



GOVERNMENT OF MADHYA PRADESH

OFFICE OF THE RESIDENT COMMISSIONER  
MADHYA PRADESH BHAWAN, 2 LOKPRIYA GOPINATH BORDOLOI MARG,  
CHANAKYAPURI, NEW DELHI - 110021

## TENDER DOCUMENT

### OPERATION & MAINTENANCE CONTRACT OF LOW SIDE OF A.C. PLANT AT M.P. BHAWAN, NEW DELHI



MADHYA PRADESH BHAWAN,  
2, LOKPRIYA GOPINATH, BARDOLOI MARG  
CHANAKYAPURI, NEW DELHI - 110021

**NIT, TECHNICAL & FINANCIAL BID**

Pages 01 to 20  
Including cover pages

OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
2 LOKPRIYA, GOPINATH BORDOLOI MARG, CHANAKYAPURI,  
NEW DELHI - 110021

Website: [www.mpbhawan.gov.in](http://www.mpbhawan.gov.in) or [www.mptenders.gov.in](http://www.mptenders.gov.in)  
Tel.No.+91142340180,190 Fax No.+91123019461

**TENDER DOCUMENT**

Operation & Maintenance Contract of Low Side of A.C. Plant at  
M.P. Bhawan, New Delhi  
at

Madhya Pradesh Bhawan,  
2, Lokpriya Gopinath, Bardoloi Marg  
Chanakyapuri, New Delhi - 110021

## **SECTION-1**

**OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
2 LOKPRIYA, GOPINATH BORDOLOI MARG,  
CHANAKYAPURI, NEW DELHI – 110021**

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**NIT No. 06/AC/OPR/MPB/2020**

**Dated: 01/09/2020**

### **TENDER NOTICE**

- 1.1 Sealed tenders for Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan, New Delhi in State Guest Houses of Government of Madhya Pradesh at Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bardoloi Marg, Chanakyapuri, New Delhi are invited with two bid system (Technical bid & Financial bid through e-Tendering) in the prescribed proforma from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations.
- 1.2 Detailed job descriptions have been made in the relevant section of the body of tender document.
- 1.3 Tender documents shall be downloaded from the website: <http://mpbhawan.gov.in> or <https://mptenders.gov.in> and submission of bids through e-tendering with non-refundable cost of the form ₹ 500/- (Rs. Five Hundred only) to be paid online.
- 1.4 The financial bid have to be submitted through e-tendering process online up to 03:00 PM on 28/09/2020 on site <https://mptenders.gov.in> In no case financial bids would be received and accepted on paper. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose.
- 1.5 The last date of submission of Technical Bid is 28/09/2020, up to 3.00 PM and the same will be opened in the presence of such bidder who may wish to present in Conference Hall, Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi on 29/09/2020 at 3.00 PM.
- 1.6 Technical bid must be submitted in two cover system, 1st for technical bid subscribing Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan, New Delhi and II<sup>nd</sup> for EMD ₹ 24,000/- (Rs. Twenty Four Thousand only) paid online payment receipt, technical bid and EMD receipt paid online to be enclosed in large envelope.
- 1.7 A pre-bid conference shall be held on 22.09.2020 at 03.00 PM in the Conference hall, M.P. Bhawan, Chanakyapuri, New Delhi
- 1.8 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

Additional Resident Commissioner  
MP Bhawan, New Delhi

## SECTION-2

OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
2 LOKPRIYA, GOPINATH BORDOLOI MARG,  
CHANAKYAPURI, NEW DELHI - 110021

Website: [www.mpbhawan.gov.in](http://www.mpbhawan.gov.in) or [www.mptenders.gov.in](http://www.mptenders.gov.in)  
Tel.No.+911 42340180, 190 Fax No.+91123019461

### BRIEF INFORMATION ON BID DOCUMENT

|  |   |
|--|---|
| Tender No.   | 06/AC/OPR/MPB/2020  |
| Period   | 12 Months (may be extended on mutual consent )  |
| <b>Date and Time of Pre-bid conference</b>                     | 22.09.2020 at 3.00 p.m.   |
| Last date and time of submission                               | 28.09.2020 upto 3.00 p.m.   |
| Date and Time of opening of Technical Bid                      | 29.09.2020 at 3.00 p.m.   |
| Date and Time of opening of Financial Bid of qualified Bidders | 07.10.2020 at 3.00 p.m.   |
| Probable cost of work  | ₹ 12,00,000/-   |
| EMD  | ₹ 24,000/- (Paid online)  |
| Security Deposit   | 5% of tender value  |
| Cost of Tender Document  | ₹ 500/-   |
| Validity of Bid  | 120 days  |
| Total No. of Pages of Tender Document                          | Pages 01 to 20<br>Including cover pages   |
| Address & Venue of Submission of Bids                          | Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi. |
| Contact person for clarification, if any                       | Sh. Neeraj Lal, Assistant Engineer,<br>Ph. No. 011-42340142   |

Any other website related technical queries, please call at 24 x 7 Help Desk Numbers  
0120-4001002, 0120-4200462, 0120-4001005 & 0120-6277787

OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
2 LOKPRIYA, GOPINATH BORDOLOI MARG, CHANAKYAPURI,  
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Tel.No.+91142340180,190 Fax No.+91123019461

**TENDER DOCUMENT FOR**

**Operation & Maintenance Contract of Low Side of A.C. Plant**

**FOR**

Madhya Pradesh Bhawan,  
2, Lokpriya Gopinath, Bardoloi Marg  
Chanakyapuri, New Delhi - 110021

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## SECTION-4

### Operation & Maintenance Contract of Low Side of A.C. Plant

#### TECHNICAL BID

|            |  |  |
|------------|--|--|
| <b>4.1</b> | Name of Tendering Company / Firm / Tenderer  |  |
| <b>4.2</b> | Names of Directors   |  |
| <b>4.3</b> | Full Particulars of Office   |  |
| 4.3(A)     | Address  |  |
| 4.3 (B)    | Telephone No.  |  |
| 4.3 (C)    | Fax No.  |  |
| 4.3 (D)    | E-mail Address   |  |
|            |  |  |
| <b>4.4</b> | <b><i>Full Particulars Of The Bankers Of Company / Firm / Tenderer, With Full Address / Tel. No.</i></b> |  |
| 4.4(A)     | Name of the Bank   |  |
| 4.4 (B)    | Address of the Bank  |  |
| 4.4 (C)    | Telephone No.  |  |
| 4.4 (D)    | Fax No.  |  |
| 4.4 (E)    | E-mail address   |  |
| 4.4 (F)    | Alternative E-Mail Address   |  |
|            |  |  |
| <b>4.5</b> | <b><i>Registration Details</i></b>   |  |
| 4.5 (A)    | PAN/TAN No.  |  |
| 4.5 (B)    | GST Registration No.   |  |
| 4.5 (C)    | E.P.F. Registration No.  |  |
| 4.5 (D)    | E.S.I. Registration No.  |  |
|            |  |  |
| <b>4.6</b> | <b><i>Details of Earnest Money Deposit</i></b>   |  |
| 4.6 (A)    | Amount ( ₹)  |  |
| 4.6 (B)    | Transaction Date (Online)  |  |
|            |  |  |
| <b>4.7</b> | <b><i>Detail of Annual Turn over</i></b>   |  |
| 4.7 (A)    | For the last 3 years duly certified by the Chartered Accountant. Copy to be submitted                    |  |

**4.8 Details of the Existing/Past contracts for Operation & Maintenance Contract of**  
**Low Side of A.C. Plant**

|   | Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned | Details regarding the contract | Value of Contract (₹) | Duration of Contract |          |
|---|--|--------------------------------|-----------------------|----------------------|----------|
|   |  |                                |                       | From                 | To       |
|   |  |                                |                       | DD/MM/YY             | DD/MM/YY |
| A |  |                                |                       |                      |          |
| B |  |                                |                       |                      |          |
| C |  |                                |                       |                      |          |
|   | Additional information, if any   |                                |                       |                      |          |

## **SECTION-5**

### **Annexure -A**

#### **5.1 DECLARATION**

- 5.1.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 5.1.2 The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 5.1.3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi-110021 during the period of contract.
- 5.1.4 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 5.1.5 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 5.1.6 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- 5.1.7 Should any lapses occur from me or on my workers part, while discharging the services, Madhya Pradesh Bhawan authorities may cancel my contract and award the work to another agency and the cost difference may be recovered from me including forfeiting the Earnest Money.
- 5.1.8 There is no vigilance/CBI, any other agencies of State or Central Government or court cases pending against the firm.
- 5.1.9 The decision of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi - 21 regarding acceptance/rejection of Tender will be final and binding on me.
- 5.1.10 I indemnify MP Bhawan Authorities against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by me.

#### **5.2 Affirmation**

- 5.2.1 I, \_\_\_\_\_ Son / Daughter of Shri \_\_\_\_\_ Partner / Director / Authorized Signatory of \_\_\_\_\_ affirm that I am competent to sign this declaration and execute this tender document.
- 5.2.2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 5.2.3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of / Managing Partner / Director  
Name:  
Seal:

**N.B.: The above declaration, duly signed and sealed on the Rs. 10/- legal stamp paper by the authorized signatory of the Company, should be enclosed with Technical Bid.**



**INSTRUCTIONS TO THE BIDDERS**

**6.1 GENERAL INSTRUCTIONS**

- 6.1.1 For the Bidding / Tender Document Purposes, 'Office of the Resident Commissioner, Government of Madhya Pradesh' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 6.1.2 (i) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- (ii) The bidder are advised to personally study the tender document and the services demanded and visit the location of MP Bhawan to acquaint himself first hand, the services required before bidding. Ignorance of any kind will not be entertained later on.
- 6.1.3 Each page of the Tender documents must be stamped and signed by the authorised person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.
- 6.1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 6.1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 6.1.6 The Bidding Company should only be a Limited / Private Limited Company/ Partnership Firm/ Proprietorship Company. Bidding in the form of JV Consortium is not permitted. Partner of partnership firm is allowed to participate in the own tender only.
- 6.1.7 Technical specification are as given on Section-8 and the details of work is as per Section - 9

**6.2 MINIMUM ELIGIBILITY CRITERIA**

The following shall be the eligibility criteria for selection of bidders technically.

- 6.2 a. Legal Valid Entity: The Bidder shall necessarily be a legally valid entity. Proof for supporting the legal validity of the Bidder shall be submitted.
- 6.2 b. Registration: The Bidder should be registered with the Income Tax & Service Tax Department.
- 6.2 c. Deposit of Service Tax/ Income Tax. The Bidder should also have Submitted return to Service Tax Department and Income Tax Department. Relevant proof in support shall be submitted.
- 6.2 d. The Bidder should have Empanelled/Pre Qualified/ Approved Contractor in CPWD/ DDA/ State Govt./ Govt. Under taking/ Reputed Organizations.
- 6.2.e. The Bidder should have Experience of Operation & Maintenance Contract of Low Side of A.C. Plants. to the tune of Rs. 10 lakhs.
- 6.2.f. The average annual turnover should not be less than ₹10 lakhs in the last 3 years.

### **6.2.1 Documents supporting the Eligibility Criteria**

- (i) In proof of having fully adhered to the eligibility criteria at 6.2(a), attested copy of Legal Valid Entity.
- (ii) In proof of having fully adhered to eligibility criteria at 6.2(b), attested copies of PAN.
- (iii) In proof of having fully adhered to eligibility criteria at 6.2(c), attested copies return file with Service Tax Department and Income Tax Department.
- (iv) In proof of having fully adhered to eligibility criteria at 6.2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs shall be acceptable.
- (v) Attested copy of the audited balance sheets for the completed three financial year i.e. for 2016-17, 2017-18, 2019-20 and 2020-21 (audited or provisional) / any other supporting documents.

### **6.3. EARNEST MONEY DEPOSIT:**

- 6.3.1 The bid should be accompanied by an Earnest Money Deposit of ₹ 24,000/- (Rupees Twenty Four Thousand only) to be paid online while applying for the tender.
- 6.3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 6.3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security in the shape of Earnest Money shall be forfeited to the Government.
- 6.3.4 The bids without Earnest Money shall be summarily rejected.
- 6.3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

### **6.4. VALIDITY OF BIDS**

- 6.4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 6.4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 6.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

### **6.5 PREPARATION OF BIDS**

- 6.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 6.5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-4).
- b. Signature and Stamp on each page of the tender document.

- c. Contact Details Form, duly filled and signed (Section 4)
- d. Financial Capacity form -filled in signed and stamped (Section 4)
- e. Earnest Money Deposit of ₹ 24,000/-
- f. Cost of Tender form ₹ 500/-
- g. All attested supporting document in proof for Technical Qualification.
- h. Certified copy of Chartered Accountant for turnover for last three years.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender for Operation & Maintenance Contract of Low Side of A.C. Plant with the Name and address of the Bidder.

- 6.5.3 Financial Bid: Online Financial Bid in the Price Schedule as provided in the Tender Document (Section 9). Shall be opened on the appointed date & time in the presence of qualified bidders/ their authorise representative, who chose to be present at the time of opening of financial bids.

## **6.6. SUBMISSION OF BIDS**

- 6.6.1 Bidders sending their technical bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.6.2 Technical Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.6.3 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **6.7. BID OPENING PROCEDURE**

- 6.7.1 The Technical Bids shall be opened in the Committee Room of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi on 29/09/2020 at 15.00 hours by the Committee authorized by the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in the presence of such bidders who may wish to be present or their representatives.
- 6.7.2 The financial bids through e-tendering process of technical qualified bidder shall be opened by the Committee authorized for the purpose. The date, time of opening of the financial bids shall be intimated to the technically qualified bidders.
- 6.7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 6.7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 6.7.5 All the presented Bidders or their representative shall be required to sign the technical main bid envelope to ensure the correctness of the bid.
- 6.7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated by the Technical Evaluation Committee later to ensure that the bidders meet the minimum eligibility criteria. The decision of the Technical Evaluation Committee will be Final & Binding on the Bidders.

- 6.7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 6.7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 6.7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present.
- 6.7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## **6.8 CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 6.8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 6.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 6.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## **6.9. RIGHT OF ACCEPTANCE:**

- 6.9.1 The work will be awarded to the successful bidder on the bases on Section-9 Financial Bid.
- 6.9.2 The Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in this regard shall be final and binding.
- 6.9.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 6.9.4 The competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 6.9.5 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award the contract to the next Lower bidder (L-2) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 6.9.6 The Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

**6.10. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE’**

- 6.10.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 6.10.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 6.10.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the resources.

**6.11. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 6.11.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of Technical Bids.
- 6.11.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 6.11.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 6.11.4 The Earnest money deposit of successful bids shall be returned on submitting requisite performance bank gurantee.

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **7.1. DEFINITIONS**

7.1.1 In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

|                            |   |
|----------------------------|---|
| "Agreement"                | The word "Agreement" and "Contract" has been used interchangeably.  |
| EMD                        | Earnest Money Deposit   |
| P.B.G.                     | Performance Bank Guarantee (Security Deposit)   |
| “M.P. Bhawan”              | Madhya Pradesh Bhawan   |
| Party                      | The word "party" means the Successful Bidder/Contractor to whom the work of Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan for Government of Madhya Pradesh has been awarded                                 |
| Client shall mean          | "Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi.   |
| Letter of Acceptance (LoA) | Shall mean the intent of the Client to engage the successful bidder for Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan.  |
| Notice to Proceed          | Shall mean the date at which Operation & Maintenance Contract of Low Side of A.C. Plant at Madhyanchal Bhawan to commence.  |
| 'Confidential Information' | Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value. |
| Termination Date"          | Shall mean the date specified in the notice of Termination given from which the Contract shall stand terminated.  |
| Termination Notice         | Shall mean the notice of Termination  |
| Contractor                 | Shall mean the successful bidder to whom the work of Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan for Government of Madhya Pradesh has been awarded.   |
| OMC                        | Operation & Maintenance Contract of A.C. Plant  |

#### **7.2. SECURITY DEPOSIT**

7.2.1 The successful bidder within 7 days of issue of Letter of Acceptance (LoA) shall submit the performance Bank Guarantee of 5% of contract value.

7.2.2 The Performance Bank Guarantee shall be released after successful completion of work.

### **7.3. SIGNING OF CONTRACT AGREEMENT**

- 7.3.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 7.3.2 Client shall prepare the draft Articles of Agreement in the prescribed format included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 7.3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the Rs. 100/- amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 7.3.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

### **7.4. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 7.4.1 The Contractor shall commence Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan within 07 days from the date of issue of acceptance.

### **7.5 TERMS AND CONDITIONS**

- 7.5.1 EMD will be forfeited:
- i. If the offer is withdrawn/modified or alteration is sought during the period of validity of the offer or any agreed extension;
  - ii. The agency fails to Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan.
  - iii. If the agency backs out within 7 days after issue of Letter of Acceptance.
  - iv. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - v. In case of successful bidder, if the bidder.
    - a. Fails to sign the contract in accordance with the terms of the tender document
    - b. Fails or refuses to honor his own quoted prices for the services or part thereof.
    - c. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
    - d. Any other Act of the bidder which is tantamount to premature withdrawal from tender process.
- 7.5.2 The successful firm will be required to submit the bills (in triplicate) after satisfactory completion of work, efforts will be made for payment within 15 working days from the date of receipt of the bills.
- 7.5.3 Conditional tender shall not be accepted.
- 7.5.4 The tenderer cannot raise any question on terms of tender, procedure of tender and/or rejection of tender except at the time of the pre-bid conference.

- 7.5.5 The OMC should be for one year (may be extended on mutual consent).
- 7.5.6 The bill of OMC will be paid on a monthly basis after successful completion with satisfactory service.
- 7.5.7 Failure to repair/service the equipment in question within 24 hours without justifiable reason or to return the repaired part of the system within two days at the maximum may entitle a proportionate deduction in the bill in respect of the total period.
- 7.5.8 Any parts as and when required to be replaced by the vendor will be issued by the department free of cost.
- 7.5.9 OMC includes complete Operation & Maintenance Contract of Low Side of A.C. Plant at M.P. Bhawan round the clock.
- 7.5.10 If the work is found unsatisfactory or if the firm dishonours the contract the job will be entrusted to any other firm/party at the risk/expense of the contractor.
- 7.5.11 The Resident Commissioner, M.P. Bhawan reserves the right summarily to terminate the contract at any time without assigning any reason. In this connection, the decision of the Resident Commissioner M.P. Bhawan shall be final and binding on the contractor.
- 7.5.12 All the material used in maintenance must be indigenous and not imported.



**8. Special Conditions of Contract**

Round the Clock Operation and Maintenance contract of Low Side of Central A.C. Plant.

**8.1 Name of Work**

Round the Clock Operation & Maintenance contract of Low Side of Central Air Conditioning Plant, installed in Madhya Pradesh Bhawan, 2 Lokpriya, Gopinath Bardoloi Marg, Chanakyapuri, New Delih.

**8.2 Scope of work**

The Contractor will provide round the clock operating & Maintenance services for the Central Air Conditioning Plant on the following terms and condition.

- 8.2.1 The contractor shall super wise, operate and maintenance the plants directly or through his authorized trained staff without any assistance/ issuance of material from the department.
- 8.2.2 The contractor shall operate the plants as per the laid down prescribed procedure of the manufacturer and shall keep the plants properly maintained. It will be the responsibility of the contractor to keep the A/C plant installation's neat and clean and in working order.
- 8.2.3 The contractor shall have to replace the motrise valve, inlet/ outlet valve, non return valve, blower motors, canvas, thermostat, chillers pumps of 5HP/ 7.5HP with panel when found defective ensure cleaning of pipes within certain interval, insulation, cemented, including water flow switch, heating element, through operator without any extra cost, material to be provided by the department.
- 8.2.4 The contractor must ensure that there is a telephone at his residence and workshop etc along with email ID. The complaints will be lodged by the Office. The contractor shall ensure immediate rectification/ repair on receipt of such complaints.
- 8.2.5 The Contractor will ensure that the staff engaged by him bears good moral character and shall also be responsible for their good behaviour and other deeds. The contractor shall arrange for obtaining security clearance from proper authority of the persons engaged by him and replace them if so desired.
- 8.2.6 The Contractor shall be responsible for any damages caused to the plant/ equipment and shall also be responsible for any damages caused to the walls, furniture/ ceiling or any other property of M.P. Bhawan by the plant/ equipment which in service/ repair or due to any accident or act of negligence/ omission on the part of operation and maintenance staff. The cost of repairs replacement will be deducted from the bills of the contractor if he fails to carry out the same to the entire satisfaction of Engineer in charge.
- 8.2.7 All works will be carried out as per the procedures prescribed by the manufacturer or standard specification or as may directed by the engineer in charge.
- 8.2.8 The Resident Commissioner, M.P. Govt., New Delhi or through his representative will have the right to inspect the Existing work of the contractor before awarding the work through a committee to constitute for the purpose.
- 8.2.9 All the terms & conditions as laid down in M.P. PWD Vol. 1&2 shall also be applicable in addition to the terms stated above.

### **8.3 Tenderer Obligation**

- 8.3.1 The Contractor will have to provide the services of minimum of three trained operator having valid I.T.I. certificate one in each shift, round the clock. One skilled assistant also to be provide in general shift. The services of additional supervisory/ technical staff shall be provided as and when required. All the worker shall be required to make their daily attendance in the register arranges by the contractor, which will be placed at reception counter.
- 8.3.2 The Contractor will have to provide trained I.T.I. Staff/ skilled assistant against the leave vacancy/ holiday.
- 8.3.3 The Contractor will pay the workman, his wages as per the minimum wages act, approved by the Delhi Administration from time to time and will submit the documents to the Office Madhya Pradesh Bhawan every 3 months.
- 8.3.4 In addition to the minimum wage contractor will have to pay fringe benefits to all the workmen such as ESI, EPF, Bonus, Leave, Salary as per requirement of Delhi Administration rates and regulations and inform the management of M.P. Bhawan of these fringe benefits being.
- 8.3.5 The Contractor will have to strictly adhere to workman welfare/ compensation/ payment. An act as laid down by the Delhi Administration. M.P. Bhawan (M.P. Govt.) will not responsible in the event of any default.
- 8.3.6 The contractor will have to make his own arrangements for technical staff tools, equipment, spares, scaffolding etc. that may be required for the work at his own cost.
- 8.3.7 Complaint Register, Log Book for plant and history books will be provided & maintained by the Contractor & it should be deposited in the office, with his monthly bills.
- 8.3.8. The Contractor should got Police verification of their worker.
- 8.3.9 The Contractor shall provide Uniform as per norms of M.P. Bhawan.
- 8.3.10 The Contractor shall submit their monthly bill before 7th day of month.

### **8.4 Client Obligation**

- 8.4.1 Monthly running payment will be made & no advance payment shall be given.
- 8.4.2 Deductions of Taxes shall be made as per the rules.
- 8.4.3 GST will be paid extra as applicable.

### **8.5 Penalty**

- 8.5.1 Penalty of Rs. 250/- daily will be levied, if repair work is not done within 8 hrs and Rs. 100/- will be levied per hour for future delay and maximum of 5% of contract value.

### **8.6 Risk & Cost**

- 8.6.1 In the event of total failure for providing services within 24 hours, the Bhawan Authorities are free to hire services from the other service provider at the cost of contractor.

### **8.7 Termination**

- 8.7.1 The M.P. Bhawan will have the right to terminate the contract by issuing 3 days' notice if felt that the services rendered are not satisfactory or there is a delay in rendering services/ repairs. The EMD shall be forfeited and all payments shall be withhold till closing of financial year/ satisfactory repair/ re commissioning of the plant & equipment.

**8.8. Arbitration & Jurisdiction**

- 8.8.1. In the event of any dispute all matter shall be referred to Resident Commissioner, Govt. of Madhya Pradesh, M.P. Bhawan, New Delhi for arbitration, whose decision shall be final & binding.
- 8.8.2 All disputes arising out of or in any way connected shall be deemed to have arisen in New Delhi only the courts in New Delhi shall have jurisdiction.

**OFFICE OF THE RESIDENT COMMISSIONER  
MADHYA PRADESH BHAWAN, 2 LOKPRIYA GOPINATH  
BORDOLOI MARG, CHANAKYAPURI, NEW DELHI - 110021**

**SECTION -9**

Financial Bid Through e-tendering process online

**Annexure-A**

| <b>S.No.</b> | <b>Description</b>   | <b>Qty.</b> | <b>Unit</b>  | <b>Rate</b>  | <b>Amount</b> |
|--------------|--|-------------|--------------|--------------|---------------|
| <b>1.</b>    | <p>Providing one trained operator in each shift of 08 hrs. having experience of operation and maintenance of low side of AC plant and one helper in any of the shift as per requirement per day.</p> <p>The operator should have experience or replacing the motrise valve, inlet &amp; outlet valve, non-return valve, blower motors, canvas, thermostat, chillers pumps of 5HP/7.5HP with panel flow switch, heating element etc. They would ensure cleaning of pipes and strainer at specified interval, complete as pre the direction of the Engineer-in-charge.</p> |             |              |              |               |
|              | <p>48TR Chiller - 02 nos.<br/>36TR Chiller - 01 no.<br/>5.5TR Aircooled packaged units - 03 nos.<br/>11TR Aircooled Packaged Units - 02 nos.</p>   | 12<br>Month | Per<br>Month |              |               |
|              |  |             |              | <b>Total</b> |               |