**

- 1.1.1. The Agreement shall be construed and interpreted in accordance with and Government by the Law of India and the Courts at Bhopal, Madhya Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.
- 1.1.2. The Contract shall be considered and having come into force from the date of signing of agreement by both parties.
- 1.1.3. The bidder shall be bound by the provisions of all the legislation whether Central or State as in force and operative in M.P.

**1.24** Any Dispute not differences arising under, out of, or in connection with this tender/contract order shall be subject to exclusive jurisdiction of competing court at Bhopal on lieve.**Termination of Contract**

- 1.1.1. In case Service provider fail to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the Company shall exercise its discretionary power to avail from elsewhere, after giving due notice to Service provider, at Service provider's risk, such services and to cancel the contract reserving Company right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the Co. under the General Law of India relating to contract.

**Notes:-**

- 1.1.2. In the event of risk purchase of services of similar description, the option of the Company shall be final. In the event of such action taken, Service provider shall be liable for any loss which the Company may sustain on that account, and Service provider shall not be entitled to any saving on such purchases made against default.
- 1.1.3. The Company reserves its right not to deal with Service provider, if Service provider's contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.

**1.25 Force Majeure**

Force majeure condition is herein defined as:-

- 1.1.1. Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- 1.1.2. Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes.
- 1.1.3. Strikes slow down, lockouts continuing for more than three (3) weeks.
- 1.1.4. Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

- 1.1.5. All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

**NOTE:**

The cause of force majeure condition shall be taken into consideration only if the vendor within 15 days from the occurrence of such delay notifies. The Company shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the vendor shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Company shall be binding on the vendor. In such cases where the force majeure conditions considered the penalty shall not be imposed for the duration of the period considered.

**1.26 Settlement Of Disputes – Arbitration**

Any dispute or differences or controversy of whatever other nature howsoever arising under out of, or in relation with this contract in first instant it shall be settled, amicably between parties.

- 1.1.1. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause stipulated below:-
- 1.1.2. In the event of any Dispute between the Parties, such Dispute shall be first referred to the CGM (BR)/ GM (City Circle Bhopal) of MPMKVCL and the Senior Officer authorized by the Bidder, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- 1.1.3. If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause (1.1.4) shall apply.
- 1.1.4. In the event of the dispute still existing unresolved between the parties, such Dispute shall be referred to the C.G.M./C.E/E.D of Corporate office and the authorized persons of the Bidder, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- 1.1.5. If the Dispute is still not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in

writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause (1.1.6) shall apply.

- 1.1.6. In the event of any dispute or difference arising between the Bidder and MPMKVVCL as regards the interpretations of this agreement or any matter arising out of or in connection with this agreement or non performance of any obligation hereunder, which could not be resolved by clause (1.1.4) shall be exclusively submitted to arbitration at the request of either party upon written notice to that effect to the other party. The proceedings shall be conducted subject to provisions of the "Arbitration and Cancellation Act 1996" and shall be referred to the arbitration of two arbitrators one to be appointed by each party hereto, and an umpire to be appointed by the arbitrators in accordance with Arbitration Act before entering upon the reference.
- 1.1.7. The arbitration award shall be speaking and in writing. The language shall be English.
- 1.1.8. The arbitrators shall also decide on the cause arbitration proceedings. The parties agree that the award of arbitration shall be final and binding upon the parties.
- 1.1.9. The arbitral proceedings should be completed and award be finalized within one year from the date of appointment of Arbitrators.
- 1.1.10. Both the parties shall continue to perform the respective obligations during the conduct of dispute settlement procedure.
- 1.1.11. The venue of the arbitration shall be the Corporate office of MPMKVVCL situated at Nishta Parisar, Govindpura, Bhopal- 462 023.
- 1.1.12. The arbitration shall be conducted as per provision of Arbitration & Conciliation Act 1996 or The Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 as per the notification thereof.

**(SANJEEV P. PURANIK)**  
**CHIEF GENERAL MANAGER (PUR)**

## **10. Important Instructions to the Bidders**

Sealed tenders are invited by the Chief General Manager (Pur) O/o CMD (CZ) MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal for Outsourcing of manpower for providing new service connection to LT consumers of city circle Bhopal for 2 years as per criteria attached with this tender document.

The bidders are requested to kindly go through the tender document containing instructions and various terms and conditions in Annexure except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent shall be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.

### **1.27 Validity of Bids**

- 1.1.1. Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

### **1.28 Eligibility Criteria**

- 1.1.2. Eligible bidders, who are fulfilling criteria mentioned at section 7, in their own interest, are advised to go through the section of important instructions very carefully before submitting the bids.

### **1.29 Contractors To Inform Himself Fully**

- 1.1.3. The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction.
- 1.1.4. The tender should be submitted in three parts as explained in 8 of General Terms and Conditions 1.23 Submission of bids.

- 1.1.5. After opening of first two parts i.e. Part-I & Part-II on due date and time, the Price Bid shall be opened after ascertaining that bid is technically and commercially acceptable on the date to be notified separately.

Price bid of those firms shall not be opened who do not fulfil any of the following criteria:

- 1.1.6. Non-compliance of the requirements indicated above in section 8 General Conditions of Conditions clause no.1.23 Submission of bids.
- 1.1.7. Any deviation in our major commercial condition i.e. Payment Terms, Penalty, Security Deposit and Performance Guarantee clause.
- 1.1.8. Non-fulfilment of the eligibility criteria as mentioned above under the section of 8 General Conditions of Conditions clause no. 1.23 Submission of bids.

### **1.30 Earnest Money**

- 1.1.1. The bidders shall deposit the Earnest Money as per details in General Conditions of Contract.

### **1.31 Forfeiture of Earnest Money Deposit**

- 1.1.1. It should be clearly understood that in the event the bidders fail to accept and execute the telegraphic and detailed orders, if it is placed within the validity period of the offer, then the full amount of earnest money shall be forfeited. Company's decision in this respect shall be final and binding on the bidder.

### **1.32 Bidders Are Also Advised To Furnish Following Documents**

- 1.1.1. Latest partnership/Ownership deed of the firm quoting the tender.
- 1.1.2. Power of Authority to sign the tender documents and all correspondence before and after placement of rate contract/order.

### **1.33 Pool Rates**

- 1.1.1. "The bidders, specifically the SSI units of the States, are advised to quote their own individual rates. It may please be noted that if the same rate is quoted by more than one bidder, suggestive of a cartel, then such offers may not be considered. It may also please be noted that the competitive rate quoted by

each bidder may be one of the main criteria for quantity to be ordered on each successful bidder.”

- 1.1.2. The pre bid conference on the instant proposed work is scheduled to be held on 20.12.11 at 2 P.M. in the meeting hall of the CMD (CZ) office ,Nishtha Parisar, Govindpura, MPMKVVCL, Bhopal. Interested vendors who have purchased the tender document are requested to attend the meeting and suggest their valuable comments so that the instant proposal could be made further better.
- 1.1.3. Company reserves the right to accept/reject wholly or partly tender without assigning any reason what-so-ever. No correspondence in this regard shall be entertained by the Company.

**(SANJEEV P. PURANIK)**  
**CHIEF GENERAL MANAGER (PUR)**  
**MPMKVV CO. LTD. BHOPAL**

**SCHEDULE-I****(PRICE BID)**(To be submitted **Online** only)

<b>SL</b>	<b>Service</b>	<b>Unit Rate (per conn.)</b>
<b>[A]</b>	For providing New Service connection including all the related works as mentioned under scope of work such as counseling & assistance services to prospective consumers / site survey / meter installation etc.  (a) For Single phase connection  (b) For Three phase connection	

**Quoted price= (70%)\*(Unit rate as quoted under [A](a)) + (30%)\*(Unit rate as quoted under [A](b))**

'QUOTED PRICE' AS PER ABOVE'S FORMULA WILL BE CONSIDERED FOR EVALUATION PURPOSE.

**NOTE:-**

- The bidder should quote **FIRM** prices inclusive of all charges, taxes, duties, Levies/Octori, Labour & Service tax on labour etc. Insurance of Works ec. Payment of any types of taxes/duties whatsoever shall not be made extra in any case by MPMKVVCL.
- Payment of any type of Govt. Statutory levies/taxes shall be the responsibility of the bidders.
- The offers, with the rates given in any form/Performa, other than that mentioned above, shall not be considered, in any case.
- Please submit Price Bid atleast four-five days after the Pre Bid Conference so that any addendums / changes in tender Post the pre bid could be incorporated by Bidder in Rates that he quotes and submits through this price bid.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

**SCHEDULE-II****DECLARATION BY THE BIDDER**

(To be submitted on non judicial stamp paper of Rs.100.00)

**(In case partner or any relationship of the partners of the firm exist with any MPSEB/MP DISCOM Officer or employees retired or serving)**

I.....sole proprietor/partner of M/s.....hereby declare that the following serving or retired officers or employees of the MPSEB (including companies formed) are partners or have shares or have interest in the firm.

1.	Name(s)	(i)	(ii)	(iii)
2.	Status in MPSEB/MP Discom			
3.	Address/Telephone No.(s)			
4.	Status in the firm			

**And/OR**

The relationship of the sole proprietor/partner(s) of the firm exists with the following serving or retired officer or employees of MPSEB (including companies formed). The relationship to the extent of Wife, Father, Mother, Son, Daughter, Son-in-law or Daughter-in-law, Nephew & Niece etc., is to be considered.

1.	Name(s)	(i)	(ii)	(iii)
2.	Status in MPSEB/MP Discom			
3.	Address/Telephone No.(s)			
4.	Relationship with the partner(s)/ proprietor.			

**SIGNATURE OF THE BIDDER**

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY

**SCHEDULE-III**  
**SCHEDULE OF QUESTIONNAIRE**  
**PART "A": GENERAL INFORMATION [TO BE KEPT IN THE ENVELOPE PART-II**  
**(COMMERCIAL/TECHICAL BID)]**

(i) Strike off, whichever is not applicable.

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>(A)</b>	<b>General information -</b>	
1	Name of the Company	
2	Address	
3	Postal Code	
4	Phone Number	
5	Email Address & Fax	
6	Contact Person Name & Designation	
7	Year Of Establishment	
8	Registration Number	
9	Type of Supplier(Manufacture /Tired)	
10	Small/Medium/Large (As per Act)	
11	Number of offices to whom electricity connection served through electricity services	
12	Number of Residences (GM/Dir) to whom electricity connection served through electricity services	
13	Factory Location	
14	Installed company of Product manufactures	
<b>(B)</b>	<b>Bank Related information -</b>	
15	Bank Name	
16	Branch Name with location pin code & MICR no.	
17	Account No.	

18	Account Name (current/Overdraft)	
19	Cancelled Cheque enclosed (yes/no)	
<b>(C)</b>	<b>Tax Related information -</b>	
20	CST Registration Number	
21	Excise Registration Number	
22	LST Registration Number	
23	VAT Registration Number	
24	Service Tax Registration Number	
25	PAN Number	
26	TAN Number	
27	Income Tax Ward Number	
30	Credit Facility is as per bank sanction letter	

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

**SCHEDULE – III****(a) PART “B”: COMMERCIAL INFORMATION**  
(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

- (i) Strike off, whichever is not applicable.  
(ii) Separate sheets should be used, wherever necessary.

1.	i	Earnest Money details	Bank draft/ Bankers cheque in favour of Sr. AO (HOAU), MPMKVCL, Bhopal / Cash with the office of Sr. AO, MPMKVCL, Bhopal
	ii	(a) Amount of EMD (b) Particulars/details	Rs.
2.		Whether the offer is valid for 180 days from the date of opening of commercial / technical bid	Yes/ No (If no, state validity period).
3.		Mode of dispatch	By Rail/By Road
4.		<b>PAYMENT TERMS</b>	
		Whether Company's terms of payment is acceptable to the bidder (Section-9 (clause 1.7) of Special Conditions of Contract)	Yes/ No
5		<b>PENALTY CLAUSE</b>	
		Whether agreeable to Company's penalty clause (Section-9 (clause 1.9) of Special Conditions of Contract)	Yes/ No
6		<b>SECURITY DEPOSIT</b>	
	a	Whether agreeable to Company's Security deposit clause (Section-9 (clause 1.11) of Special Conditions of Contract)	Yes/No
	b	If not, indicate deviation, specifically	
7	a	Indicate rate of service tax on labour component.	
	b	Any other tax/duty if applicable	
8		State whether the quoted prices are <b>FIRM/VARIABLE</b>	FIRM / VARIABLE
9		<b>PERIOD OF CONTRACT</b>	
		Confirm acceptance of Section 9 (clause 1.14) Special Terms & Conditions of Contract	Yes/ No
10		Whether rates offered are applicable for part quantities also	Yes/ No
11		Whether photocopy of the following have been enclosed.	
	i	Clearance from Sales Tax Dept.	Yes/ No

	ii	Income Tax Return for last 2 years.	Yes/ No
	iii	Profit and loss accounts and Turn over for last 3 years duly certified by the Chartered Accountant up to the last financial year.	Yes/ No
	iv	Partnership deed	Yes/ No
	v	List of Manpower Details.	Yes/ No
12		Please indicate names of Directors, their names, addresses, telephone nos.& mobile nos.	

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

**SCHEDULE-IV****PART "A"****ELIGIBILITY REQUIREMENT**

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

Bidder's Name &amp; Address:

To,

The CHIEF GENERAL MANAGER (Pur),  
O/o CMD(CZ),  
MP Madhya Kshetra Vidyut Vitaran Co. Ltd.,  
Nishtha Parisar, Bijlinagar, Govindpura,  
BHOPAL-462023 (M.P.)

Dear Sir,

Sub: - **Eligibility requirement**

We furnish herewith the record of our performance and experience of quoted items as follows:-

<b>I.</b>	<b>PAST EXPERIENCE</b>				
Sl. No.	Name and Address of order placing authority	Order Number and Date	Details of work for which orders placed	Details of works executed	Value of Order (Rs.)
1.					
2.					

<b>II. Whether bidder is a single firm or a joint venture / consortium</b>			
<b>S.No.</b>	<b>Description</b>	<b>Response</b>	<b>Remarks (if any)</b>
1.	Whether bidder is single firm or a joint venture/consortium of two firms.		
2.	If joint venture/consortium then clearly mention the name of lead partner.		
3.	Minimum Annual Turnover for last three years. (Mention total turnover of lead partner separately in case of Joint Venture/Consortium)  (a) 2008-09 (Total turnover)  (b) 2009-10 (Total turnover)  (c) 2010-11 (Total turnover)		
	(a) 2008-09 (Total turnover of lead partner in case of Joint venture/consortium) (b) 2009-10 (Total turnover of lead partner in case of Joint venture/consortium) (c) 2010-11 (Total turnover of lead partner in case of Joint venture/consortium)		

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Notorized photocopy of the orders & performance reports received from order placing authorities should be enclosed.

**SCHEDULE-IV**  
**PART "B"**  
**SCHEDULE OF COMMERCIAL DEVIATIONS**

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

Bidder's Name & Address:

To,

The CHIEF GENERAL MANAGER (PUR),  
O/o CMD (CZ),  
MP Madhya Kshetra Vidyut Vitaran Co. Ltd.,  
Nishtha Parisar, Bijlinagar, Govindpura,  
BHOPAL-462023 (M.P.)

Dear Sir,

Sub: - **Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

- b) Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

**SCHEDULE-IV**  
**PART "C"**  
**SCHEDULE OF TECHNICAL DEVIATIONS**

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

To,

The CHIEF GENERAL MANAGER (PUR),  
O/o CMD(CZ),  
MP Madhya Kshetra Vidyut Vitaran Co. Ltd.,  
Nishtha Parisar, Bijlinagar, Govindpura,  
BHOPAL-462023 (M.P.)

Dear Sir,

Sub: - **Technical Deviations.**

1. The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

- c) Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

**UNDERTAKING**

I, ..... .Sole proprietor/ partner of M/s. .... is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

### **ANNEXURE-I (LOCATIONS)**

Area of jurisdiction under City circle Bhopal, MPMKVVCL;

- City East Division Bhopal
- City West Division Bhopal
- City North Division Bhopal
- City South Division Bhopal

### **ANNEXURE-II (CONFLICT OF INTEREST)**

Set out below is the form of the declaration to be provided by the Bidder

I, *(name of the authorized representative)* of *(address)* hereby states that:

I am currently a *(designation)* of \_\_\_\_\_.

I understand that MPMKVVCL has provided an offer in relation to supply of manpower.

I confirm that neither the bidder nor any of the bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

Words and expressions which are defined in the tender document issued by MPMKVVCL have the same meaning when used in this Declaration.

I confirm that I have responded to this tender document strictly in line with it's requirement as per the formats provided in the same and I understand that deviation from any clause/instruction of the tender shall result in rejection of my proposal at any phase of the bid evaluation.

AND I MAKE this solemn declaration conscientiously believing the same to be true

MADE AND DECLARED at this \_\_\_\_\_ day of \_\_\_\_\_.

(Name and Designation)

(Company seal)

**ANNEXURE-III (FORMAT FOR BLACKLISTING)**

Set out below is the form of the declaration to be provided by the Bidder

I, *(name of the authorized representative)* of *(address)* hereby states that:

I am currently a *(designation)* of \_\_\_\_\_.

I confirm that we and each of our consortium members have not been Blacklisted by any department of MP State or MPSEB or its successor companies in the last three years for any duration.

I confirm that in case of false declaration, I shall be disqualified from the tender process.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

AND I MAKE this solemn declaration conscientiously believing the same to be true.

MADE AND DECLARED at this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

(Name and Designation)

(Company seal)

**ANNEXURE-IV (Pending Litigation)**

Each Bidder or member of a JV must fill in this form

<b>Pending Litigation</b>			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in Rs Equivalent</b>	<b>Value of Pending Claim in Rs as a Percentage of Net Worth</b>

**ANNEXURE-V (NETWORTH)****Information from Balance Sheet**

Each Bidder or member of a JV must fill in this form

<b>Equity share capital</b>					
<b>Reserves</b>					
<b>Revaluation Reserves</b>					
<b>Intangible Assets</b>					
<b>Miscellaneous expenditures to the extent not written off and carry forward losses</b>					
<b>Net Worth</b>					

**Information from Income Statement**

<b>Total Revenues</b>					
<b>Profits Before Taxes</b>					
<b>Profits After Taxes</b>					

**ANNEXURE-VI (Annual Turnover)**

Each Bidder or member of a JV must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount (Rs in Cr)</b>
2008-09	
2009-10	
2010-11	
<b>Annual Turnover</b>	

**ANNEXURE-VII****PRE-BID QUERY FORMAT**

<b>BIDDER NAME</b>			
<b>SERIAL NO.</b>	<b>CLAUSE NO</b>	<b>PAGE NO</b>	<b>QUERY</b>