



GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH
MADHYALOK, MADHYA PRADESH BHAWAN

Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705

TENDER DOCUMENT

ENGINEERING OPERATION & NORMAL MAINTENANCE SERVICES
(OPERATION AND NORMAL MAINTENANCE SERVICES FOR CIVIL/ ELECTRICAL/ MECHANICAL/
ELECTRONICS INSTALLATION)

AT

MADHYALOK, MADHYA PRADESH BHAWAN

PLOT NO 23-24, SECTOR 30A,
VASHI NAVI MUMBAI- 400705



A:- NIT AND TECHNICAL BID

Pages 01 to 56 (Part -'A')
Pages 57 to 59 (Part -'B')
Including cover pages

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
MADHYALOK, MADHYA PRADESH BHAWAN
Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
Website: www.mpbhawan.gov.in or www.mptenders.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

TENDER DOCUMENT FOR

Hiring of Agency for

Engineering Operation & Normal Maintenance Services
(OPERATION AND NORMAL MAINTENANCE SERVICES FOR CIVIL/ ELECTRICAL/ MECHANICAL/
ELECTRONICS INSTALLATION)

For

MADHYALOK, MADHYA PRADESH BHAWAN
PLOT NO 23-24, SECTOR 30A,
VASHI, NAVI MUMBAI – 400705

SECTION-1

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH
MADHYALOK, MADHYA PRADESH BHAWAN
Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
Website: www.mpbhawan.gov.in or www.mptenders.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

Tender No. 05/March/Madhyalok/Maintenance/2019

05/03/2019

NOTICE INVITING TENDER

- 1.1 Sealed tenders for Job Work in State Guest House of Government of Madhya Pradesh at Navi Mumbai, namely, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai are invited for the activities of Engineering Operation & Normal Maintenance Services - with two bid system (Technical bid & Financial bid through e-Tendering) in the prescribed proforma from interested Registered Companies for one year from the date of start of work.
- 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: www.mpbhawan.gov.in or www.mptenders.gov.in and submission of bids in such downloaded forms should be accompanied by non-refundable cost of the form ₹ 2,000/- (Rs. Two Thousand 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 02/ 04 /2019 on site www.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 02/04/2019, up to 3.00 PM and the same will be opened in the presence of such bidder who may wish to be present in the office of the Resident Commissioner, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 on 03/04/2019 at 3.30 PM.
- 1.6 Technical bid must be submitted in two cover system, 1st for technical bid subscribing Engineering Operation & Normal Maintenance Services and IInd for EMD ₹ 50,000/- (Rs. Fifty Thousand only), technical bid and EMD paid online payment receipt towards online EMD payment to be enclosed in the IInd envelope.
- 1.7 A pre-bid conference will be held on 18/03/2019 at 03.00 PM in the Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
- 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.

Jt. Resident Commissioner
M.P. Bhawan, Mumbai

SECTION-2

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH
MADHYALOK, MADHYA PRADESH BHAWAN
Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
Website: www.mpbhawan.gov.in or www.mptenders.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

2. BRIEF INFORMATION ON BID DOCUMENT

Tender No.	05/March/Madhyalok/Engineering/2019
Duration of Contract	One year (may be extended on mutual consent)
Last date and time of submission	02/04/2019 upto 3.00 p.m.
Date and Time of Opening of Technical Bid	03/04/2019 at 3.30 p.m.
Date and Time of Pre-bid conference	18/03/2019 at 3.00 p.m.
Date of opening of Financial Bid for Technically qualified Bidders	To be notified later
EMD (Online)	₹ 50,000/-
Cost of Tender Document	₹ 2,000/-
Validity of Bid	120 days
Total No. of Pages of Tender Document	59
Address & Venue of Submission of Bids	Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
Contact person for clarification, if any (During office hours)	Sh. Sanjay Kumar Mishra Joint Resident Commissioner, Madhyalok, Navi Mumbai 022-27811081 Mob. 9425137980

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
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MADHYALOK, MADHYA PRADESH BHAWAN
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TENDER DOCUMENT FOR

Hiring of Agency

ENGINEERING OPERATION & NORMAL MAINTENANCE SERVICES

For Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai

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ENGINEERING OPERATION & NORMAL MAINTENANCE SERVICES

4.1. TECHNICAL BID

4.1.1	Name of Tendering Company	
4.1.2	Names of Directors	
4.1.3	Full Particulars of Office	
4.1.3. A	Address	
4.1.3.B	Telephone No.	
4.1.3.C	Fax No.	
4.1.3. D	E-mail Address	
4.1.4	<i>Full Particulars Of The Bankers Of Company, With Full Address / Tel. No.</i>	
4.1.4.A	Name of the Bank	
4.1.4.B	Address of the Bank	
4.1.4.C	Telephone No.	
4.1.4.D	Fax No.	
4.1.4.E	E-mail address	
4.1.4.F	Alternative E-Mail Address	
4.1.5	<i>Registration Details</i>	
4.1.5.A	PAN/TAN No.	
4.1.5.B	GST Registration No.	
4.1.5.C	E.P.F. Registration No.	
4.1.5.D	E.S.I. Registration No.	
4.1.6	<i>Details of Earnest Money Deposit</i>	
4.1.6.A	Amount (₹)	
4.1.6.B	Transaction date (online)	
4.1.6. C	Drawn on Bank	
4.1.6.D	Valid up to	
4.1.7	<i>Audited Balance Sheets</i>	
4.1.7.A	Audited Balance Sheets for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.B	Audited Income Expenditure Statement for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.C	Audited Profit and Loss Account Statement 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.D	Audited Report Statement for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	

4.2 Details of Staff & Past and Present Contracts

4.2.1 Details of the past contracts for Engineering Services in Hotels/Guest Houses

	Name and Address of the organization / department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details regarding the contract including manpower deployed	Value of Contract (₹)	Duration of Contract		Present status of contract
				From	To	
				DD/MM/YYYY	DD/MM/YYYY	
4.2.1.1						
4.2.1.2						
4.2.1.3						
Additional information, if any						

4.2.2 Details of the existing contracts for Engineering Operation & Maintenance Services in Hotels/Guest Houses

	Name and Address of the organization/ department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details of contract	Manpower deployed Maintenance Engineering	Value of Contract (₹)	Duration of Contract	
					From	To
					DD/MM/YYYY	DD/MM/YYYY
4.2.2.1						
4.2.2.2						
4.2.2.3						
Additional information, if any						

4.2.3 Please furnish detail of employees existing contract wise working with your company as available in electronic challan cum return (ECR) provided by Employees Provident Fund Organisation (EPFO) for the month of January 2019.

.....(Please provide details).....

4.2.4 Details of the Company Personnel not deployed anywhere, presently

	Name of the company	Manpower not deployed, but on roll with the company	Manpower not deployed since
			From
			DD/MM/YYYY
4.2.3.1			
4.2.3.2			
4.2.3.3			
Additional information, if any			

4.3 Details of Plant and Machinery

Sl. No	Name and Make of Machinery	Nature of Use	Value (Apprx.)
4.4.1			
4.4.2			
4.4.3			

The above formats may be used to provide requisite details and separate sheets may be used.

4.4 DECLARATION

- 4.4.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 4.4.2 The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 4.4.3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Mumbai during the period of contract.
- 4.4.4 The Performance Security deposited by me shall remain in the custody of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 till two month beyond the expiry of the contract. The performance Security Deposit will not carry any interest.
- 4.4.5 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 4.4.6 I will be wholly responsible for providing Engineering Operation & Normal Maintenance Services at Madhyalok.
- 4.4.7 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 4.4.8 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.
- 4.4.9 Should any lapses occur from me or on my workers part, while discharging the services, Resident Commissioner, Govt. of M.P., Mumbai may cancel my contract and award the work to another agency and the cost difference may be recovered from me.
- 4.4.10 There is no vigilance/CBI or court case pending against the firm and also has not been blacklisted.
- 4.4.11 I agree that the decision of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 regarding acceptance/rejection of the Tender shall be final.
- 4.4.12 I indemnify Resident Commissioner, Govt. of M.P., Mumbai 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.

4.5 Affirmation

- 4.5.1 I, _____ Son / Daughter of Smt/ Shri _____ Director / Authorised Signatory of _____ affirm that I am competent to sign this declaration and execute this tender document.
- 4.5.2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 4.5.3 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: _____ Signature of Managing Director/ Authorized Signatory
Place: _____ Name:
Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company on Rs. 100/- Non Judicial Stamp paper duly notarised, should be enclosed with Technical Bid.

INSTRUCTIONS TO THE BIDDERS

5.1 GENERAL INSTRUCTIONS

- 5.1.1 For the Bidding / Tender Document Purposes, "Office of the Resident Commissioner, Government of Madhya Pradesh, Navi Mumbai" shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 5.1.2 The sealed technical bid & EMD receipt should be delivered in the Office of the Joint Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 stipulated date and time.
- 5.1.3 Tender documents shall be downloaded from the website: www.mpbhawan.gov.in and www.mptenders.gov.in and submission of bids in such downloaded forms should be accompanied by non-refundable cost of the form ₹ 2,000/- (Rs. Two Thousand only) to be paid online.
- 5.1.4 (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 visit personally the work place i.e. Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 to acquaint himself first hand, the services required before bidding. Ignorance of any kind will not be entertained later on.
- 5.1.5 Each page of the Tender documents must be stamped and signed by the 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.**
- 5.1.6 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.
- 5.1.7 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.
- 5.1.8 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship or Partnership Firm / JV Consortium is not permitted.
- 5.1.9 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- Members of a Hindu Undivided Family.
 - Their husband or wife.
 - The one is related to the other in the manner as father, mother, son/s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)
- 5.1.10 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the client shall be the Office of the Joint Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Navi Mumbai.
- 5.1.11 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a

separate letter sent by registered post with acknowledgement due to the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

- 5.1.12 The requirements of personnel and resources are tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

5.2 MINIMUM ELIGIBILITY CRITERIA

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

- 5.2.a Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Or Single owner Proprietorship. Bidder in the form of JV/consortium, Partnership is not permitted. Proof for supporting the legal validity of the Bidder shall be submitted.
- 5.2.b Registration: The Bidder should be registered with the Income Tax Department and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation, GST.
- 5.2.c Returns: The Bidder should also submit returns of Sales/Service Tax Department, and Income Tax Department for last three years. Relevant proof in support shall be submitted.
- 5.2.d Experience: The Bidder should have experience in the similar field of Engineering Operation & Normal Maintenance Services as described in Section-8 of this contract in the Government Departments / Public Sector (Central or State) for the last three consecutive years. The authorities may consider the experience of reputed organisation of bidders, if the bidders with experience in Govt./Undertaking organisation are not substantial, for proper and effective competition. The bidders should submit documentary proof for how many years in past, they are in operation in similar field.
- 5.2.e The bidder has to submit the relevant satisfactory work experience certificates in similar field to the tune of total of 03 works of ₹ 8 Lakh each or 02 works of ₹ 12 Lakh each or 01 work of ₹ 25 lakh in last 07 financial years.

5.2.2.1 Documents supporting the Minimum Eligibility Criteria

- 5.2.2.i In proof of having fully adhered to the minimum eligibility criteria at 5.2(a), attested copy of Certificates of Incorporation issued by the respective registrar of companies.
- 5.2.2.ii In proof of having fully adhered to minimum eligibility criteria at 5.2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration and GST Registration.
- 5.2.2.iii In proof of having fully adhered to minimum eligibility criteria at 5.2(c), attested copies of Returns of last three years returns from Sales/Service Tax/ GST Department, Income Tax Department.
- 5.2.2.iv In proof of having fully adhered to minimum eligibility criteria at 5.2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs,
- 5.2.2.v Attested copy of the Audited Balance Sheets for the last 3 completed financial years i.e. for 2014-2015, 2015-2016 and 2016-2017, and Provisional or Audited Balance Sheet of 2017-18.
- 5.2.2.vi Attested copy of EPFO and ESI Challans in support of available manpower (duly submitted to EPFO and ESIC) in respect of the previous four quarters shall be acceptable.

5.3 EARNEST MONEY DEPOSIT:

- 5.3.1 The bid should be accompanied by an Earnest Money Deposit of ₹ 50,000/- (Rupees Fifty Thousand only) to be paid online while applying for the tender.
- 5.3.2 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.
- 5.3.3 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 shall be forfeited to the Government.
- 5.3.4 The bids without Earnest Money shall be summarily rejected.
- 5.3.5 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.
- 5.3.6 The Earnest Money may be forfeited:
 - 5.3.6.a If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - 5.3.6 b In case of successful bidder, if the bidder
 - 5.3.6 b(i) Fails to sign the contract in accordance with the terms of the tender document
 - 5.3.6 b(ii) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - 5.3.6 c(iii) Fails or refuses to honor his own quoted prices for the services or part thereof.

5.4 VALIDITY OF BIDS

- 5.4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 5.4.2 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.
- 5.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.5 PREPARATION OF BIDS

- 5.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.5.2 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:

- 5.5.2 a Technical Bid Submission Form duly signed and printed on Company's letterhead(Section-4).
- 5.5.2.b Signature and Stamp on each page of the tender document.
- 5.5.2 c Contact Details Form, duly filled and signed (Section 4.1)
- 5.5.2 d Financial Capacity form –filled in signed and stamped (Section 5.2e)
- 5.5.2.e Earnest Money Deposit of ₹ 50,000/- (online)
- 5.5.2.f Online deposit of cost of Tender form ₹ 2,000/-.
- 5.5.2.g All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5 (para5.2 and 5.2.1 above).
- 5.5.2 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 No. 05/March/Madhya Lok/Security/2019 with the Name and address of the Bidder.

- 5.5.3 Online Financial Bid: Bidder should prepare Online financial Bid in the Price Schedule as provided in the Tender Document (Section-11).

5.6 SUBMISSION OF BIDS

- 5.6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) online EMD payment receipt, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed. Financial bid will be submitted online as per Clause 5.5.3 above.
- 5.6.2 The Bid shall be submitted not later than 3.00 PM of 02/04/2019 addressed to Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705.
- 5.6.3 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.
- 5.6.4 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, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 5.6.5 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.

5.7 PRE-BID (BID OPENING PROCEDURE)

- 5.7.1 It is compulsory that every bidder should visit the work place to get acquainted with work conditions as well as to attend the pre bid meeting. Otherwise their bid may be disqualified at Technical bid stage. The pre bid will be held at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 on scheduled date.
- 5.7.2 The Technical Bids shall be opened in the Committee Room of the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector

30A, Vashi, Navi Mumbai-400 705 on 03/04/2019 at 03:30 PM by the Committee authorized by the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 in the presence of such bidders who may wish to be present or their representatives.

- 5.7.2 The online financial bids of only those bidders whose Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 5.7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 5.7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 5.7.5 All the present Bidders or their representatives shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 5.7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 5.7.7 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.
- 5.7.8 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.
- 5.7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present.
- 5.7.10 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.

5.8 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 5.8.1 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.
- 5.8.2 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.
- 5.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1
- 5.8.4 Similar work:- means comprehensive job executed in the field of Engineering Operation & Normal Maintenance Services. The bidder must have comprehensive experience in at least any of the two fields, as mentioned above.

5.9 TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 5.9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately by committee appointed by the Competent authority, whose decision will be final and binding.
- 5.9.2.1 The technical bid evaluation shall be done based on the following criteria:

5.9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

	Items of Evaluation	Marks Awarded
(i)	Number of years in Operation in Similar Field	Max 25 Marks
	(a) 1- 3 years	01 Marks
	(b) 3-5 years	05 Marks
	(c) 5-10 years	15 Marks
	(d) 10 years and above	25 Marks
(ii)	Turnover (<i>Last Financial Year</i>)	Max 25 Marks
	(a) Less than 1.0 crore	01 Marks
	(b) 1.0 to 1.99 crores	05 Marks
	(c) 2.0 to 2.99 crores	10 Marks
	(d) 3.0 to 3.99 crores	15 Marks
	(e) 4.0 crores and above	25 Marks
(iii)	Number of Manpower on roll prior to six months of date of bid in only similar works. (Only manpower engaged on related comprehensive job work will be considered. Manpower supplied as outsource will not be considered)	Max 25 Marks
	(a) 50- 100	01 Marks
	(b) 100- 200	05 Marks
	(c) 201-300	10 Marks
	(d) 301-400	15 Marks
	(e) 401 and above	25 Marks
(iv)	Quality Related Marks	Max 25 Marks
	(a) ISO 9001, ISO 14001 (since less than 5 years)	05 Marks
	(b) ISO 9001, ISO 14001 (since more than 5 years)	05 Marks
	(c) SA8000	05 Marks
	(d) OHSAS18001	05 Marks
	(e) Govt. issued A grade electrical license	02 Marks
	(f) Supervisory license	02 Marks
	(g) PWD license	01 Marks

5.9.2.3 Along with the requirement of clause 5.9.2.3, a Bidder must secure mandatorily a minimum total percentage of 60% marks through the marking system detailed in clause 5.9.2.2 above in Technical Evaluation in order to be a qualified bidder for being for opening of financial bids.

5.9.3 The financial bids of those bidders who qualifying in the technical evaluation shall be opened on schedule date.

5.10 FINANCIAL BID OPENING PROCEDURE

- 5.10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 5.10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies.
- 5.10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 5.10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/ correction of arithmetical error in the financial bid if any.
- 5.10.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

5.11 RIGHT OF ACCEPTANCE:

- 5.11.1 The Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai, 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 bid. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai in this regard shall be final and binding.
- 5.11.2 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.
- 5.11.3 The competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai 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.
- 5.11.4 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, Mumbai reserves the right to award the contract to the next higher bidder 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. The next higher bidder (s) shall be negotiated to bring down its bid to L1 level or close to that level.
- 5.11.5 The Resident Commissioner, Government of Madhya Pradesh, Mumbai-21 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.

5.12 NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE"

- 5.12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate to him, 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.

- 5.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 5.12.3 The time taken between the date of issue of LoA and Notice to Proceed (see clause 6.3) shall not prevent the contractor to mobilize the man power and its resources.

5.13 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 5.13.1 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 the eligible financial Bids.
- 5.13.2 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.
- 5.13.3 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.
- 5.13.4 The earnest money deposit of the successful bidder will be returned after the signing of agreement and submission of Performance Bank Guarantee as per contract.

GENERAL CONDITIONS OF CONTRACT (GCC)**6.1 DEFINITIONS**

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

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
“Madhyalok”	State Guest house of Govt. of Madhya Pradesh, Madhyalok, Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705
Party	The word "party" means the Successful Bidder/Contractor to whom the work of providing and Engineering Operation & Normal Maintenance Services has been awarded and the Client " Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
PBG	Performance Bank Guarantee
PMEC	Performance Monitoring and Evaluation Committee
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for Engineering Operation & Normal Maintenance Services in its premises.
Notice to Proceed	Shall mean the date at which the Engineering Operation & Normal Maintenance Services are to commence in Client's premises.
'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 commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of Engineering Operation & Normal Maintenance Services in Client' premises has been awarded.

6.1.2 CONFIDENTIALITY

6.1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

6.1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

6.2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 6.2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee issued by any nationalised bank in Mumbai, a sum equivalent to 5% of the total value for one year of the accepted contract in favour of “**Additional Resident Commissioner, Govt. of Madhya Pradesh Bhawan, M.P. Bhawan, New Delhi**”, payable at New Delhi and has to keep such Bank Guarantee alive beyond two months of the contract period.
- 6.2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 6.2.2.a If the contractor is called upon by the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Resident Commissioner, Government of Madhya Pradesh, MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 6.2.2. b On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the contractor

6.3 NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to execute the contract by providing personnel, services etc. at the specified locations.

6.4 SIGNING OF CONTRACT

- 6.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract in accordance with Section 10 (Form -III) of the contract duly printed on Non Judicial Stamp of Rs. 100 duly notarised within 2 days of receipt of LoA.

6.5 SERVICES REQUIRED BY THE CLIENT

- 6.5.1 The Contractor shall be providing Engineering Operation & Normal Maintenance Services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 6.5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process subject to the recommendations and Evaluation Committee (refer clause

6.11) A schedule of charges shall be annexed to the contract document after finalizing the amount at the conclusion of Bidding process.

- 6.5.3 The Contractor shall provide Engineering Operation & Normal Maintenance Services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6.6 COMMENCEMENT OF SERVICES

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

- 6.6.1 Submission of Performance Bank Guarantee in accordance with Clause 6.2 (Section-6).
- 6.6.2 The Contractor shall commence Engineering Operation & Normal Maintenance Services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 6.3 (Section-6)
- 6.6.3 On commencement of the services, the contractor to ensure that he has taken over all the articles as per inventory prepared, and the same to be handed over back to the client after expiry of the contract in good condition. The contractor will also be responsible for all the inventories issued during the course of the contract. Any shortage or damages due to careless handling will have to be borne by contractor.

6.7 CONTRACTOR'S OBLIGATIONS

- 6.7.1 The Contractor shall provide Engineering Operation & Normal Maintenance Services at Client's premises as per Schedule of Work / Requirements (Section-7) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.7.2 The Contractor shall provide Engineering Operation & Normal Maintenance Services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (including but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor.
- 6.7.3 The Contractor shall necessarily submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities along with details of names, EPF/ ESI account numbers, amounts deposited into each such account etc. month-wise for every month of performance under the contract within 2 months after the end of any month, failing which monthly payments shall be liable to be withheld.
- 6.7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time.
- 6.7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies exempted.
- 6.7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.7.7 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Schedule of Requirements.
- 6.7.8 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same.

- 6.7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 6.7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost. The uniform dress code to be got approved by authorities of the Client. The contractor will have to ensure that their personal are in neat specified dress code with hygienic and neat appearance during allocated duty hours.
- 6.7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc., and proof of the same needs to be submitted by the Contractor on monthly basis.
- 6.7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel in the first week of the succeeding month for which the wages have been paid.
- 6.7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.7.16 The Contractor shall not deploy any person below the age of 18 years old. Manpower engaged for the purpose should be pre-trained in requisite fields.

6.7.17 Contractor's Personnel.

- 6.7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof
- 6.7.17.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 6.7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges).
- 6.7.17.4 The contractor will have to submit the police verification and sound health certificate from recognised doctors of its employees before engaging them on duty at the premises.

6.8 CONTRACTOR'S LIABILITY

- 6.8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its personnel engaged in the provision of the Engineering Operation & Normal Maintenance Services to the Client.
- 6.8.2 The Contractor shall not be liable in any way whatsoever for any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to the Client resulting from or in connection with any Act of Terrorism or War;

- 6.8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 6.8.4 The contractor will maintain a computerised feedback monitoring system, which will be administrated by the Client Authorities. The necessary Data Entry will be made by the contractor with regard to the feedback collected from the locations specified at any time by the client, and action taken by the contractor on a daily basis. Failure to do so will attract a minimum penalty of ₹ 500/- per occasion, while a repeated default will attract additional penalties.
- 6.8.5 The contractor will ensure that its persons are all time available on every floor and every area designated by the Client as per their duty charts for attending to guest calls/ complaints etc., and they should attended immediately and satisfactorily to the same, and/or bring to the notice of authorities while also registering the complaints in the complaint register as prescribed or agreed to by the Client, ensuring their prompt compliance at the earliest and within the Turn-Around-Times decided or agreed to by the Client.
- 6.8.6 The Contractor at all times should indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workmens' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Maharashtra Shops and Establishment Act, 1948 or any modification thereof or any other law/ Act relating thereto and rules made there under from time to time, with regard to the performance of this contract, and the Client/ MP Bhawan Authorities shall not own any responsibility in this regard.

6.9 CLIENT'S OBLIGATIONS

- 6.9.1 Except as expressly otherwise provided, the Client shall, at his own expense, provide the material and facilities reasonably expected of him, which shall not include those to be provided by the Contractor under this contract as detailed in the various portions of this contract including but not limited to Section 8 "Scope of Work", Section 9.1 "Resources Requirement" and Section 9.3 .
- 6.9.2 The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them. The Client will consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor in connection with the performance of this contract in this context.
- 6.9.3 The Client shall make available such officials/ staff as are considered necessary and required by the Client in order to enable the Contractor to properly provide the Engineering Operation & Normal Maintenance Services under this contract, and he will suitably consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor to him in this regard.
- 6.9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employer relationship with any of the workers of the Contractor or with the Contractor himself.

6.10 VALIDITY OF CONTRACT

- 6.10.1 The contract, if awarded, shall be for a *period of one year which may be extended with mutual consent.*
- 6.11 In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the PBG amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

6.11 PAYMENTS

- 6.11.1 The price schedule according to which payments are to be made to the Contractor by the Client, subject to the other conditions relating to satisfactoriness of performance.
- 6.11.2 The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time on service contracts. The same shall be charged in addition to the applicable rate.
- 6.11.3 The Contractor shall raise his invoice per month and submit the same to Client by 7th day of every following month. The Client shall make all endeavors to make payments within 15 to 20 days from the date of the receipt of the invoice from the Contractor subject to providing of all required documentary support by the Contractor, the satisfaction of the Client about the claims and the quality of performance by the Contractor, and the applicability of the various clauses of this contract to the same.
- 6.11.4 The cost of the Contract shall remain valid for a period of one years, which may be extended with mutual consent.
- 6.11.6 With reference to Clause 7.8 of this contract, in addition to the contract payments, the Client shall pay for additional services outside the agreed scope of work and the agreed scope of performance of this contract, if any, asked for by the Client and provided by the Contractor, at any time. The payment for the variation shall be worked out on the basis of contract rates for personnel and on prorata basis for materials, equipment, toiletries etc. and as mutually agreed. The decision of Resident Commissioner in this regard will be binding on both the parties.
- 6.11.7 All payments shall be made in Indian Currency by made of Bank ECS.
- 6.11.8 Client shall be entitled to deduct in accordance with applicable law, Income Tax or other deductions from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 6.11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of this contract.

6.12 FORCE MAJEURE -OBLIGATIONS OF THE PARTIES

- 6.12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:-
- 6.12.1.i War, hostilities, invasion, act of foreign enemy and civil war;

- 6.12.1.ii Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- 6.12.1.iii Epidemics, quarantine and plague;
- 6.12.1.iv Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 6.12.2 The date of commencement of the event of Force Majeure;
- 6.12.3 The nature and extent of the event of Force Majeure;
- 6.12.4 The estimated Force Majeure Period,
- 6.12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 6.12.6 The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 6.12.7 Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the Parties under the Contract.

6.13 TERMINATION

- 6.13.1 This Contract may be terminated forthwith by either party by giving written termination letter to the other if
 - 6.13.1.1 the other party is in material breach of its obligations under this contract and/ or, in the case of such breaches capable of being remedied fails to remedy that breach,
 - a. so far as Contractor is concerned within a maximum of 48 hours (the nature of the contract being service oriented) with forfeiture and encashment of the performance security of the Contractor by the Client, and
 - b. so far as the Client is concerned within 90 days, of receiving of a notice of such breach.
- 6.13.2 The Contract may be terminated forthwith by the Client by giving 30 days written notice to the Contractor, if
 - 6.13.2.1 in case of breach of any of terms and conditions of the contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of Performance Bank Guarantee shall be forfeited and encashed.
 - 6.13.2.2 the Contractor does not provide Engineering Operation & Normal Maintenance Services satisfactorily as per the requirements of the Client or / and as per the conditions of the contract.
 - 6.13.2.3 the services of the Contractor are not required by the Client.
 - 6.13.2.4 the Contractor goes bankrupt and is declared insolvent.

6.14 CURRENCIES OF BID AND PAYMENTS

- 6.14.1 The Bidder shall submit his price bid / offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees (INR).

6.15 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 6.15.1 The contractor shall be responsible for all rules/regulations of central and state Government and Government instructions. That will be applicable and issued during the course of contract.
- 6.15.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including terms may be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.
- 6.15.3 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Navi Mumbai.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

7.1 INDEMNIFICATION:

- 7.1.1 The Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various labour and employment laws as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as Performance Guarantee or from either the personal property of bidder or property owned by his company by way of initiating suitable legal litigation against the Contractor at any point of time.
- 7.1.2 The Contractor at all times should indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workmens' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Maharashtra Shops and Establishment Act, 1948 or any modification thereof or any other law/act relating thereto and rules made there under from time to time. MP Bhawan Authorities will not own any responsibility in this regard. The contract shall initially be valid for period of Five years and may be extended further for such period on mutual agreement subject to satisfactory performance, on the same terms and conditions.

7.2 LABOUR LAW COMPLIANCES

- 7.2.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- 7.2.1.a All wages and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 7.2.1.b It is mandatory that the employees must be paid through bank by ECS/cheques.
- 7.2.1.c It shall be the duty and responsibility of the Contractor to ensure that the wages / remunerations to any of the persons deployed by him in or in relation to Client premises are not paid lesser then the statutory minimum wages as applicable with regard to each such person at any point of time during the Contract period. It shall also be the duty & responsibility of the Contractor to ensure full compliance with laws, rules and government guidelines relating to EPF, ESI, Bonus, Leave etc. and any other relevant and applicable labour and other laws with respect to each of the persons deployed by him (contractor) in or in relation to the work and/ or the premises of the Client.
- 7.2.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

- 7.2.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 7.2.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 7.2.5 The Contractor shall submit periodical returns as may be specified from time to time.

7.3 OFFICIAL RECORDS:

- 7.3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed for the work.
- 7.3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-avis action taken etc.
- 7.3.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of personnel with Certificate that the same have been deposited with ESIC/EPFO Commissioners.
- 7.3.4 Each monthly bill must accompany the:
 - 7.3.4 (a) List of employees with their date of engagement
 - 7.3.4 (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits such as ESIC/EPF/Bonus etc.
 - 7.3.4 (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC with details of names, account numbers, depositions etc..
 - 7.3.4 (d) Declaration of the Contractor regarding payment of EPF /ESIC.
- 7.3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the personnel.

7.4 CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- 7.4.1 Are trained in and exhibit manners and etiquettes as per standard norms of 4 and higher star hotels.
- 7.4.2 Are always smartly turned out and vigilant.
- 7.4.3 Are punctual and arrive at least 15 minutes before start of their duty time.
- 7.4.4 Take charges of their duties properly and thoroughly.
- 7.4.5 Perform their duties with honesty and sincerity.
- 7.4.6 Read and understand their duties/post and site instructions and follow the same.
- 7.4.7 Extend respect to all Guests, Officers and staff of the office of the Client.
- 7.4.8 Shall not drink alcohol or be inebriated or intoxicated under influence of liquor or drugs of any kind while on duty, or come drunk and report for duty.
- 7.4.9 Will not gossip or chit chat while on duty.
- 7.4.10 Will never sleep while on duty post.
- 7.4.11 Will not read newspaper or magazine or watch TV while on duty.
- 7.4.12 Will immediately report if any untoward incident misconduct or misbehavior occurs, to Vendor Control and the Client.
- 7.4.13 When in doubt, approach concerned person immediately.

- 7.4.14 Get themselves checked by security personnel whenever they go out.
- 7.4.15 Do not entertain visitors.
- 7.4.16 Shall not smoke in the office premises.
- 7.4.17 Report any suspicious activity having security implication to the Client's representative at site.
- 7.4.18 Deposit their mobile phone with the designated office of the contractor while they are on duty.

7.5 CONFIDENTIALITY

- 7.5.1 The phone number and movement plans of the client shall not be given to anyone.
 - 7.5.1.1 The following information about the Client or of any of his officer(s)/ official(s) or of the guests or the visitors to the premises shall not be given to anyone.
 - 7.5.1.1.1 Car make, color and number of the vehicle(s).
 - 7.5.1.1.2 Telephone no/ any other information.
 - 7.5.1.1.3 Location and movement plans.
 - 7.5.1.1.4 Meetings and conference schedules.
 - 7.5.1.1.5 Site plan of the premises.
 - 7.5.1.1.6 Travel details of the clients.
 - 7.5.1.1.7 Assets of the office.

7.5.2 FRISKING/ CHECKING PROCEDURES

All contractor's staff will be thoroughly frisked at the time of entry and their leaving the office premises.

7.6 SUPERVISION AND MISCELLANEOUS REQUIREMENTS

- 7.6.1 The Contractor shall depute full time Senior Electrical/ Civil Supervisor in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of personnel are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 7.6.2 The Contractor's Senior Electrical/ Civil Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 7.6.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the personnel are fulfilled through Contractor or its Supervisor.
- 7.6.4 The Contractor shall ensure Senior Electrical/ Civil Supervisor who should be prompt enough to initiate all required action.
- 7.6.5 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of engineering and other works as expected under this contract using appropriate materials and tools/ equipments.
- 7.6.6 The Contractor should ensure the Health and safety measures of the employees. Government may also conduct health checks of the staff deployed at regular intervals.
- 7.6.7 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

- 7.6.9 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Government besides annulment of the contract.
- 7.6.10 The Contractor must provide standard liveries to its engineering staff/ supervisors/. The staff shall be in proper uniform as approved by Authorities and with their identity cards properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of Joint Resident Commissioner, Mumbai.
- 7.6.12 The Client will provide space for locker to the Contractor in the premises. The worker deployed by the contractor will store all their liveries, materials, equipment's in the store room.
- 7.6.14 During the course of contract any communication made by the client to the contractor by post/courier/speed post/E-mail/ hand delivery will be deemed to be delivered to the contractor.
- 7.6.15 The Contractor will be bound not to change the trained staff once engaged from the premises without the prior permission of the Client, and this is not until and unless it becomes very necessary. In any case, however, frequent changes will not be permitted.
- 7.6.17 All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Joint Resident Commissioner, Mumbai.
- 7.6.18 The Contractor or its representative/s shall meet House Manager/ Joint Resident Commissioner regularly to take feedback regarding the Engineering Services. The Contractor will also maintain a suggestion book for comments on the services rendered by it.
- 7.6.19 Measure of success will be based on the feedback from the guests and staff which will be recorded and action report needs to be submitted every month by the Contractor.

7.7 VARIATIONS

The competent authority of the Client may order variations in the scope or quantum of work through a written variation order. By doing so the Client may ask the Contractor for additional services of same or similar nature as already assigned to the Contractor by this contract, but outside the agreed scope of work and the agreed scope of performance of this contract, at any time, or may even reduce the scope or quantum of the contract if he so deems appropriate and/ or required.

The payment for the variation shall be worked out on the basis of contract rates for personnel and on prorata basis for materials, equipment, toiletries etc. as mutually agreed.

7.8 PAYMENT PROCEDURE

Bill will be raised in the first week of the succeeding month in triplicate. Payment of the bill will be based on computerised print outs in standardized proforma approved by the Client along with computer generated attendance sheet in respect of the persons deployed.

7.9 LIQUIDATED DAMAGES

Whenever and wherever it is found that the services provided by the Contractor is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by the Client and if no action is taken to restore the damages to the satisfaction of the Client, the liquidated damages, and agreed to by the Resident Commissioner, shall be recovered. The decision of Resident Commissioner shall be final in this regard.

7.10 MANPOWER

- 7.10.a. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to MP Bhawan Authorities. The penalty in this respect shall be as per the penalty clause 7.14.
- 7.10.b. The Contractor should ensure to maintain adequate number of personnel and also arrange a pool of standby.

7.11 MATERIALS

Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, no harmful to humans and property should be used.

7.12 RISK CLAUSE

- 7.12.1 The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.
- 7.12.2 Client Authorities reserve the right to get the work done by its' own or by any other agency at the cost, risk and responsibilities of Contactor and excess expenditure incurred on account of this will be recovered from the Contractor Security Deposit or pending bill or by raising a separate claim.
- 7.12.3 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Government and shall not knowingly lend to any person or company any of the effects or assets of the Government under its control.
- 7.12.4 In the event of loss/damage of equipments etc. at the premises of the Government due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to Government.
- 7.12.5 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Government's premises and shall indemnify Government for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- 7.12.6 The Contractor shall not assign or sublet this Agreement or any part thereof to any third part without the approval of the Government. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- 7.12.7 In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- 7.12.8 Appointment of Senior Electrical/ Civil Supervisor will be done in consultation with Additional Resident Commissioner and must be approved by them.
- 7.12.9 Training on behavior aspects, ethics and related issues must be done regularly. Government's/Client's ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- 7.12.10 Licenses/ permissions/ registrations etc. if any required for Engineering services at the site will be procured by the Contractor.

7.14 PENALTY CLAUSE

The Contractor will be penalised for the breach of it's liabilities as below:-

S.N.	Description	Minimum Penalty
7.14.1	Absenteeism of the staff	Rs.500/- per each absenteeism & the amount of the pay for the period of absenteeism as derived
7.14.2	Non-functioning of equipments/ maintenance tools (beyond 24 hours for minor repairs and 72 hours for major repairs) which are supposed to be provided by the contractor	Rs.500/- per day per instance
7.14.3	Misconduct/ disobedience/without uniform	Rs.500/- per day per instance
7.14.4	Non-compliance of the complaints conveyed 1. Minor complaint- to be attended within 2 hours 2. Major complaint- to be attended within 24 hours	Rs.500/- per day per instance
7.14.5	Damage to the property/equipment etc. caused due to the negligence of its staff	The actual cost of repair/ replacement with additional 10% of the cost incurred on repairing/ replacement will be charged as administrative cost
7.14.6	Violation of any clause or sub-clause or its portion in this contract	Rs.500/- per instance

Signature of tenderer with seal

SECTION - 8

8. Scope of work

8.1 The contractor will have to operate and normal maintain the Engineering installation including Civil works/Electrical/Mechanical and electronic equipments installed in Madhyalok, Navi Mumbai. The tentative list of such Electrical/Mechanical and Electronic equipments installed in Madhyalok is described in 8.2 below.

8.2 List of Facilities and Engineering installation including Electrical/Mechanical and Electronic equipments installed in Madhyalok with their location in the building and brief specification.

DETAILS OF SERVICES/EQUIPMENT PLACING							
SN.	Floor	Services	Description	Makes/Model No.	Qty/Set	Capacity	Location
A	Terrace						
1		Lift	Lift Machine Room	Mitsubishi	4		
			P1			13 Passager(884KG)	VIP Block
			P2			13 Passager(884KG)	VIP Lift
			P3			13 Passager(884KG)	General Block
			P4			8 Passager(884KG)	General Block
2		Water Heater					
a			Solar Water Heater	Bosch			Terrace
			Non Pressurised - 2C solar water Heater (Solar Plate)		3	100 LPP	
b			Water Boiler Tank	Heizer	1	200 to 500 Ltr	
3		HVAC					
			Cooling Tower	Advance/TM99	2	100 Tr	Terrace
			Exhaust Fans				Terrace
			SIS Fans for Toilet Exhaust	Zeco	2	2000 CFM	L2 side near M/C room & L1 Side
			SIS Fans for Kitchen Exhaust	Zeco	1	6800 CFM	For Ground floor & First floor Kitchen
			SIS Fans for Toilet Exhaust	Zeco	2	5000 CFM	L1 & L2 side Terrace
			SIS Fans for Toilet Exhaust	Zeco	1	600 CFM	L 2 side Terrace
4		LA					
			Lighting Arrestor				
				JK EARTHING ELECTRODE PVT LTD	1	ESE Strobe Master Type	Terrace
			Pumps For Hot Water	Wilo	2	0.46 KW	Terrace
B	Lower Basement						

1		Sewage Treatment Plant					
			STP		1	32 KLD	STP Plant LB
			Moving Bed Bio Reactor (MBBR technology)				
2		HVAC SYSTEM					
			HVAC PLANT				
			Chiller's	Trane/RTWS	2	100 Tr	HVAC PLANT ROOM
					1	80 Tr	
			Primary Pumps	Wilo Model No. NL 65/125	4	5 HP	
			Secondary Pumps		3	5 HP	
			Condenser Pumps		4	12.5 HP	
			Air Washer	Humidin	3	13000 CFM	DG Room LB
			Axial & Ventilation Fan				
			Axial Flow Fan				
				Humidin	4	18000 CFM	Lower Basement L1 & L2 Side
					3	28000 CFM	Lower Basement L1 L2 Side,DG Room
					2	26500 CFM	Lower Basement L1 & L2 Side
					1	900 CFM	STP Room
					2	4800 CFM	HVAC Plant Room
3		Electrification	Electrical LT Panel				
			HVAC Panel	Precision	1	LT Panel	HVAC Plant Room
			Secondary VFD Panel	Wilo	1	For Secondary Pump	HVAC Plant Room
			Sump Pump Panel	Precision	2	For Drain The water	Lower Basement L1 & L2 Side
					2	For Drain The water	DG Room & HVAC Plant room
					1	For Drain The water	STP
			DG	Ashok Leyland	4	250 KVA	DG Room
			STP Panel	Precision	1	Running the STP Plant	STP Room
			Sun ventilation Panel 1	Precision	1		Lower Basement
			Distribution Boards	Legrand	2		Ramp
			Switches & socket	Legrand			Lower Basement
			Cables	Skytone			Lower Basement
			Wires	Bantra hanley			Lower Basement
			Conduit	Atul			Lower Basement
			Light	Philips			Lower Basement
4		LV System					
			CCTV SYSTEM				
			Fixed Dome Camera	Samsung	6	3.6 x Varifocal Lens	Parking & Ramp Area of Lower Basement
			PA System				
			Horn Type Speaker	Bosch	10	15 Watt	Lower Basement

			FA System				
			Heat Detector	Edwards -SIGA2-HRS	38	Automatic Device Mapping	Lower Basement
			Manual Call Point	Edwards -SIGA278	3	For Manually in emergency condition	
			Control Module	Edwards -SIGA-CR	11	Can use to contolled external appliances such as door closer,Fan etc.	
			Hooter or sounder	Edwards	3	for Emergency condtion alert	
			BMS SYSTEM				
			DDC Panel	Trane	1	Primary Pumps HVAC	HVAC Plant Room
					1	Secondary Pumps	
					1	Condenser Pumps	
					1	Chiller	
					1	Scrubber	
					1	DG	Dg room
					1	Ventilation & Exhuast Fan	Lower Basement
5		Plumbing					
			Submercible Pumps	Wilo	4	1.5 KW	For Sump Pit
					3	1.5 KW	For DG,PLANT & STP
6		Fire fighting system	Pendent type sprinkler	HD	118		Lower Basement
			Side Wall Sprinkler	HD	10		
C	Upper Basement						
1		Firefighting System					
			Jockey Pumps	Kirloskar	2	15 HP	Upper Basement Pump Room
			Sprinkler Pump		1	75 HP	
			Hydrant Pump		1	75 HP	
			DG Pumps		1	83 HP	
			Pendent Type Sprinkler	HD	123		Upper Basement
			Side Wall Sprinkler	HD	10		
2		Plumbing System	Softner Plant				
			Softner Unit	Ion exchange india Ltd. Model No. S-1000/D50	1	12 m3 hr	Upper Basement Pump Room
			Activated Carbon Filter (ACF)	Ion exchange india Ltd. Model No. ACF-600	1	4 m3 hr	
			Multi Grade Filter	Ion exchange india Ltd. Model No. MGF-600	1	4 m3 hr	
			Softner Water Transfer Pump(1W+1S)	Wilo Model No.MPM 034	2	3 HP	
			Softner Feed Pump (1W+1S)	Wilo Model No.MPM 058	2	1.5 HP	
			Softner Filter Feed Pump (1W+1S)	Wilo Model MHIL304	2	3 HP	
			Domestic Water Transfer Pump (1W+1S)	Wilo Model MHIL306	2	1.5 HP	

			WB	Jaquar	1			
			Bottle Trap	K-1607IN	1			
			WC	Kolher	1			
			InletTank Face Palte	Jaquar	1			
			Shower	Jaquar	1			
			Health faucet	Jaquar	1			
			Floor Trap		1			
3		HVAC SYSTEM						
			AXIAL Flow Fan	Humidin	2	18000 CFM	Upper Basement	
					2	28000 CFM		
4		Electrification						
		LT System	MLT Panel	Precision	1		MLT Room UB	
			APFC Panel		1			
			Lift Panel		1			
			DG Synchronization Panel		1			
			Main Ventilation Panel		1			
			Vertical TPN DB		1			
			Sub Ventilation Panel 1		2			L2 Side Upper Basement
			Fire fighting Panel		1			Pump Room
			Plumbing Panel		1			Pump Room
			Comman Services Panel		1			L2 side Electrical room
			UPS	Tata Leibert	2	30 KVA	UPS Room	
			UPS Main Panel	Precision	1		UPS Room	
			Distribution Boards	Legrand	2		Ramp	
			Switches & socket	Legrand			Upper Basement	
			Cables	Skytone			Upper Basement	
			Wires	Bantra hanley			Upper Basement	
			Conduit	Atul			Upper Basement	
			Light	Philips			Upper Basement	
5		HT System						
			HT Stand alone Panel	Adlec Power P. Ltd	1		HT Room	
			Transformer	United	1	750 KVA - Dry Type	Transformer room	
6		LV System						
			CCTV System					
			Fixed Dome Camera	Samsung	6	3.6 x Varifocal Lens	Parking & Ramp Area of Upper Basement	
			PA System					
			Horn Type Speaker	Bosch	10	15 Watt	Lower Basement	
			FA System					
			Smoke Detector	Edwards -SIGA2-PS + SIGA-SB	1	Environmental compensation	BMS Room	
			Heat Detector	Edwards -SIGA2-HRS	48	Automatic Device Mapping	Upper Basement	
			Manual Call Point	Edwards -SIGA278	2	For Manually in emergengy condition		
			Control Module	Edwards -SIGA-CR	8	Can use to contolled external apliances such as door closer,Fan etc.		

			Hooter or sounder	Edwards	3	for Emergency condition alert		
7		BMS System						
			Main DDC Panel	Trane	1		BMS Room	
			DDC Panel		1	For PC	Upper Basement	
					1	Firefighting		
					1	Water supply		
					1	Ventilation/Exhaust		
					1	Electrical		
D	Ground Floor							
1		HVAC System						
			AHU	Zecco	1	3000 CFM(8.4 Tr)	AHU L1	
					1	1700 CFM (4.5 Tr)	Emporium 2	
					1	4500 CFM (11.8 Tr)	Emporium 2	
					1	3000 CFM(6.3 Tr)	Emporium 1	
					1	3000 CFM(5.3 Tr)	VIP Lounge	
					1	3000 CFM(7.8Tr)	FDA Room	
					1	3000 CFM (6 Tr)	Souvinear shop	
					1	3000 CFM (9.5 Tr)	Cafeteria	
					TFA	1	2300 CFM (8.5 Tr)	Kitchen
					AHU	1	4000 CFM (9.0 Tr)	AHU 2
2		Electrification						
			Ground Floor Panel 1 & 2	Precision	2		Electrical room L1 & L2	
			UPS Sub Panel 1&2	Precision	2		Electrical room L1 & L3	
			Outdoor Panel for Lighting	Precision	1		External side	
			Distribution Boards	Legrand	8		Electrical room L1 & L4	
			Switches & socket	Legrand			Ground Floor	
			Cables	Skytone			Ground Floor	
			Wires	Bantra hanley			Ground Floor	
			Conduit	Atul			Ground Floor	
			Light	philips			Ground Floor	
3		Plumbing System						
			WB	Jaquar	4		Ladies & Gents Toilet L1 & L2	
			WC	Kolher	6		Handicap ,Ladies & Gents Toilet L1 & L2	
			Bevel inlet tank face plate	Jaquar	6			
			Urinal	Parrywer	5		Ladies & Gents Toilet L1 & L2	
			Health Faucet	Kolher	6			
			Floor Trap & Floor Drain		11		Handicap ,Ladies & Gents Toilet L1 & L2	
4		Fire fighting System						
			Pendent Sprinkler	HD	107		Ground Floor	
			Upright Sprinkler	HD	107			
			Fire extingusher	Lifeguard	9			
5		LV System						
			CCTV System					
			Fixed Dome Camera	Samsung -SCD 2080	5		Ground floor	

			PTZ Camera	Samsung -SCP 2271	5		External side
			Outdoor Box type Camera	Samsung -SCO 2120R	4		Outdoorside of building
			FAS System				
			Smoke detector	Edward-SIGA2- Ps + SIGA -SB	35		Ground floor
			Smokedetector Above		35		
			Response Indicator	AGNI	35		
			Heat detector	Edward SIGA2-HRS	6		Pantry,Kitchen gf
			Manual call point	Edward SIGA278	2		Ground floor
			Sounder or Hooter	Edward	4		
			Control module	Edward SIGA-CR	14		
			FAS Panel	Edward	1		
			PA System				
			Celing Mounted Speaker	Bosch LBD8352/10	33	6 Watt	FDA Room Gf
			Wall Mounted Speaker	Bosch LBD8352/11	5	6 Watt	
			PA Rack	Valrack	1		
			Main Controlled Panel	Bosch LBB1990/00	1	Voice alarm Controlled	
			Call Station	Bosch LBB1957/00	1		
			Zone Expander	Bosch LBB1957/00	1		
			System Router	Bosch LBB1992/00	1		
			Amplifier	Bosch LBD1935/00	1	240 Watt	
			Amplifier	Bosch LBD1938/00		480 Watt	
			BMS System				
			DDC Panel	Trane	1	AHU 2Nos	Ground floor
					1	AHU 2Nos	
					1	AHU 2Nos - Gf &FF	
					1	AHU 2Nos	
					1	AHU & TFA unit	
					1	AHU 2Nos - Gf &FF	
			Access Controlled system				
			Door Controller	Cosec Path DCCE	5		Fire Exist L1,L2 & Vip corridoor door
			Reader	Cosec Path RDCE	5		Fire Exist L1,L2 & Vip corridoor door
			Access Contolled Module	Matrix	1		FDA Room
			Magnetic Lock		4		Fire Exist L1,L2 & Vip corridoor door
E	First Floor						
1		HVAC System					
			AHU	Zecco	2	3800 CFM (9.5 Tr)	AHU L1 & L2
					1	1700 CFM (4.5 Tr)	Conference room
					2	800 CFM (2 Tr)	Office 1& 2
					2	1200 CFM (3Tr)	Office 3 & 4
					1	800 CFM (1.5Tr)	Office 5
					1	3800 CFM (9.5 Tr)	Staff Dinning
2		Plumbing System					
			WB	Jaquar	4		Ladies & Gents Toilet L1 & L2

			WC	Kolher	6		Handicap ,Ladies & Gents Toilet L1 & L2
			Bevel inlet face plate	Jaquar			
			Urinal	Parrywer	5		Ladies & Gents Toilet L1 & L2
			Floor Trap & Floor Drain		11		Handicap, Ladies & Gents Toilet L1 & L2
3		Electrification					
			First Floor Panel 1 & 2	Precision	2		Electrical room L1 & L2
			Distribution Boards	Legrand	8		Electrical room L1 & L4
			Switches & socket	Legrand			First Floor
			Cables	Skytone			First Floor
			Wires	Bantra hanley			First Floor
			Conduit	Atul			First Floor
			Light	philips			First Floor
4		Fire fighting System					
			Pendent Sprinkler	HD	107		First Floor
			Upright Sprinkler	HD	104		
			Fire extinguisher	Lifeguard	9		
5		LV System					
			CCTV System				
			Fixed Dome Camera	Samsung -SCD 2080	4		First Floor
			FAS System				
			Smoke detector	Edward-SIGA2- Ps + SIGA -SB	43		First Floor
			Smokedetector Above		43		
			Response Indicator		AGNI	43	
			Heat detector	Edward SIGA2-HRS	7		Pantry,Kitchen FF
			Manual call point	Edward SIGA278	3		First Floor
			Sounder or Hooter	Edward	4		
			Control module	Edward SIGA-CR	10		
			Repeater Panel	3-LCDANN	1		
			PA System				
			Celing Mounted Speaker	Bosch LBD8352/10	41	6 Watt	First floor
			Wall Mounted Speaker	Bosch LBD8352/10	4	6 Watt	
			Volume Controlled	Bosch LBC1400/10	11		
			BMS System				
			DDC Panel	Trane	1	AHU 1Nos	First floor
					1	AHU 2Nos	
					1	AHU 1Nos	
			Audio Video system				
			HDVC Main Unit	Panasonic	1		Conference room
			Display	LH-55DM300Dx	1		
			WIPG Professional Presentation system	KX-VC1600SX	1		
			Ceiling speaker	JBL	6		
			Amplifier		1		
			Access Controlled				

			system				
			Door Controller	Cosec Path DCCE	4		Fire Exist L1,L2 & Vip corridor door
			Reader	Cosec Path RDCE	4		Fire Exist L1,L2 & Vip corridor door
			Access Contolled Module	Matrix			
			Magnetic Lock		4		Fire Exist L1,L2 & Vip corridor door
F	Second Floor						
1		HVAC System					
			AHU	Zecco	1	3530 CFM (10.5 Tr)	AHU L1
			AHU	Zecco	1	3800 CFM (9.5 Tr)	AHU L2
			FCU	Zecco	1	1200 CFM (3 Tr)	Delux room 6
			FCU	Zecco	3	1000 CFM (2.5 Tr)	Delux room 5,4,3
			FCU	Zecco	4	600 CFM (1.5 Tr)	Delux room 2,Std 2,5&9
			FCU	Zecco	7	800 CFM (2 Tr)	Delux room 1,Std1,3,4,6,7&8
2		Plumbing System					
			WB	Jaquar	19		Toilet Delux rooms,std rooms, Dormatry
			WC	Kolher/Hinware(delux)	17		Toilet Delux rooms,std rooms, Dormatry
			Health faucet	Kolher			
			Bevel Inlet face plate	Jaquar			
			Shower	Jaquar			
			Floor Trap & Floor Drain		38		Comman Toilet ,Pantry,Delux rooms & Std rooms
3		Electrification					
			Second Floor Panel 1 & 2	Precision	2		Electrical room L1 & L2
			Distribution Boards	Legrand	8		Electrical room L1 & L4
			Switches & socket	Legrand			Second Floor
			Cables	Skytone			Second Floor
			Wires	Bantra hanley			Second Floor
			Conduit	Atul			Second Floor
			Light	philips			Second Floor
4		Fire fighting System					
			Pendent Sprinkler	HD	57		Second Floor
			Upright Sprinkler	HD	58		
			Side Wall Sprinkler	HD	21		
			Fire extinguisher	Lifeguard	9		
5		LV System					
			CCTV System				
			Fixed Dome Camera	Samsung -SCD 2080	4		Second Floor
			FAS System				
			Smoke detector	Edward-SIGA2- Ps + SIGA -SB	39		Second Floor

			Smokedetector Above		22		
			Response Indicator	AGNI	22		
			Heat detector	Edward SIGA2-HRS	5		Pantry,Kitchen FF
			Manual call point	Edward SIGA278	3		Second Floor
			Sounder or Hooter	Edward	4		
			Control module	Edward SIGA-CR	6		
			PA System				
			Celing Mounted Speaker	Bosch LBD8352/10	34	6 Watt	Second Floor
			Wall Mounted Speaker	Bosch LBD8352/10	4	6 Watt	
			BMS System				
			DDC Panel	Trane	1	TFA unit 2 no.	Second Floor
					1	TFA unit 2 no.	
			Access Controlled system				
			Door Controller	Cosec Path DCCE	3		Fire Exist L1,L2 & Vip corridoor door
			Reader	Cosec Path RDCE	3		Fire Exist L1,L2 & Vip corridoor door
			Access Contolled Module	Matrix			
			Magnetic Lock		3		Fire Exist L1,L2 & Vip corridoor door
G	Third Floor						
1		HVAC System					
			AHU	Zecco	2	3800 CFM (9.5 Tr)	AHU L1 & L2
			FCU		2	1000 CFM (2.5 Tr)	VIP 3 Suit & VIP 2 Sitting
					6	800 CFM (2 Tr)	VIP 3 sitting,std 6,7,8,9,4
					5	600 CFM (1.5 Tr)	VIP 2 suit,VIP 1 sitting,Std 1,2&3
					1	600 CFM (2 Tr)	VIP 1 Suit
					1	800 CFM (1.5 Tr)	Std 5
2		Plumbing System					
			WB	Kolher	19		Toilet Delux rooms,std rooms, Dormatry,VIP room
			WC	Kolher	17		Toilet Delux rooms,std rooms, Dormatry,VIP Room
			Health Faucet	Kolher			
			Shower	Jaquar			
			Floor Trap & Floor Drain		33		Comman Toilet ,Pantry,VIP room & Std rooms
3		Electrification					
			Third Floor Panel 1 & 2	Precision	2		Electrical room L1 & L2
			Automation Panel	Legrand	1		Electrical room L1
			Distribution Boards	Legrand	8		Electrical room L1 & L4
			Switches & socket	Legrand			Third Floor
			Cables	Skytone			Third Floor

			Wires	Bantra hanley			Third Floor
			Conduit	Atul			Third Floor
			Light	philips			Third Floor
4		Fire fighting System					
			Pendent Sprinkler	HD	54		Third Floor
			Upright Sprinkler	HD	51		
			Side Wall Sprinkler	HD	22		
			Fire extinguisher	Lifeguard	9		
5		LV System					
			CCTV System				
			Fixed Dome Camera	Samsung -SCD 2080	4		Third Floor
			FAS System				
			Smoke detector	Edward-SIGA2- Ps + SIGA -SB	36		Third Floor
			Smokedetector Above		22		
			Response Indicator		AGNI	22	
			Heat detector	Edward SIGA2-HRS	5		Pantry,Kitchen FF
			Manual call point	Edward SIGA278	3		Third Floor
			Sounder or Hooter	Edward	4		
			Control module	Edward SIGA-CR	6		
			PA System				
			Celing Mounted Speaker	Bosch LBD8352/10	32	6 Watt	Third Floor
			Wall Mounted Speaker	Bosch LBD8352/10	4	6 Watt	
			BMS System				
			DDC Panel	Trane	1	TFA unit 2 no.	Third Floor
					1	TFA unit 2 no.	
			Access Controlled system				
			Door Controller	Cosec Path DCCE	3		Fire Exist L1,L2 & Vip corridoor door
			Reader	Cosec Path RDCE	3		Fire Exist L1,L2 & Vip corridoor door
			Access Contolled Module	Matrix			
			Magnetic Lock		3		Fire Exist L1,L2 & Vip corridoor door
			Automation System				
			IR Remote	Bitcino	6		VIP 1 to 3
			RCA Input	Legrand	12		VIP 1 to 3
			Indoor Siren	Legrand	18		VIP 1 to 3
			IR Reciver	Legrand	6		VIP 1 to 3
			SCS Controlled	Legrand	6		VIP 1 to 3
			Touch screen	Legrand	6		VIP 1 to 3
			4 Scéen wall mounted screen	Legrand	6		VIP 1 to 3
			Lighting Sensor	Legrand	6		VIP 1 to 3
H	Fourth Floor						
1		HVAC System					
			AHU	Zecco	1	3530 CFM (10.5 Tr)	AHU L1
			FCU		1	3000 CFM (6 Tr)	AHU L2

					3	1000 CFM (2.5 Tr)	Super Delux dining & VVIP Kitchen & Suit
					3	800 CFM (2 Tr)	Super Delux & VVIP Foyer, Dinning
					1	600 CFM (2 Tr)	Super Delux 2
2		VRV SYSTEM					
			Ceiling Mounted Ductable type				
				Daiken	7	1.6 Tr 635 CFM	2 BHK's
					2	2.08 Tr 688 CFM	3 BHK's
3		Plumbing System					
			WB	Kolher	13		Toilet Super delux rooms, VVIP & BHKs
			WC	Kolher	16		Toilet Super delux rooms, VVIP & BHKs
			Shower	Kolher	10		
			Heath Fuacet	Kolher	10		
			Floor Trap & Floor Drain		30		Toilet Super delux rooms, VVIP & BHKs
4		Electrification					
			Forth Floor Panel 1 & 2	Precision	2		Electrical room L1 & L2
			Automation Panel	Legrand	1		
			Distribution Boards	Legrand	8		Electrical room L1 & L4
			Switches & socket	Legrand			Forth Floor
			Cables	Skytone			Forth Floor
			Wires	Bantra hanley			Forth Floor
			Conduit	Atul			Forth Floor
			Light	philips			Forth Floor
5		Fire fighting System					
			Pendent Sprinkler	HD	54		Forth Floor
			Upright Sprinkler	HD	51		
			Side Wall Sprinkler	HD	22		
			Fire extinguisher	Lifeguard	9		
6		LV System					
			CCTV System				
			Fixed Dome Camera	Samsung -SCD 2080	5		Forth Floor
			FAS System				
			Smoke detector	Edward-SIGA2- Ps + SIGA -SB	37		Forth Floor
			Smokedetector Above		30		
			Response Indicator	AGNI	30		
			Heat detector	Edward SIGA2-HRS	8		Pantry, Kitchen FF
			Manual call point	Edward SIGA278	3		Forth Floor
			Sounder or Hooter	Edward	4		
			Control module	Edward SIGA-CR	6		
			PA System				
			Celing Mounted Speaker	Bosch LBD8352/10	35	6 Watt	Forth Floor
			Wall Mounted	Bosch LBD8352/10	5	6 Watt	

			Speaker				
			BMS System				
			DDC Panel	Trane	1	TFA unit .	Forth Floor
					1	TFA unit	
			Access Controlled system				
			Door Controller	Cosec Path DCCE	4		Fire Exist L1,L2 & Vip corridoor door
			Reader	Cosec Path RDCE	4		Fire Exist L1,L2 & Vip corridoor door
			Access Contolled Module	Matrix			
			Magnetic Lock		4		Fire Exist L1,L2 & Vip corridoor door
			Automation System				
			IR Remote	Bitcino	3		VIP 1 to 3
			RCA Input	Legrand	3		VIP 1 to 3
			Indoor Siren	Legrand	12		VIP 1 to 3
			IR Reciver	Legrand	3		VIP 1 to 3
			SCS Controlled	Legrand	3		VIP 1 to 3
			Touch screen	Legrand	3		VIP 1 to 3
			4 Sceen wall mounted screen	Legrand	3		VIP 1 to 3
			Lighting Sensor	Legrand	3		VIP 1 to 3

The scope of work involves the following activities:-

8.3 ENGINEERING

This activity involves the following manpower:-

- 8.3 (i) Electrician cum Chiller operator cum Lift operator
- 8.3 (ii) Plumber cum Pump Operator
- 8.3 (iii) Carpenter
- 8.3 (iv) Mason/Painter
- 8.3 (v) Senior Electrical/Civil Supervisor
- 8.3 (vi) Contract Licensed Technician (for LT/ HT Panel, Transformer and electrical appliances)
- 8.3 (vii) BMS operator – with minimum 2-4 yrs exp. in BMS integration and operation system

The scope of work of the above manpower is given below:-

8.4 (i) Electrician cum Chiller operator cum Lift operator

Sl.No	Activity	Daily/ Continuous	Weekly
1	Operating and Maintenance of LT/HT, LV/ELV system	✓	
2.	Room electrical fixture & other	✓	
3.	Operation of all pumps-water supply, drainage, sewage pump	✓	
4.	Light on & off inside/ out side	✓	
5.	Solar system operation with cleaning of panels and checking		✓
6.	R.O. System operation	✓	
7.	Operation of D.G. Set	Whenever required	

8.	Telephone checking		✓
9.	Meter reading		✓
10.	Distribution board in all floors	✓	
11.	D.G. set Log Book	✓	
12.	Fire Fighting equipment with smoke detector & alarm checking		✓
13.	Operation and general maintenance including cleaning filters of AC indoor units.		✓
14.	Check Internet, Phone, CCTV, BMS, Cables Controls etc.	✓	
15.	Operation of Lifts (When ever required)	✓	
16.	Operation & General Maintenance of STP	✓	

Scope of work for Operation and petty maintenance of HVAC system shall include but not limited to the following

- ❖ Starting up and smooth running of the plant,
- ❖ Changeover of units,
- ❖ Shutdown of plant,
- ❖ Inspection of units and record-keeping,
- ❖ Logging of machine parameters on hourly basis,
- ❖ Checking of refrigerant charge to determine refrigerant leakage,
- ❖ Adjusting fresh air,
- ❖ Operation of pumps, valves, cooling towers,
- ❖ Operation of individual Air-Handling Units [AHU] and inspection of their temperature controllers,
- ❖ Operation of individual Fan Coil Units [FCU] and inspection of their temperature controllers,
- ❖ Maintaining of water levels in cooling towers,
- ❖ Checking for excessive spray-loss of cooling towers, proper position of the float valves, overflow of water etc.
- ❖ Petty maintenance & cleaning of all the equipments etc.
- ❖ Cleaning of filters of air handling unit, fan coil units and fresh air system,
- ❖ Cleaning of strainers of cooling water pumps/ chilled water pumps/ AHUs/ FCUs/ Cooling Towers/ Make up line
- ❖ Cleaning of cooling tower & chilled water make up tanks
- ❖ Cleaning of oil dust in & around the HVAC equipment's,
- ❖ Tightening of belts & alignment of belt pulleys of AHU's and FCU's
- ❖ Checking and tightening of foundation bolts of equipment.
- ❖ Removing impurities like algae's and sludge's scales etc. from all surfaces of the system.
- ❖ Monitoring the temperature at various places and taking corrective actions as required.

8.4(ii) Plumber cum Pump Operator

Sl.No	Activity	Daily/ Continuous	Weekly
1	Sanitary fitting in all rooms & other areas.	✓	
2.	Repair the leakage in pipes.	✓	
3.	Check the sewage line & clean the choked line with the help of cleaning staff	✓	
4.	To attend complaint & maintain complaint register	✓	

5.	Checking of R.O. System	✓	
6.	Checking of water softener plant	✓	
7.	Solar system checking	✓	
8.	Fire fighting system including smoke detector & alarm		✓
9.	Operation of all pumps	✓	
10.	Operation & General Maintenance of STP	✓	

8.4(iii) Carpenter

Sl.No	Activity	Daily/ Continuous
1	To check all furniture & repair	✓
2.	All doors & windows to be checked.	✓
3.	Locks	✓

8.4(iv) Mason/Painter

Sl.No	Activity	Daily/ Continuous
1	To check all floors & repair	✓
2.	All floors & terrace to be checked.	✓
3.	Plastering/ Cracks	✓
4.	Minor Painting work	✓

* All the tools and safety gadgets are to be provided by the contractor for all engineering staff.

8.4 (v) Senior Electrical/Civil Supervisor

Will supervise and assign maintenance work to Electrician, Plumber, Carpenter, Gardener etc. on daily basis.

8.4 (vi) Contract Licensed Technician

To check & periodical maintain fortnightly and as when required all the systems of LT/HT Panel, Transformer and other electrical installations in the premises. He will also be responsible for engineering these systems in order at all times and replacing the parts, if required. He should be equipped with all T&P and equipments required for maintenance and or replacement of parts, if any. Parts to be provided by the client.

8.4 (vii) BMS operator

With minimum 2-4 yrs exp. in BMS integration and operation system will do the operational part of BMS system and should be especially aware of BMS international software.

Activity –II

8.5 STORES, RECORDS AND SUPERVISION

The following records are to be maintained by the ~~Manager~~/ Supervisor of the contractor

- 8.5.1 Various Inventories :- stock inventory, stock distribution chart, stock register, Damages items replaced record etc.
- 8.5.2 Attendance register with leave records etc.
- 8.5.3 Salary register with statutory requirements
- 8.5.4 Document and Correspondence with the management.

- 8.5.5 Complete biodata of staff engaged
- 8.5.6 Police verification and health checkup reports of all the staff
- 8.5.7 Complaint and compliance register.
- 8.5.8 Any other record required for smooth functioning.
- 8.5.9 Records of – water test results, STP softened water test results on regular basis.
- 8.5.10 Records of – Building maintenance records.

Note : The scope of work is not only limited to above mentioned system it can be vary as per up-gradation of the building system. Mep services fault has to be attend immediatly and to be rectified within 12hrs to 48hrs, in case of delay in rectification alternative arrangement to be done. Fire Inspection and NOC renewal to be done for every six months in association with concern Fire Department, NMMC Vendor has to visit the site before bidding the tender.

SECTION – 9

9.1 RESOURCES REQUIREMENT

The Contractor's manpower should be fully equipped with requisite toolkit/machines and equipments for smooth operation and normal maintenance of all Civil works/Electrical/Mechanical and Electronic equipments installed at the Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai premises.

Sl.No.	Description	Nos. required
9.1.1	Complete Tool Kit for Plumber	01
9.1.2	Complete Tool Kit for Electrician	01
9.1.3	Complete Tool Kit for Carpenter	01
9.1.4	Aluminium Stepladder 7 FT	02
9.1.5	Extension Ladder 20 FT	01
9.1.6	Tool Kit for Mason/painter	01

10.2 Number of manpower to be deployed

Sl.No.	Description	Nos. required	Remarks
9.2.1.	Senior Electrical/Civil Supervisor with at least 5 year experience	1	General shift but will be responsible for 24x7
9.2.2.	Licensed LT/HT Panel, Transformer technician with all T&P and equipments for periodical regular maintenance purposes (as & when required) on contract basis	1	As & when required but fortnightly complete check/ repair
9.2.3.	BMS Sr. Operator 2-4 yrs exp	3	1 in each shift
9.2.4.	Plumber cum Pump Operator (ITI)	3	1 in each shift
9.2.5.	Carpenter	1	General shift
9.2.6.	Mason Cum Painter	1	General shift
9.2.7.	Electrician cum, Air condition Operator cum Lift Operator (ITI),	3	1 in each shift
9.2.8.	Helper	6	In three shifts, nos. in each shift to be decided as per requirement
Total		19	

9.3 Note:-

- 9.3.1. Complete tools (with bag to carry) of Plumbing with PPR machine range for 20mm to 150 mm with a set of spanners, electrical drill/hammer machine etc.
- 9.3.2. Complete Carpentry tool (with bag to carry) with electrical wood cutter, glass cutter etc.
- 9.3.3. Complete Electrician tool (with bag to carry) with safety items, Telephone punching kit, Allen key, temperature meter, clamp meter, multi meter, megger, crone tool etc.
- 9.3.4. All employees should be equipped with necessary safety equipments.
- 9.3.5. The employees in general shift will be allowed weekly off but for other employees in three shifts, the agency has to arrange reliever.
- 9.3.6. The license technician should be equipped with all T&P, equipments etc. required for the maintenance and repair of HT & LT panel, transformer and electrical appliances.

Note : The scope of work is not only limited to above mentioned system it can be vary as per up-gradation of the building system. Vendor has to visit the site before bidding the tender.

a) Service Provider shall ensure that his personnel deputed for or in connection with the provision of the Service shall be:

- (i) Trained, experienced and competent to do the jobs for which they are assigned.

(ii) Well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them.

(iii) Polite, respectful and courteous to all persons with whom they deal/ inter-act.

(b) Service Provider shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-clause (a) above by the Service Provider's personnel deputed to the Location(s) for and/or in connection with providing Services pursuant thereto, for the distribution of work/ job amongst such personnel and for controlling and supervising the performance of the work/ jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of GAD in relation to the Services and to communicate with GAD's Personnel for the purpose, and to ensure due, timely and proper performance of the Services.

Section – 10

FORMS

Section 10.1	FORM-I	CONTACT DETAILS FORM
Section 10.2	FORM-II	FORM FOR FINANCIAL CAPACITY
Section 10.3	FORM-III	CONTRACT
Section 10.4	FORM-IV	PERFORMANCE BANK GUARANTEE

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

- 1 NAME OF THE COMPANY
- 2 NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
- 3 COMMUNICATION ADDRESS
- 4 PHONE NO./MOBILE NO.
- 5 FAX
- 6 E-MAIL I.D.
- 7 PARTICULAR DETAILS OF THE BIDDER / AUTHORISED REPRESENTATIVE
 - i. NAME OF THE CONTACT PERSON
 - ii. DESIGNATION
 - iii. PHONE NO.
 - iv. MOBILE NO.
 - v. E-MAIL J.D.
8. UNDERTAKING
 - i. The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
 - ii. I/We give the rights to the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
 - iii. I hereby undertake to provide the Engineering Operation & Normal Maintenance Services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :
Place :-

Designation:
(Office seal of the Bidder)

FORM-II FORM FOR FINANCIAL CAPACITY

Description for Financial years

[Amount in ₹ (INR)]

Description	Financial Years			
	2014-2015	2015-2016	2016-2017	2017-2018
Annual Turnover				
Net Worth				
Current Assets				
Current Liabilities				
Total Revenues				
Profit Before Taxes				
Profit After Taxes				

Above information should be substantiated by certificates issued by chartered accountant.

FORM-III

CONTRACT NODATED

THIS CONTRACT is made on between the Resident Commissioner, Government of Madhya Pradesh, Mumbai (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is presently at MADHYALOK, Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705 and likely to be shifted to at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 of the One Part,

AND

M/s having its registered office at (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Engineering Operation & Normal Maintenance Services to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for "availing Engineering Operation & Normal Maintenance Services at its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of[Rupees Only].
- IV. AND WHEREAS the Client desires that the Engineering Operation & Normal Maintenance Services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Engineering Operation & Normal Maintenance Services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Engineering Operation & Normal Maintenance Services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges-Schedule annexed to this Article of Agreement
 - (g) Supplementary Contract executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹ 100/-)

Date: .

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Resident Commissioner, Government of Madhya Pradesh having its office presently at 713, Dalamal Towers, 211 Nariman Point, Mumbai-21 (hereinafter referred to as "The M.P. Bhawan Authorities " which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] ("**Contract**") with [*insert name of the Successful Bidders*] (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Engineering Operation & **Normal** Maintenance Services ("Engineering Operation & **Normal** Maintenance Services " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the MP Bhawan Authorities a Bank Guarantee from a scheduled bank in India having a branch at Mumbai for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*] and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount

claimed by the MP Bhawan Authorities without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the MP Bhawan Authorities stating that the amount claimed is due to the MP Bhawan Authorities under the Contract. Any such demand made on the Bank by the MP Bhawan Authorities shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the MP Bhawan Authorities in such Demand. The MP Bhawan Authorities shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the MP Bhawan Authorities by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the MP Bhawan Authorities shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) The MP Bhawan Authorities will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the MP Bhawan Authorities under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the MP Bhawan Authorities to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and! or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the MP Bhawan Authorities in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the MP Bhawan Authorities under this bank guarantee shall be forfeited and the Bank shall be relieved

and discharged from all liabilities hereunder.

- (x) However, in the opinion of the MP Bhawan Authorities, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH
MADHYALOK, MADHYA PRADESH BHAWAN

Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705

TENDER DOCUMENT

ENGINEERING OPERATION & NORMAL MAINTENANCE SERVICES
(OPERATION AND NORMAL MAINTENANCE SERVICES FOR CIVIL/ ELECTRICAL/ MECHANICAL/
ELECTRONICS INSTALLATION)

AT

MADHYALOK, MADHYA PRADESH BHAWAN

PLOT NO 23-24, SECTOR 30A, VASHI, NAVI MUMBAI -400705



B:-FINANCIAL BID

Pages 01 to 56 (Part -'A')

Pages 57 to 59 (Part -'B')

Including cover pages

SECTION - 11

FINANCIAL BID THROUGH E-TENDERING

TABLE- 11.1

	Name of Tendering Company	
11.1.1(A)	Address	
11.1.1 (B)	Telephone No.	
11.1.1 (C)	Fax No.	
11.1.1 (D)	E-mail Address	
11.1.2	Whether the Tendering Company has duly filled-in the Technical Bid	Yes/No

TABLE- 11.2

[Indian Rupees (INR) only]

S.No.		Rate Per Month (₹) (Col-A)	Amount for the whole year(₹) (Col-B)
I	Engineering Operation & Normal Maintenance Services at Madhyalok, Plot No. 23-24, sector 30A, Vashi, Navi Mumbai-400705		
	Total		

*The above rates are for continuous service on 24x7 basis for the full calendar month and year, exclusive of GST.

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal:

SECTION-12

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH
MADHYALOK, MADHYA PRADESH BHAWAN
Plot no. 23-24, Sector 30A, Vashi, Navi Mumbai-400 705
Website: www.mpbhawan.gov.in or www.mptenders.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

ENGINEERING OPERATION & NORMAL MAINTENANCE SERVICES FOR MADHYALOK

12. CHECK LIST ON PREPARATION OF BIDS

Sl.No.	Particulars	YES/NO
12.1	Have you filled in and signed the Contact Details Form?	
12.2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
12.3	Have you deposited cost of tender form online?	
12.4	Have you enclosed the EMD of ₹ 50,000/- in the Technical Bid?	
12.5	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
12.6	Have you attached proof of having met the following minimum eligibility criteria?	
12.6.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
12.6.2	Financial Capacity: Have you attached Audited Balance Sheets?	
12.6.3	Registration with Government Bodies like ESIC, EPF, Labour Laws & GST: Have you attached a Registration copy of each of the certificate?	
12.6.4	Experience: Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last five years?	
12.6.5	Manpower: Have you attached proof of manpower?	
12.7	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
12.8	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
12.9	Is your financial Bid submitted online?	
