

**MADHYA PRADESH STATE ELECTRONICS
DEVELOPMENT CORPORATION LTD.**

Tender No. 02 MPSEDC: CGM: P&A 2017-18 Dated 06.04.2017

**33KVA SUB STATION, ELECTRICAL, DG SET OPERATION &
MAINTENANCE WORK
AT
STATE IT CENTRE, MPSEDC, 47-A, ARERA HILLS, BHOPAL**

State IT Centre, 47-A, Arera Hills, Bhopal – 4620 11.
Tel: (0755) 2518604, 2579815, Fax: (0755) 2579824

INVITATION OF BIDS

Chief General Manager, MPSEDC Ltd., Bhopal invites online bids for 33KVA Sub Station, Electrical, DG Set Operation & Maintenance work at State IT Centre, MPSEDC, 47-A, Arera hills, Bhopal. Interested bidders may obtain further information from the office of MPSEDC Ltd, Bhopal.

Particulars	Details
Scope of Work	33KVA Sub Station, Electrical, DG Set Operation & Maintenance Work at State IT Centre, 47 'A' Arera Hills, Bhopal (M.P.)
Name of the Client	Madhya Pradesh State Electronics Development Corporation Ltd.
Address and the concerned person for Correspondence	Chief General Manager, M P S E D C Ltd., State IT Centre, 47 'A' Arera Hills, Bhopal (M.P.)
Cost of Tender Document	Rs. 1,000/- (Rupees One Thousand Only non-refundable) Payable online.
Processing Fee	Rs.250/- (non-refundable) + Service Tax Extra to be paid online through e-procurement portal.
Purchase start and end dates of Tender Documents	From 06.04.2017 to 26.04.2017 TILL 5:30 p.m.
Last date of Bid Submission	27.04.2017 till 03:00 p.m.
Date and Time of Opening the Technical Bid	27.04.2017 at 4.00 p.m. at MPSEDC Ltd., Bhopal
EMD/Bid Security Amount	Rs.50,000/- to be paid online through e-procurement portal only. EMD in the form of Pay order/Demand Draft /Bank Guarantee will not be accepted.
Method of submission of proposal- ONLINE Only	Only through e-procurement portal (www.mpeproc.gov.in)
Validity of Bids	Minimum 180 days from due date of submission of proposal as mentioned in this Tender Document or the subsequent Corrigendum/Corrigenda (if any)

NOTE:

- 1.Bids can be downloaded and purchased online from the website www.mpeproc.gov.in and can be viewed freely on website www.mpsedc.com.**
- 2.Any future Corrigenda/Information shall be posted only on our website [www.mpeproc.gov.in./](http://www.mpeproc.gov.in/)www.mpsedc.com**
- 3.Our HELPLINE No. 18002588684**

Letter of Submission of Tender

TO
The Chief General Manager
M.P. State Electronics Development Corp Ltd.
State IT Centre, 47-A, Arera Hills,
Bhopal (M.P) 462011.

I/We, the undersigned, have read and examined in details the specifications and all bidding documents and hereby declare that:

PRICE AND VALIDITY:

- ❖ All the rates quoted in our proposal are in accordance with the terms as specified in bid documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of the opening of the tender.
- ❖ We do hereby confirm that our bid prices include all taxes and duties, transportation and installation etc.
- ❖ We hereby declare that if any Tax is altered under the law, we shall pay the same.

DEVIATIONS:

We declare that all the services shall be performed strictly in accordance with the technical specifications and other tender conditions with no deviations.

QUALIFYING DATA:

We confirm that all information/data have been submitted as required by you in your tender document.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. I/We agree that in case any information is found to be incorrect, the tender is liable to be rejected at any point of tendering process.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours Faithfully

(Signature of Bidder)

Date:
Place:
Business Address

Name:
Designation:
Seal:

GENERAL INFORMATION AND EMD DETAILS

1	Name and Address of the Bidder:	
2	Contacts:	
3	Telephones:	
4	Fax:	
5	E-mail:	
6	Mobile No:	
7	Name of Chief Executive Officer and Telephone No.	
8	Sales Tax/Commercial Tax/ CST nos.	
9	Service Tax No.	
10	Income Tax PAN/GIR No.	
11	Bank Account Details: Branch Name, IFSC Code, Account Number, NEFT & RTGS.	

Note: Separate sheets may be attached wherever necessary.

Signature of the Bidder
With stamp and date

ELIGIBILITY CRITERIA

- 1.** The Bidder Should have been in the business of 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Work for at least **03 (three) years** and
- 2.** The average Annual Turn Over in Sub 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Work must be at least 25 lakhs during the last 03 (three) years i.e. (from 2013-14 to 2015-16).

OR

The bidder should be an 'A' Class Electrical Contractor having 03 (three) years of experience of Installation of 33KVA Sub Station, Internal & External Electrification, DG Set Installation having an average turnover of **Rs. 1 Crore (Rupees One Crore Only)** during the last three year (2013-14 to 2015-16).

- 3.** The bidder must be registered with Provident Fund, ESI, and Sales Tax/ Central Sales Tax and Service Tax Department and should have PAN/TAN from Income Tax Department. The bidder must enclose copies of the each registration certificates as a proof of their registration for this purpose.

The Bidder should submit the following documents along with the tender:

- (a) Profile giving complete details about the firm, including period for which it is in the business, duly signed by an authorized person(s).
- (b) Annual accounts of the firm for last three years duly certified.

The Bidder should have full knowledge of handling HT/LT line. He should have staff having professional qualification in Electrical Maintenance (minimum a diploma).

The track record of the contracting firm/contractor should be clean and should not have any involvement in illegal activities or financial misappropriation /frauds etc.

Instructions to Bidder

1. Bidders are advised to study all instructions, forms, terms requirements and other information in the Tender Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implication. The response to the Tender should be full and complete in all respects. Failure to furnish the information required by the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of its proposal. The Tender Document is not transferrable to any other Bidder.
2. Proposal after due date and time shall not be accepted.
3. The bidder is responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number or 18002588684. The Bidder shall submit the proposals online as described below-
 - a) Proposal that are incomplete or not in prescribed format may be rejected.
 - b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
 - c) Technical Proposal - Scanned copy in PDF file format, signed on each page. Financial Proposal – should be filled online in the prescribed format only.
 - d) Conditional proposals shall not be accepted. If any clarification is required, the same should be obtained before submission of the bids.
 - e) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
 - f) Bidders are advised to upload the proposals well before time to avoid last minute issues.
4. The Bidder shall furnish EMD of Rs.50,000/- (Rupees Fifty thousand only) online through e-procurement portal. Bidders are advised to deposit EMD atleast one day before the last date of submission since online transfer through RTGS may take longer time in actual money transfer. No exemption whatsoever will be granted for EMD. Proposals without EMD shall be rejected and shall not be considered for further Evaluation.
5. The EMD of the unsuccessful bidders will be refunded on issue of work order by MPSEDC and its acceptance by the successful bidder. The EMD of successful bidder will be refunded on submission of performance Bank Guarantee for the desired amount at clause no. 6 of the instructions to bidder.
6. No interest shall be payable on EMD under any circumstances
7. The successful Bidder shall furnish a Performance Bank Guarantee of 10% of the Total value of the Work Order which will be valid for period of 15 Months extendable upto the validity of the Contract Period within 15 days of issue of Letter of Intent (LoI).
8. Please submit your Financial Bid in the prescribed format only.

9. The EMD shall be forfeited by MPSEDC, on account of one or more of the following reasons:
 - If a bidder withdraws its bid during the period of Bid validity
 - If the bidder fails to sign the Agreement in accordance with Terms and Conditions (Only in case of successful bidder)
 - Fails to furnish Performance Bank Guarantee as specified in annexure
 - Information given in the proposal is found inaccurate/incomplete
10. The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of MPSEDC.
11. The authorized person of the contracting firm/contractor must put his signature on all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.
12. The bidder must be registered with Provident Fund, ESI, and Sales Tax/Central Sales Tax and Service Tax department and should have PAN/TAN from Income Tax Department.
13. The details of the establishment (names, addresses, telephone no. etc.) where Electrical and DG Set Operation and Maintenance Work services are currently being rendered/ have been rendered, with value and period of the contract for last 3 years.
14. Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
15. It may be noted that tenders not accompanied by any of above documents will be liable for rejection.
16. MPSEDC Ltd. reserves the right to reject any or all offers without assigning any reason thereof.
17. Any changes, addition or deletions in the tender will be available on the website www.mpeproc.gov.in No separate written communication will be circulated.
18. Financial offer shall be opened only of those who have submitted proper EMD and have qualified in the Technical Bid.
19. Signing of Contract - The successful bidder shall be required to enter into a contract with MPSEDC Ltd. within 15 days of the award of the tender or within such extended period as may be specified by the Chief General Manager of MPSEDC Ltd. The contractor needs to intimate MPSEDC Ltd. about acceptance of all the terms and conditions in the work order in writing duly signed by proprietor/partner or authorized signatory.
20. The Bidder can inspect the site after taking prior appointment between 11.00 AM to 5.30 PM on all working days. No extra charges shall be payable for non awareness of the site/equipments conditions and constraints. Water & Electricity shall be provided free of cost.
21. EMD of unsuccessful Bidders shall be returned after the award of the Contract. EMD of successful Bidder shall be refunded once the Performance Bank Guarantee of 10% of the

total Value of the Order is deposited. Performance Bank Guarantee will be returned on expiry of the Contract. No interest shall be paid on the EMD/Performance Bank Guarantee.

22. The price quoted should be inclusive of all Taxes and Duties except Service Tax.
23. The rates quoted should be on FIRM & FIXED basis.
24. The contract shall generally be awarded to the lowest Bidder as per the Bid Evaluation Criteria complying with statutory norms. However M.P.S.E.D.C. does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid since due weight- age shall be given to several factors besides the commercial bid.
25. Managing Director, MPSEDC shall have the authority to cancel the bid process if MPSEDC does not find a suitable bid. MPSEDC shall have the right to call fresh bids in these circumstances where in prior bids shall have the right to participate in the fresh process. The bidders shall have no right to challenge the authority and decision of MPSEDC to cancel the Bid process for the reasons deemed fit by the Managing Director, MPSEDC.

Schedule –A

Scope of work for 33KVA sub-station, Electrical and DG Set Operation and

Maintenance During the continuance of the Electrical installation & DG set operation and maintenance work agreement with MPSEDC, the contractor shall be exclusively responsible for day to day Operation & maintenance of the electrical installation and network at MPSEDC.

The existing electrical system consists of the following:

- HT Transformer – 1 x 950 KVA 33/0.43KV Outdoor Type connected to one grid
 - HT Air Circuit breaker and Main distribution LT Panel with 2 x 2000 A Circuit breakers
 - Main LT panel with 3 sections including 3 APFC
 - 4 DG sets, 3 x 380 KVA and 1 x 320KVA.
 - DG sets Control panels along with changeovers and Inter locking bus coupler
 - 11 Nos Auxiliary LT panels installed at various Floors in the Building & Campus
 - 12 Nos Distribution boards installed at various floors in the Building & Campus
 - Lighting fixtures, Fans, Power Points in the common area and in MPSEDC office (approx. 40000 Sq. Ft., AC, Lifts etc.
 - External Electrification & Signage
 - Water supply Pumps/Motors, Pump Station Panels/starters/Water line & storage Tank
 - Sewage Pumping System.
 - Data Cabling up to Information Outlet RJ 45 Connectors – 300 Nos. approximate.
 - EPABX Cabling – 300 Lines approximate.
 - Sound System
 - Public Addressing System
2. In all cases the Consumables & Labor cost involved in maintenance work shall be borne by the contractor. The Defective Parts required to be replaced shall be provided by MPSEDC or the cost will be borne by MPSEDC at actual.
- Kindly note although every effort has been made to cover the entire electrical related infrastructure, omission, if any, shall be deemed to be in the scope of work of the contractor. The contractor should visit the site and assess the scope of work. The contractor for his own benefit shall bring these omissions to the notice of MPSEDC.
3. Round the clock operation & operational maintenance of the entire electrical network for State IT Centre, 47-'A' Arera Hills, Bhopal including cleaning/dusting of HT transformer, DG and switchgear room, all DG sets, LT panel control room, Automatic Power Factor correction Panel, HT & LT cable network, bus bars, LT distribution panels & DB's at various blocks & other equipment including the accessories such as motors & control panels of the water supply system. The job also includes Operation & Maintenance of lighting system of entire Building & Campus covering including external lighting in the open area.
4. Operating the system as per the requirements of the State IT Centre, 47-'A' Arera Hills, Bhopal.

5. Replacement of defective three phase ACB's/MCCB's/MCB's/SFU's, Single phase MCB's, isolators, bulbs, Tube lights, CFLs, AC Boxes, AC Tops, Piano/modular switches, fan regulators, rewinding of ceiling fans, exhaust fans and all other electrical equipments, gadgets, installations, cables/components etc in State IT Centre building including substation.
6. Total preventive maintenance including oiling & greasing of electrical equipment.
7. Maintaining the operation record in Log book for the entire electrical installation/equipment & this includes water lifting, sewage pumps & Lifts also. Taking reading & recording of electric meter readings installed in building on 1st of every month. Recording & maintaining of log book for office electric meter, capacitor & transformer (For oil temp., electric load, voltage KW meter etc.) reading & presenting the records to the Maintenance department for verification on daily basis.
8. The contractor shall maintain a T&P equipment register. The details of all electrical instruments/equipment (as mentioned above) installed in the Building & Campus shall be entered in the same. The details shall contain the make, serial number, rating & other information engraved on the name plate/equipment.
9. The contractor shall maintain a complaint Register. As & when a complaint arises in respect of any electricity problem, the contractor's supervisor shall enter the complaint in register & ensure remedial action proactively & instantly. The same shall be verified by the building supervisor/Dy. Chief General Manager of MPSEDC Ltd., Indore. No Laxity in attending of the complaints shall be tolerated. Appropriate financial penalty will be imposed if any inordinate delay is observed.
10. The contractor is bound to do all jobs required for maintaining the uninterrupted power supply to the entire Building & Campus buildings for smooth functioning and shall keep the entire electrical infrastructure (Equipment/instruments) in healthy state & working conditions.
11. The contractor shall keep the record of power consumption in the State IT Centre, 47-'A' Arera Hills, Bhopal.
12. Maintenance of safety & Hygiene in electrical substation shall be the sole responsibility of the contractor.
13. Operation & maintenance of 1X 950 KVA 33/0.43 KV HT Transformer.
 - Regular cleaning/ dusting of HT transformer & DG room.
 - Regular checking of oil level in conservator & if required top up of makeup oil. (The cost of oil shall be reimbursed by MPSEDC). Regular inspection of conservator tank for leakage, if any.
 - Regular checking of thermometer & recording of temperature.
 - Cleaning of Breather Assembly & removal of moisture by heating of silica Gel if so required.
 - Regular inspection & checking of explosion vent & ascertain that the glass is intact.
 - Regular checking of the insulation resistance of the HT & LT windings.
 - Checking of Dielectric Strength of the oil once in a year from the laboratory approved by MPSEDC Ltd. The cost shall be borne by the contractor.
 - Checking of earth resistance value & insulation resistance of cables once in two months.

- Regular checking of earth connections of the transformer for continuity.
 - Servicing of HT Transformer as & when required but at least once in each calendar year.
14. Operation & maintenance of HT switchgears.
- Regular cleaning/ dusting of HT switch Gears & its room.
 - Checking of earth resistance value & insulation resistance of cables once in two months.
 - Regular checking of earth connections continuity.
 - Servicing of HT Switch Gears as & when required but at least once in each calendar year.
 - Inspection, Operation & maintenance of HT switch gears with their accessories as per recommendations of the manufacturers.
15. Operation & maintenance of Automatic Power Factor Correction (APFC) Panel
- Regular cleaning/dusting of APFC panel.
 - Recording of power factor reading regularly. If the power factor falls below 0.9, the same shall be brought to the notice of the administration immediately.
 - Checking of the earth resistance value & insulation resistance of cables once in two months.
 - Regular checking of earth connections continuity.
 - Regular checking & tightening of all terminal connections of the MCB's/contactors, Relays etc. on monthly basis in winters & on fortnightly basis in summers.
 - Replacing the defective material if required immediately under notice to MPSEDC.
 - Servicing of APFC panel as & when required but at least once in each calendar year.
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16. Operation & Maintenance of Main LT panel, emergency panel in Substation & other Auxiliary LT panels in entire building including external lighting in the open area.
- Regular cleaning/dusting of all panels.
 - Regular checking of earth connections continuity.
 - Regular checking of & tightening of all terminal connections of the three phase Incoming MCB's/MCCB's/ACB's, three phase Outgoing MCCB's/ACB's/SFU's, Contactors, Isolators, Relays etc. on monthly basis in winters & on fortnightly basis in summers.
 - Regular checking & tightening of all terminal connections of cables on monthly basis in winters & on fortnightly basis in summers.
 - The neutral connections are vital & need constant tightening on monthly basis in winters & on fortnightly basis in summers.
 - Ensuring proper size of cable glands & cable lugs for all connections. Prepare a list of all exiting connections without proper cable glands/cable lugs if any.
 - Replacing the defective material if required immediately under notice to MPSEDC Ltd.
 - Maintaining a record of tightening in the register & put up the same to the Administrator for verification.
 - Inspection, Operation & maintenance of Main LT Panel, auxiliary panels & emergency panel, with their accessories, as per recommendations of the manufacturers.
17. Operation & Operational maintenance of 4 DG sets
- Regular cleaning/ dusting of DG sets from inside & outside. Keeping the DG set area properly clean. The contractor is not allowed to handle the engine for

maintenance purposes, but shall clean & brush the canopy & other parts externally only.

- It will be the duty of the staff of the contractor to operate DG sets immediately after the electric supply is disrupted.
- Ensuring that all the changeovers are immediately put to DG sets/MPPKVCL mode as per the need/requirements.
- Regular checking of DG sets batteries, water coolant level, oil level etc.
- Regular checking of earth connections continuity.
- The neutral connections are vital & need constant tightening monthly basis in winters & on fortnightly basis in summers.
- Maintaining Log book of the DG sets with all the required data on daily basis & put up the same before maintenance department on daily basis.
- If any of the desired parameters for smooth running are needed, the same shall be brought to the notice of the Administration in writing for immediate action. If any failure/defect in the DG set occurred due to Non-compliance of the precautionary measures/not bringing the same into notice of MPSEDC, the contractor's lapse shall attract financial penalties.
- Providing necessary assistance in case of regular servicing if needed.
- Regular checking & tightening of all terminal connections of the cables in the DG sets changeover panel & changeovers on monthly basis in winters & on fortnightly basis in summers.
- Replacing the defective material in DG set Panel & changeovers of Original Equipment Manufacturer (OEM) or equivalent if required immediately under notice to MPSEDC.
- Maintaining a record of tightening in the register & put up the same to the Administrator for verification.
- *MPSEDC has engaged Agency for Periodic Servicing and On-Call Service in case of DG breakdown, the charges to this Agency shall be paid by MPSEDC separately. However, all other jobs as detailed above in respect of DG Set Operation and Maintenance shall be carried out by the Bidder.*

18. Operation & Maintenance of various Distribution Boards (Inclusive of all TPN Three phase Neutral & SPN single phase neutral) installed in common areas of the Building, MPSEDC Office & Outdoor Lighting and Signage etc.

- Regular cleaning/dusting of distribution boards.
- Regular checking of earth connections continuity.
- Regular checking of & tightening of all terminal connections of the three phase Incoming MCB's/MCCB's & single phase Outgoing MCB's, Contactors, Isolators, and Relays etc. on monthly basis in winters & on fortnightly basis in summers.
- The neutral connections are vital & need constant tightening on monthly basis in winters & on fortnightly basis in summers.
- Regular checking of & tightening of all terminal connections of cables on monthly basis in winters & on fortnightly basis in summers.
- Replacing the defective material if required immediately under notice to MPSEDC.
- Maintaining a record of tightening in the register & put up the same to the personnel & administrator for verification.

19. Operation & Maintenance of water supply system/Pump Station

- Regular cleaning/ dusting of water supply pump station
- Regular checking of water supply pumps, motors, Pump station panel, Water line etc.
- Regular checking of & tightening of all terminal connections of equipment/ cables on monthly basis in winters & on fortnightly basis in summers.

- The neutral connections are vital & need constant tightening monthly basis in winters & on fortnightly basis in summers.
 - The contractor shall ensure smooth & uninterrupted water supply round the clock in the entire Building & Campus.
 - Regular checking & tightening of all terminal connections of starters.
 - Replacing the defective material if required immediately under notice to MPSEDC. The cost shall be borne by the contractor.
20. Operation & maintenance of External Electrification system
- Regular cleaning of boundary lights, road side, gate, Post top lights and painting thereof as per requirement (at least once in each calendar year).
 - Switching ON/ OFF the external (Pathway & boundary) lights in the entire Building & Campus on daily basis and also as and when required.
 - Regular checking of & tightening of all terminal connections on monthly basis in winters & on fortnightly basis in summers.
 - Replacing all the defective materials including glass covers, diffusers etc if required immediately under notice to MPSEDC.
21. Operation & maintenance of existing earthing system.
- The contractor shall maintain a record of all existing earthing detailing numbers of existing earthing at different locations in the Building & Campus.
 - Regular checking of earth connections continuity.
 - Regular checking & tightening of all earthing connections.
 - Filling up of water in all the earthing pits once in a fortnight in summers & once in two months in winter.
 - Replacing the defective material if required immediately under notice to MPSEDC.
 - Maintaining a record of tightening in the register & put up the same to the Administrator for verification.
22. Operating & Maintenance of Data Cabling, EPABX Cabling, Sound System and Public Addressing System.
- Regular checking of Sound System and Public Addressing Systems.
 - A register/ log book to this effect shall be maintained by the contractor which will be checked by Building & Campus supervisor on weekly basis.
 - Check regularly condition of wiring, & connections for tightness.
 - Repairing of the faulty cabling.
23. In addition to above, the contractor shall also be responsible for the following in the entire Building of Ground Floor, 1st floor, 2nd floor & 3rd floor (approximately 40,000 Sqr. Fit built up area) & Campus covering including external lighting in the open area.
- Round the clock smooth operation of all the Lighting Fixtures, ACs, Water Coolers/Purifiers, PA System, ventilation exhaust fans & other electrical fittings & accessories installed in the Building & Campus buildings.
 - Regular checking for overheating/abnormalities of all connections, cables, terminals & connectors.
 - Regular checking for overheating/abnormalities of various circuit breakers, Relays, Starters, Panels, Resistance type starters & Speed regulators used in Motors/fan etc. Carbon brushes in commuting motors.
 - Regular cleaning & upkeep of lights in Building & Campus such as cleaning of tube light fittings, fans, switches, Electrical cable racks/ducts/shafts, Db's etc.
 - Check regularly condition of wiring, earthing & connections for tightness.

- Checking & cleaning the contacts/connections on individual light/power point switches etc.
 - Tightening neutral & phase connection in the AC metal-clad box all Split/window/Tower Ac's installed in the Building & Campus.
 - Repairing of the faulty circuits.
 - Switching ON/OFF all the internal & external (Pathway & boundary) lights in the entire Building & Campus, AC's and other services i.e. LT panels, capacitors and changeovers etc. on daily basis & as & when required.
 - A register/ log book to this effect shall be maintained by the contractor which will be checked by Building & Campus supervisor on weekly basis.
24. The contractor shall advise MPSEDC to maintain an inventory level of all requisite materials (Items required for day to day replacement/repairs) sufficient at least for a fortnight's requirement/costing minimum 5% of the cost of electrical installation which ever is minimum. MPSEDC shall purchase the same and keep it in stock. Whenever the Stocks are depleted the contractor shall inform MPSEDC well in advance for replenishment of stocks.
25. The contractor shall maintain a fault register. If adequate preventing maintenance is carried out regularly, there is very little possibility of burning/damaging the installed MCCB's, MCB's, Isolators, SFU's etc. The contractor shall have to justify & give adequate reason for any such fault/replacements. The same shall be entered in the register.
26. The contractor shall maintain the lawn/yard around the electric sub- station for clean & orderly look & restrict entry in and around sub station.
27. The contractor shall ensure to lodge complaint with MPPKVCL immediately after interruption in power supply and shall pursue the matter with MPPKVCL till the resumption of supply.

Schedule -B

1. Specific Terms - Maintenance of staff and tools needed For Electrical and Gen Set Maintenance Contract
2. Minimum staff strength to be maintained by of the Contractors:
The following minimum staff will have to be arranged by the Contractor for Electrical and DG Set Operation and Maintenance (on regular basis) besides additional contingent staff, whenever required:

S.No.	Description	No. of persons
1	Supervisor, with adequate experience to ensure the human resources employed by the contractor work to their full efficiency. (Diploma in Elect. Engg. /Electrical supervising license holder, issued by local authority/ Govt. of India/Central water and power commissioning in this trade)	01 (One)
2	Electrician with at least 5 yrs. of working experience on HT/LT systems	04 (Four)

3. Tools to be provided by the Contractor for smooth handling of the contract are as under:-
 - a) Cable fault locator (HT/LT)
(This equipment may not be the property of the contractor, but it would be the duty of the contractor to ensure that the equipment is made available within 24/48 hours of breakdown.)
 - b) Crimping tools for connecting cable, Meggar (1000 volts), Multi-meter, Tongue tester, Tongue tester(s) should be adequate to handle currents of upto 1000 amperes & should be able to grip wires/cables of upto 300 sq. mm. dia.
 - c) Chain pulling block with tripod stand, wire rope, jute rope, wrench set, pliers and screw driver sets.
 - d) Two Torches (heavy duty type) for operating during the night

Schedule – C

General Terms and Conditions for the 33KVA Sub Station Electric and DG Set Operation and Maintenance Work.

1. Damage to the articles in the premises:

The Contractor shall be responsible for any damage to the Safe Fixtures Furniture and other installations under their possession in the Building & Campus or the substation in normal course or during the course of any work under progress which in the opinion of MPSEDC is due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent. Contractor shall be liable to pay to MPSEDC such amount in respect of such damage as may be assessed by MPSEDC Ltd or any officer/staff authorized in this behalf.

2. Electricity Consumption:

The charges of electricity consumed for lights, fans and other electrical appliances for executing the Electrical and DG Set Operation and Maintenance Work will be borne by MPSEDC Ltd.

3. Personal Supervision:

It will be Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by the contractor and their staff.

4. Complaints and Improvements:

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory services of **Electrical and DG Set Operation and Maintenance Work** of State IT Centre .

5. Settlement of Accounts:

Tax deduction at source will be done as per the Govt. rules. The amount equivalent to any damages / loss etc. caused to MPSEDC Ltd by the workmen employees of the Contractor or any other charges (penalties and other deduction etc.) will be recovered by MPSEDC Ltd or as decided by MPSEDC Ltd.

6. Summary Termination of the Contract:

In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the substation area etc. by the Contractor or by any staff of the Contractor or agent of the Contractor, MPSEDC Ltd may forthwith terminate this Contract summarily without any notice to Contractor and Contractor shall have no claim whatsoever against MPSEDC Ltd or any of its Officers in consequence of such termination.

7. MPSEDC Ltd shall have the right to withhold/deduct any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions or fails to perform to the satisfaction of MPSEDC and the quality of performance of contract with regard to electrical and DG set operational maintenance is found unsatisfactory. Besides, MPSEDC shall also have the right to terminate this agreement as per the conditions given below:

- a.** The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by one months notice at the option of MPSEDC. The contractor shall also have the option to terminate the agreement after giving one months notice to MPSEDC.
- b.** On termination of contract by MPSEDC for any reason whatsoever, MPSEDC shall be entitled to engage the services of any other person, agency or contractor to meet

the requirements without prejudice to its rights including claim for damages against the contractor.

8. Contractor to vacate the site on Termination/Expiry:

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to MPSEDC Ltd all articles, equipment, furniture and fixtures belonging to MPSEDC Ltd and entrusted in its custody and shall remove all its stores and effects. In case of default, MPSEDC Ltd shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.

9. Failure to Exercise MPSEDC Ltd rights:

Any omission on the part of MPSEDC Ltd at any time to exercise any of its rights under the terms of the Electrical and DG Set Operation and Maintenance Work shall in no way impair or affect the validity of the terms and the rights of MPSEDC Ltd to enforce its rights at any time subsequent.

10. Tenancy Rights:

Nothing herein contained shall be construed to create any tenancy in Contractor's favor of the premises and MPSEDC Ltd may of its mere motion effect the termination of this Electrical and DG Set Operation and Maintenance work and re-enter and retake and absolutely retain possession of the substation area.

11. Licenses and Registrations:

- (i) The Contractor should obtain the requisite license under Contract Labor Act (Regulation and Abolition Act, 1970) and amended from time to time issued by the concerned Labor Department for running the establishment.
- (ii) The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labor/Government of India(ministry of Labor) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 and amended from time to time, Payment of Wages Act,1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the MPSEDC Ltd. against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.
- (iii) The Contractor shall comply with all requirements of law with regard to the provision of labor and ensure that an appropriate license from the Authorities is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by MPSEDC Ltd.
- (iv) The Contractor should take all precautionary measures to ensure the safety of the workmen employed by it and MPSEDC will not be responsible in case of any eventuality.
- (v) The contractor shall keep MPSEDC indemnified against all the claims and liabilities, if any, mentioned in clauses (i), (ii), (iii) and (iv) as aforesaid.

- (vi) The contractor shall keep all its assets & workmen/employees properly insured and in case of any mishap MPSEDC Ltd shall not be liable/responsible for any damages payable on these account.

12. Disputes Resolution:

All questions, disputes and/or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of Managing Director MPSEDC Ltd. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Bhopal only.

13. Contract period.

The contract shall be awarded only for a period of 03 (three) years from the date of execution of the contract and may be extended for another 02 (two) years after a review of contractors performance during this period of contract, on the same terms and conditions on mutually agreed rates. Expiry of the tenure of the agreement or on the termination of the contract for any reason whatsoever as per the terms and the conditions the contractor shall deliver the articles of other equipments or any other property of MPSEDC in his/its possession.

14. Penalty Clause

It will be the responsibility of the contractor to maintain the substation and all its equipment installed inside along with DG Set in good running condition. It will also be his responsibility to advise and remind MPSEDC for all the periodic servicing, overhauling and other maintenance related jobs including need/change of spares if required at any stage so that any miss happening does not occur there. The contractor will be responsible for any such losses which will be proved that those were cause due to the negligence or carelessness of the contractor or its employees or non servicing of the machines due to not reminding by the contractor well in advance and the sum of damage/losses so incurred for its repairing and maintenance by MPSEDC may be recovered from the contractor. Decision of MPSEDC will be acceptable and final in this regard. In order to keep a check on the quality of the service if any services provided by the contractor are found unsatisfactory or not as per the terms of the contract, MPSEDC would impose financial penalty of minimum Rs. 1000/- for each instance of deficiency (which may be increased in multiples of Rs. 1000/-depending upon the gravity of the loss/complaint.) and make suitable deductions from the contractor's bill for which MPSEDC's decision will be final and binding on the contractor.

15. Miscellaneous:

- (i) The Contractor shall not be allowed to carry away any material/item out of the Building & Campus without the prior permission of MPSEDC. The Contractor shall co-operate with the other Contractors working in the Building & Campus.
- (ii) The disposal of scrap/cartoons of electrical materials related to work in the substation or any area inside the Building & Campus will not be dumped or left unattended anywhere in the Building & Campus and will be disposed off outside the Building & Campus properly on same day basis without fail.
- (iii) For the purpose of conducting this Electrical and DG Set Operation and Maintenance Work the staff deployed shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be Non-Smoker/Non-Gutkha /Pan Chewer. They should be conversant with Hindi and colloquial English. The contractor will exercise due diligence and care with respect to the identity and past record of such employees including Police

verification and shall furnish records resorted to by him to MPSEDC as and when desired by the later.

- (iv) The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. The Contractor shall incur the cost of uniform and I-Card to his employees.
- (v) The Contractor should take all precautionary measure to ensure the safety of his workmen and MPSEDC shall not be responsible in case of any eventuality. The insurance indemnification of his workman against any eventualities shall be primary and sole responsibility of the contractor.
- (vi) MPSEDC reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the Building & Campus at short notice and will be replaced by the suitable substitute.
- (vii) The Contractor shall furnish a detailed list of his employees along with their addresses, photo identity to the designated officer of MPSEDC.
- (viii) Any change in staff of the Contractor must be informed to the administration of MPSEDC.
- (ix) The workmen/staff engaged by the Contractor shall not have any right/claim over the facilities enjoyed by MPSEDC Ltd employees, participants etc.
- (x) The entire workforce to be provided by the contracting firm/contractor shall be on the pay roll of the contracting firm/contractor and they will not be treated as staff of MPSEDC for any purpose. Their Wages, EPF, as per rules of the Government shall be the sole responsibility of the contractor.
- (xi) The Contractor will undertake to render the specialized first class services to MPSEDC as per the requirement and satisfaction of MPSEDC from time to time. The existing services to be rendered and covered under this agreement have been set out in the scope of work at Schedule "A", specific terms and conditions at Schedule "B" and general terms and conditions at Schedule "C".
- (xii) In consideration of the aforesaid services rendered/to be rendered by the Contractor, the contractor shall be entitled to payments on monthly basis which will inclusive of all tax and service tax at the existing rate, on completion of the respective month.
- (xiii) The contractor and his employees shall devote their full attention to the work of electrical maintenance of MPSEDC and proper round the clock operation of MPSEDC's DG set and shall discharge his obligations as mentioned in the agreement most diligently and honestly.
- (xiv) The contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by MPSEDC concerning in respect of Electrical and DG Set Operation and Maintenance Work.
- (xv) In case the contractor or any of his employees fail to fulfill their obligations for any day or any number of days to the satisfaction of MPSEDC for any reason

whatsoever he shall be liable for imposition of financial penalty without prejudice to its other rights and shall be entitled to deduct such damages from the money if any payable to him.

- (xvi) In case the contractor assigns or sub-contracts this contract without written approval of MPSEDC or attempts to do so, MPSEDC shall have the right to terminate the agreement without giving any notice to the bidder.
- (xvii) The Designated Officer of MPSEDC shall be the sole authority to judge and decide on the quality of the services rendered by the contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance there shall be decided by MPSEDC. The contractor hereby agrees to be bound by the decisions of MPSEDC.
- (xviii) The Contractor will be required to deposit Performance Bank Guarantee of 10% of the total Work Order which shall continue with MPSEDC in lieu of performance guarantee till the expiry of the agreement.. The EMD submitted by the contractor in the Technical Bid would be returned by MPSEDC after deposit of said bank guarantee by the contractor. The Performance Bank Guarantee would be appropriated towards loss or damages caused by the contractor or the amount of value of shortage or breakage in the items entrusted to the contractor or items under care taking with the bidder or any other liability of the contractor. No interest shall be payable by MPSEDC on EMD.
- (xix) The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc, relating to this agreement.
- (xx) Notwithstanding anything contained herein before, it is agreed that MPSEDC shall have the right to alter, modify and or add such other terms and conditions considered necessary and the contractor in such case shall abide by the same.
- (xxi) The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by them in the substation and also furniture and fixture therein.
- (xxii) The contractor shall maintain highest standard and quality in the services. MPSEDC shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of MPSEDC.

Commercial Bid

Chief General Manager
M P State Electronics Development Corporation Ltd.,
State IT Centre, 47-'A' Arera Hills,
Bhopal.

Reg. - Tender for Electrical, Sub Station, DG Sets Operation & Maintenance Work – Commercial Bid.

Sir,

This has reference to your tender for Electrical and DG Set Operation and Maintenance Work followed by my technical bid. I have read all the terms and the conditions as stipulated in the technical and commercial bid. I am ready to execute the agreement as mentioned in the tender documents. I have gone through all the terms and conditions contained in the agreement and already given my acceptance for it. I confirm that I fulfill the eligibility criteria as stipulated by you in the tender.

I offer my rate in INR as under:

Sl No	Description	Basic Rates Per Month	Service Tax		Total Amount Per Month
			Contractor's Share @ 3.75%	MPSEDC Share @ 11.25%	
01	Electrical Installation, Sub Station 33KVA and DG Set Operation & Maintenance Work as per details given in the tender document.				

Signature of the Bidder/Contractor

Date -----

Seal

Place -----

33KVA SUB STATION, ELECTRICAL, DG SET OPERATION & MAINTENANCE WORK

AGREEMENT

1. This agreement is made on _____ between _____ an 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Contract services providing Agency to various establishments and Industrial units, having its registered office at _____ (hereinafter referred as "**Agency**") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part and M.P. State Electronics Development Corporation Ltd., incorporated under the Companies Act 1956 and having its registered office at State IT Centre, 47-A, Arera Hills, Bhopal – 462011 (hereinafter referred as MPSEDC which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part represented by Deputy Chief General Manager (P&A).
2. _____, the Agency having sufficient experience in providing 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Contract services to Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to the MPSEDC and its various offices.
3. MPSEDC having their offices at Bhopal is desirous of availing services of the Agency for efficient maintenance of 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Contract services in their establishment.
4. Both the parties have agreed to enter into an agreement to avail/provide maintenance of 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Contract services for smooth functioning in the offices w.e.f. _____ for a period of three years.
5. The Agency shall undertake 33KVA Sub Station, Electrical, DG Set Operation & Maintenance Contract services in the office of MPSEDC.
6. Agency shall be fully responsible for discipline and turnout of their personnel during their duty hours at specified time.
7. **Damage to the articles in the premises:**
The Contractor shall be responsible for any damage to the Safe Fixtures Furniture and other installations under their possession in the Building & Campus or the substation in normal course or during the course of any work under progress which in the opinion of MPSEDC is due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent. Contractor shall be liable to pay to MPSEDC such amount in respect of such damage as may be assessed by MPSEDC Ltd or any officer/staff authorized in this behalf.

8. **Electricity Consumption:**
The charges of electricity consumed for lights, fans and other electrical appliances for executing the Electrical and DG Set Operation and Maintenance Work will be borne by MPSEDC Ltd.
9. **Personal Supervision:**
It will be Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by the contractor and their staff.
10. **Complaints and Improvements:**
The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory services of **Electrical and DG Set Operation and Maintenance Work** of State IT Centre.
11. **Settlement of Accounts:**
Tax deduction at source will be done as per the Govt. rules. The amount equivalent to any damages / loss etc. caused to MPSEDC Ltd by the workmen employees of the Contractor or any other charges (penalties and other deduction etc.) will be recovered by MPSEDC Ltd or as decided by MPSEDC Ltd.
12. **Summary Termination of the Contract:**
In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the substation area etc. by the Contractor or by any staff of the Contractor or agent of the Contractor, MPSEDC Ltd may forthwith terminate this Contract summarily without any notice to Contractor and Contractor shall have no claim whatsoever against MPSEDC Ltd or any of its Officers in consequence of such termination.
13. MPSEDC Ltd shall have the right to withhold/deduct any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions or fails to perform to the satisfaction of MPSEDC and the quality of performance of contract with regard to electrical and DG set operational maintenance is found unsatisfactory. Besides, MPSEDC shall also have the right to terminate this agreement as per the conditions given below:
 - a. The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by one months notice at the option of MPSEDC. The contractor shall also have the option to terminate the agreement after giving one months notice to MPSEDC.
 - b. On termination of contract by MPSEDC for any reason whatsoever, MPSEDC shall be entitled to engage the services of any other person, agency or contractor to meet the requirements without prejudice to its rights including claim for damages against the contractor.
14. **Contractor to vacate the site on Termination/Expiry:**
Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to MPSEDC Ltd all articles, equipment, furniture and fixtures belonging to MPSEDC Ltd and entrusted in its custody and shall remove all its stores and effects. In case of default, MPSEDC Ltd shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.

15. Failure to Exercise MPSEDC Ltd rights:

Any omission on the part of MPSEDC Ltd at any time to exercise any of its rights under the terms of the Electrical and DG Set Operation and Maintenance Work shall in no way impair or affect the validity of the terms and the rights of MPSEDC Ltd to enforce its rights at any time subsequent.

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Nothing herein contained shall be construed to create any tenancy in Contractor's favor of the premises and MPSEDC Ltd may of its mere motion effect the termination of this Electrical and DG Set Operation and Maintenance work and re-enter and retake and absolutely retain possession of the substation area.

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- (i) The Contractor should obtain the requisite license under Contract Labor Act (Regulation and Abolition Act, 1970) and amended from time to time issued by the concerned Labor Department for running the establishment.
- (ii) The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labor/Government of India(ministry of Labor) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 and amended from time to time, Payment of Wages Act,1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the MPSEDC Ltd. against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.
- (iii) The Contractor shall comply with all requirements of law with regard to the provision of labor and ensure that an appropriate license from the Authorities is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/ documents in proof of the above whenever called for by MPSEDC Ltd.
- (iv) The Contractor should take all precautionary measures to ensure the safety of the workmen employed by it and MPSEDC will not be responsible in case of any eventuality.
- (v) The contractor shall keep MPSEDC indemnified against all the claims and liabilities, if any, mentioned in clauses (i), (ii), (iii) and (iv) as aforesaid.
- (vi) The contractor shall keep all its assets & workmen/employees properly insured and in case of any mishap MPSEDC Ltd shall not be liable/responsible for any damages payable on these account.

18. Disputes Resolution:

All questions, disputes and/or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of Managing Director MPSEDC Ltd. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Bhopal only.

19. Contract period.

The contract shall be awarded only for a period of 03 (three) years from the date of execution of the contract and may be extended for another 02 (two) years after a review of contractors performance during this period of contract, on the same terms and conditions on mutually agreed rates. Expiry of the tenure of the agreement or on the termination of the contract for any reason whatsoever as per the terms and the conditions the contractor shall deliver the articles of other equipments or any other property of MPSEDC in his/its possession.

20. Penalty Clause

It will be the responsibility of the contractor to maintain the substation and all its equipment installed inside along with DG Set in good running condition. It will also be his responsibility to advise and remind MPSEDC for all the periodic servicing, overhauling and other maintenance related jobs including need/change of spares if required at any stage so that any miss happening does not occur there. The contractor will be responsible for any such losses which will be proved that those were cause due to the negligence or carelessness of the contractor or its employees or non servicing of the machines due to not reminding by the contractor well in advance and the sum of damage/losses so incurred for its repairing and maintenance by MPSEDC may be recovered from the contractor. Decision of MPSEDC will be acceptable and final in this regard. In order to keep a check on the quality of the service if any services provided by the contractor are found unsatisfactory or not as per the terms of the contract, MPSEDC would impose financial penalty of minimum Rs. 1000/- for each instance of deficiency (which may be increased in multiples of Rs. 1000/-depending upon the gravity of the loss/complaint.) and make suitable deductions from the contractor's bill for which MPSEDC's decision will be final and binding on the contractor.

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- (i) The Contractor shall not be allowed to carry away any material/item out of the Building & Campus without the prior permission of MPSEDC. The Contractor shall co-operate with the other Contractors working in the Building & Campus.
- (ii) The disposal of scrap/cartoons of electrical materials related to work in the substation or any area inside the Building & Campus will not be dumped or left unattended anywhere in the Building & Campus and will be disposed off outside the Building & Campus properly on same day basis without fail.
- (iii) For the purpose of conducting this Electrical and DG Set Operation and Maintenance Work the staff deployed shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be Non-Smoker/Non-Gutkha /Pan Chewer. They should be conversant with Hindi and colloquial English. The contractor will exercise due diligence and care with respect to the identity and past record of such employees including Police verification and shall furnish records resorted to by him to MPSEDC as and when desired by the later.
- (iv) The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. The Contractor shall incur the cost of uniform and I-Card to his employees.
- (v) The Contractor should take all precautionary measure to ensure the safety of his workmen and MPSEDC shall not be responsible in case of any eventuality. The

insurance indemnification of his workman against any eventualities shall be primary and sole responsibility of the contractor.

- (vi) MPSEDC reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the Building & Campus at short notice and will be replaced by the suitable substitute.
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- (x) The entire workforce to be provided by the contracting firm/contractor shall be on the pay roll of the contracting firm/contractor and they will not be treated as staff of MPSEDC for any purpose. Their Wages, EPF, as per rules of the Government shall be the sole responsibility of the contractor.
- (xi) The Contractor will undertake to render the specialized first class services to MPSEDC as per the requirement and satisfaction of MPSEDC from time to time. The existing services to be rendered and covered under this agreement have been set out in the scope of work at Schedule "A", specific terms and conditions at Schedule "B" and general terms and conditions at Schedule "C".
- (xii) In consideration of the aforesaid services rendered/to be rendered by the Contractor, the contractor shall be entitled to payments on monthly basis which will inclusive of all tax and service tax at the existing rate, on completion of the respective month.
- (xiii) The contractor and his employees shall devote their full attention to the work of electrical maintenance of MPSEDC and proper round the clock operation of MPSEDC's DG set and shall discharge his obligations as mentioned in the agreement most diligently and honestly.
- (xiv) The contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by MPSEDC concerning in respect of Electrical and DG Set Operation and Maintenance Work.
- (xv) In case the contractor or any of his employees fail to fulfill their obligations for any day or any number of days to the satisfaction of MPSEDC for any reason whatsoever he shall be liable for imposition of financial penalty without prejudice to its other rights and shall be entitled to deduct such damages from the money if any payable to him.
- (xvi) In case the contractor assigns or sub-contracts this contract without written approval of MPSEDC or attempts to do so, MPSEDC shall have the right to terminate the agreement without giving any notice to the bidder.
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relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance there shall be decided by MPSEDC. The contractor hereby agrees to be bound by the decisions of MPSEDC.

- (xviii) The Contractor will be required to deposit Performance Bank Guarantee of 10% of the total Work Order which shall continue with MPSEDC in lieu of performance guarantee till the expiry of the agreement.. The EMD submitted by the contractor in the Technical Bid would be returned by MPSEDC after deposit of said bank guarantee by the contractor. The Performance Bank Guarantee would be appropriated towards loss or damages caused by the contractor or the amount of value of shortage or breakage in the items entrusted to the contractor or items under care taking with the bidder or any other liability of the contractor. No interest shall be payable by MPSEDC on EMD.
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- (xx) Notwithstanding anything contained herein before, it is agreed that MPSEDC shall have the right to alter, modify and or add such other terms and conditions considered necessary and the contractor in such case shall abide by the same.
- (xxi) The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by them in the substation and also furniture and fixture therein.
- (xxii) The contractor shall maintain highest standard and quality in the services. MPSEDC shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of MPSEDC.

22. The scope of the work and/or tenure of the contract shall be valid for a period of three years which can be extended on mutual consent on similar period for another two years on same terms and conditions.

23. The Tender document and all correspondence if any, between MPSEDC and the Agency will be an integral part of the Agreement.

In witness there of the parties here into have affixed their signature on their behalf and through their authorized representative on this _____

For and on behalf of Agency

For and on behalf of MPSEDC