



M. P. Rural Road Academy, Bhopal
(An Institution under M.P. Rural Road Development Authority)

NIT No. 02 /157/ MPRRA/2020 Bhopal, Dated 06-03-2020

Request for Proposal

FOR

**Tender for Comprehensive Annual Maintenance of civil works in
M.P. RURAL ROAD ACADEMY, BHOPAL (M.P.)**

Issued By

DIRECTOR
M.P. RURAL ROAD ACADEMY,
WALMI HILLS, KALIYASOT DAM,
KOLAR ROAD, BHOPAL (M.P.) 462042

TABLE OF CONTENTS

S. No.	Content	Page
1	NOTICE INVITING TENDER	3
2	IMPORTANT DATA AND INFORMATION REGARDING SUBMISSION OF PROPOSAL.	4-5
3	INSTRUCTIONS TO BIDDERS (ITB)	6-10
4	SCOPE OF WORK	11-13
5	GENERAL CONDITIONS OF CONTRACT (GCC)	14-16
6	SPECIAL CONDITIONS OF CONTRACT	17
7	PROFILE OF INDIVIDUAL/FIRM SUBMITTING PROPOSAL	18-19
8	GUIDELINES FOR EVALUATION OF TECHNICAL PROPOSAL	20-21
9	TECHNICAL PROPOSAL	22
10	SCHEDULE OF PAYMENT	23
11	FINANCIAL PROPOSAL	24
12	FORMAT OF CONTRACT AGREEMENT	25-26
13	FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY	27



NOTICE INVITING TENDER
MADHYA PRADESH RURAL ROAD ACADEMY
Walmi Hills, Bhopal (M.P.)
(Under M.P. Rural Road Development Authority)

Phone No.: 0755-2499054

www.mprra.com

Email : director.mprra@gmail.com

NIT No. 2/157/MPRRA/2020

Bhopal, Date 6/3/2020

Sealed tenders are invited by MPRRA for providing comprehensive annual maintenance of civil works and Providing Housekeeping Services and Security Arrangements in MPRRA campus Walmi Hill Bhopal (M.P.)

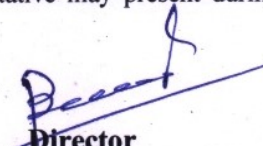
S. No.	Particulars of Assignment	Probable Amount of Contract	Amount of Earnest Money Deposit	Cost of tender document	Date & Time for purchase of Tender Document	Date & Time for submission of Technical and Financial proposal	Date & Time for opening of Technical proposal	Period of contract
1	2	3	4	5	6	7	8	9
1	Comprehensive Annual Maintenance of civil works in MPRRA Campus	Rs. 12.00 Lakh (Rs. Twelve Lakh)	Rs. 50,000.00	Rs. 3,000/-	Up to 5:00 PM on 26-03-2020	Up to 3:00 PM on 27-03-2020	3:30 PM on 27-03-2020	Two year from the date of the issue of work order.
2	Providing Housekeeping Services and Security Arrangements in MPRRA premises	Rs. 3,000,00/- (Rs. Three Lacs) per month	1,50,000/- (Rs. One Lac Fifty thousand only)	Rs. 10,000/-	Up to 5:00 PM on 26-03-2020	Up to 3:00 PM on 27-03-2020	3:30 PM on 27-03-2020	Two year from the date of the issue of work order.

Note: i. Cost of tender document and earnest money deposit shall be payable in the form of Banker's cheque of any scheduled commercial bank in favour of "Director, MPRRA Bhopal"

ii. Details of NIT can be seen from our website <https://www.mprra.com> and MPRRDA website <https://www.mprrda.com>. It may also be seen in the office of the Director, Madhya Pradesh Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.)- 462042, on any working day.

iii. Tender document may be obtained from the office of Director, Madhya Pradesh Rural Road Academy" Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.)- 462042, up to 5:00 P.M. upto 26-03-2020 Interested service providers may submit a written request for issue of tender document along with the cost of tender document.

2. Sealed proposals shall be submitted in three separate sealed envelopes indicating clearly "Envelop - No.1 – Earnest Money Deposit 'Envelop - No.2- Technical Proposal' and 'Envelope No.3 – Financial Proposal', to DIRECTOR, MADHYA PRADESH RURAL ROAD ACCADEMY KALIASOT DAM WALMI HILLS BHOPAL 462042. Each Envelops should also be super - scribed "For providing Comprehensive Annual Maintenance of civil works /Providing Housekeeping Services and Security Arrangements in MP Rural Road Academy.
3. Pre Bid Meeting: At 11:30 PM on 20/03/2020 in the conference hall of Madhya Pradesh Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) 462042
4. Technical proposals shall be opened at 3.30pm on 27/3/2020 in the office of Academy. Tenderers or their authorised representative may present during the tender opening process.
5. Date, time and place of opening of Financial Proposal shall be informed to the tenderers who have technically qualified. Technically qualified Bidder or their authorised representative may present during financial opening.


Director
MP Rural Road Academy

Important data and information regarding submission of Proposal.

S. No.	Frequently Asked Questions(FAQ)	Answer
1	Name of assignment	Comprehensive Annual Maintenance of civil works in MP Rural Road Academy.
2	Cost of Tender Document	As indicated in Notice Inviting Tender
3	Probable amount of contract	As indicated in Notice Inviting Tender
4	EMD	As indicated in Notice Inviting Tender
5	Duration of contract	As indicated in Notice Inviting Tender
6	Validity of bid	90 days from the date of submission of proposal.
7	Total Number of pages in tender document	28 pages
8	Address and place of Submission of Proposal.	Madhya Pradesh Rural Road Academy Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) 462042
9	Issue of Tender document	up to 05:00 P.M. on 26-03-2020
10	Tender Document Delivery Mode	Speed Post / Registered Post/ Courier or by person
11	Pre Bid Meeting	At 11:30 AM 20/03/2020 in the conference hall of Madhya Pradesh Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) 462042
12	Bid documents.	All Bid documents should be signed and sealed By the tenderer.
13	Date and time for submission of Technical Bid and Financial Bid	As indicated in Notice Inviting Tender
14	Venue of opening tender	Madhya Pradesh Rural Road Academy Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) 462042
15	Date of opening Technical Proposal	As indicated in Notice Inviting Tender
16	Date and time for opening of Financial Proposal	Will be informed to the technically qualified tenderers.
17	Performance Security Deposit	5% of the contract price towards the performance security in the form of TDR of Director M.P. Rural Road Academy payable at Bhopal or in the form of unconditional Bank Guarantee with validity for a period 06 months beyond the contract period.
18	Agreement	It shall be executed on non judicial stamp paper of the required value. Which at present is 0.25% of contract amount. (Maximum 25000/-)
19	Extension of contract	If the services are found satisfactory by Director MPRRA during the period of contract, it may be further extended

		for a period of one consecutive year at the existing rate and on the existing terms and conditions.
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Note:- In case, specified dates are declared as holiday, the date of opening proposal will be automatically shifted to the next working day.

**Director
MP Rural Road Academy**

INSTRUCTIONS TO BIDDERS (ITB)

1. M.P. Rural Road Academy, Bhopal is a training and research institute of MPRRDA, an Agency of the Govt. of MP, herein after referred to as Academy, invites tenders for Comprehensive Annual Maintenance of civil works in MP Rural Road Academy.

2. Eligibility Criteria for submission of proposal

- a. Should have completed at least three assignments and on-going services during last 03 Year in government/ semi-govt. buildings and any reputed private organization etc supported by completion certificates issued by the Employer in the Table-1 given below.
- b. Two similar completed assignments, the value of each assignment should not be less than 50% of the estimated annual cost mentioned in Table-2 below;

Or

One similar completed assignment, the value of which should not be less than 80% of the estimated annual cost mentioned in Table-2 below

- c. Should have annual turnover of at least 75% of the estimated annual cost mentioned in Table below during the last three year.

Table-1

DETAILS OF COMPLETED AND ON-GOING ASSIGNMENTS OF SIMILAR NATURE DURING THE LAST 3 YEAR AND OTHER PROJECT EXPERIENCE.

Name of the Individual/Firm

S. No	Particulars of completed /on-going Assignment	Name Of Employer	Cost of Assignment (Rs in Lakh)	Date of Commencement	Date of Completion	Whether Assignment was successfully completed or on-going.

Note:

- i. Certificate of employer, in case of completed works shall have to be enclosed.
- ii. Documentary proof or award of on-going assignments.

Table :2
Estimated Annual Cost

Particulars of Service	Estimated Cost (Rs.)
1. Maintenance of Civil works including water supply and sanitary fittings, electrical fittings & road work.	Rs.6.00 Lakh per year.

- d. Should have all tools and plants and technical personnel required for the maintenance of the service.

Note: Submission of any false and/or inadequate information may result in rejection of the technical proposal.

- (2). The following documents have been submitted with the Technical Proposal;
- (a) Profile of Individual/Firm, and his authorised representative in the format given in Page No 18-19.
 - (b) Copy of Firm Registration, Permanent Account Number, Goods and Service Tax Registration, Electrical Contractor License, ESI Registration, EPF Registration and any other registration.
 - (c) Description of work plan, time schedule for execution of assignment with activity bar chart.
 - (d) Experience certificate of at least three completed assignments and on-going assignments during last 03 Year, along with its completion certificate of the Employer in the format given in Table 1 (Page No. 20)
 - (e) Copy of Balance Sheet of last three financial years, (2016-17, 2017-18 and 2018-19) along with audit report.
 - (f) Annual turnover for the last three financial years, which should not be less than Rs.5.00 lakh in any financial year, duly certified by the chartered accountant.
 - (g) List of tools and plants and Technical personnel to be employed required for the maintenance of the service.

2. Inspection of site

- A. The Tenderers are advised to visit and inspect surroundings of Academy and satisfy themselves before submitting their proposal, the means of access to the Academy, the accommodation required, etc. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their proposal.
- B. Tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claim due to any misunderstanding or otherwise shall be allowed.
- C. Submission of proposal by the tenderer implies that he has read all the terms and conditions of tender document and has made himself aware of the **scope of the work** given in the tender document.

3. Rate

- i. The rate shall remain firm till completion of the assignment.
- ii. The quoted rate shall be **inclusive of all duties, royalties, cess, levies, Taxes of Urban local body and any other Authority etc. but excluding GST.**
- iii. The rate shall be inclusive of all travel, stay, out of pocket expenses, cost of producing documents etc.

4. GST

GST as applicable on the date of payment shall be paid separately by the Academy. The contractor shall have to pay the GST to the Tax authority directly. After making payment of GST to the Tax Authority, the contractor shall have to submit the proof (paid tax) along with the monthly bill. If tax is to be deducted at source by a Govt. notification, it will be deducted before payment is made.

5. Terms of Payment

Bill shall have to submitted in duplicate to the Director MPRRA Bhopal. Every bill shall be certified by the MPRRA Authority for providing satisfactory services during the period mentioned in the bill.

The following deductions shall be made from bill:

- A. Income Tax, at the applicable rate;
- B. 5% security deposit; and
- C. Any other deduction.

6. Pre-bid meeting

If any clarification regarding scope of work, general conditions of contract, special conditions of contract etc. is required by the tenderer, he should seek such clarification in writing at least 10 days before the date fixed for pre bid meeting. MPRRA shall reply such queries in the form of minutes of pre-bid meeting.

7. Documents

Each document shall be submitted duly stamped and signed on each page by the tenderer or his authorized representative. The tender document must be filled in English. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection

8. Submission of Proposals: The proposals shall be submitted in the envelopes (i) Earnest Money deposit(EMD),(ii) "Technical Proposal" and (iii) "Financial Proposal" on the prescribed form :

- 7.1 The first sealed envelope will contain EMD and should be marked "**Earnest Money deposit**", The second sealed envelope will contain documents as specified in the format of Technical Proposal and should be marked "**Technical Proposal**" This Envelope should not contain any information pertaining to the financial proposal.
- 7.2 The third sealed envelope shall contain financial proposal in the prescribed format and should be marked "**Financial Proposal**" indicating "**DO NOT OPEN WITH TECHNICAL PROPOSAL**".

- 7.3 All the three sealed envelope should again be placed in a sealed cover with the name of the assignment, name and address of the tenderer. It will be delivered in the office of Director, M. P. Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road Bhopal (M.P.) on the due date on specified time. Proposals received late due to any reason, what so ever, shall not be considered.
- 8 **Validity:** Validity of proposal shall be 90 days from the date of its submission. If the tenderer withdraws his proposal within the validity period his earnest money deposit shall be forfeited.
- 9 **Opening of Proposals:** Envelopes will be opened by a team of officers, in the office of the Director, M. P. Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road Bhopal (M.P.) in the presence of such Tenderers or their authorized representative who would like to attend.
Envelope containing Earnest Money deposit (EMD) shall be opened first. If the earnest money is not found in order Technical proposal shall not be opened and shall be returned to the tenderer. Technical proposal of the remaining tenderers will be opened thereafter.
- 10 **Evaluation of Technical Proposal:** The Technical Proposals will be evaluated on the basis of "Eligibility Criteria". Evaluation team will thoroughly review the proposals submitted by various Tenderers.
- 11 **Opening of Financial Proposal:** Technically qualified tenderers shall be informed the date, time and venue of opening financial proposal. It shall be opened in the presence of such tenderers or their authorized representative who would like to attend. The price quoted by the Tenderers shall be announced.
- 12 **Evaluation of Financial Proposal**
It will be ensured that the financial proposals are complete and without any computational error. In case of error in the rate quoted in figures and words the rate quoted in words shall be considered as final.
The Academy reserves the right to ask the tenderer to justify and establish rate quoted by him.
- 13 **Powers of Academy**
Director, M.P. Rural Road Academy reserves the rights to accept/reject any or all proposal without assigning any reason. He also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- 14 **Acceptance of Proposal:** Acceptance of Proposal shall be communicated to the successful tenderer and shall be asked to deposit the performance security before execution of Agreement.
- 15 **Performance Security (PS):** The tenderer shall be required to deposit an amount equivalent to 5% of the contract price towards the performance security in the form of TDR of any Scheduled Commercial Bank in favour of Director, M.P. Rural Road Academy payable at Bhopal with validity for a period of 6 months beyond the contract period. Earnest money deposited by him will be adjusted in the amount of performance security. If the tenderer fails to submit required performance security within the specified period his earnest money deposit shall be forfeited.
- 16 **Signing of Contract Agreement:** On receipt of performance security the tenderer shall be required to execute Agreement in prescribed form on non-judicial stamp (at his own cost on stamp @0.25% of contract price) of the required amount, within 15 (fifteen) days from the date of the issue of Letter of Award (LOA) failing which EMD will be forfeited and Firm will not be allowed to participate in the Tenders of Academy for a period of two year.
- 17 **Refund of Earnest Money Deposit:** The Earnest Money Deposit of all the remaining Tenderers

shall be returned after execution of Agreement by the successful tenderer.

18 Safety Rules

- I. The Contractor shall have to follow all Safety Rules, safety regulations and others Rules/Acts as applicable.
- II. The Contractor shall take immediate corrective measures whenever any unsafe condition is detected.
- III. The Contractor shall immediately report any minor or major accident to appropriate Authority and also to the General Manager (Admin). Immediate remedial measures shall be taken to prevent re-occurrence of such accidents.
- IV. Any worker of the contractor found under the influence of alcohol or any intoxicating drug shall not be allowed to perform his duty. His work permit shall be withdrawn and he shall be sent out of the premises of Academy.

19 Labour Laws

The Contractor shall abide by all the relevant provisions of various labour laws as applicable from time to time.

20 Duties and Responsibilities of the Contractor.

- i. It shall be the responsibility of the Contractor to provide the services as per the terms and conditions of contract.
- ii. It shall also be the responsibility of the Contractor to engage and utilize the services of sufficient, competent and experienced labour for the purpose of providing services entrusted under the contract.
- iii. The Contractor shall exercise all reasonable skill, care and diligence in discharge of duties and responsibilities provided in the contract.
- iv. The Contractor shall be fully responsible for all risks arising from negligence, errors, omissions, willful or otherwise, by him or his labour, which may occur during providing services. The Contractor shall be liable to compensate MPRRA for losses arising out of such negligence, errors and omissions.
- v. The Contractor shall keep MPRRA fully indemnified from and against all claims, costs and charges arising out of personal injury to his employees.
- vi. The Contractor shall follow the instructions issued by Academy from time to time for discharging the duty

21 Extension of contract If the services of contractor are found satisfactory by Director MPRRA during the period of contract, it may be further extended for a period of one consecutive year at the existing rate and on the existing terms and conditions.

Director
MP Rural Road Academy

SCOPE OF WORK

1. Civil / Plumbing/ Electrical/Road

A. Civil / Plumbing/Road

- a. Comprehensive Annual Maintenance Contract for Civil/Plumbing will be for maintenance of Administrative Block, Guest House, Hostel, Director Bungalow & Staff Quarters (4 NO.) in MPRRA Premises. **Building** wise details of **Floor Area** is as under:

Building Details:

S. No.	Name of Building	Floor Area in Sq. m.
1.	Administrative Building	911 sqm.
2.	Hostel Building	805 sqm.
3.	Guest House	143 sqm.
4.	Director Bungalow	118 sqm.
5.	Staff Quarters	214 sqm.

Road Details:

1.	Road Work including paved Shoulder A. Flexible Pavement B. Rigid Pavement	700 meter 900 meter
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- b. To carry out all types of repairs in Building pertaining to concrete/masonry work, plastering, flooring, putty filling, distempering, painting, welding, water proofing, plumbing etc.
- c. To carry out distempering, painting, white washing, color washing and varnishing including preparing the surface as directed by the Academy in all building shown in the Building Details once in a 2 years.
- d. To carry out all types of road repairs pertaining to Flexible & Rigid pavement (as per details given above) including paved shoulders& road signage including Joint filling and Patch repair etc. in MPRRA premises.
- e. To arrange for all types of tools etc. at his own cost for undertaking such maintenance and repairs.
- f. To make necessary arrangements for procurement of all necessary materials such as cement, sand, stone aggregate, bricks, hardware etc. for repair and maintenance of work.
- g. To attend:
1. Break down calls.

2. work like cleaning of drainage line, remove chocked drainage line in MPRRA premises including Administrative Building, Guest house, Hostel and Residential quarters and the Roads.
- h. To make available services of qualified plumber in office premises as well as in residential buildings from 9.00 am to 8.00 pm from Monday to Saturday. In case of emergency plumber will have to work on odd hours and holidays.
 - i. To make available qualified plumber with helper as per requirement who shall attend day to day maintenance and repair/replacement of the water supply and sanitary fittings in all buildings, as detailed here under:
 1. Taps and its accessories fixed in latrines, bathrooms, kitchens / common areas etc.
 2. Cistern, toilet seat and its accessories
 3. Washbasin and its accessories.
 4. Overhead tank and its accessories.
 5. Connecting/ repairing / replacing of pipe lines with necessary standard materials.
 6. Miscellaneous items in bathroom like shower, mirror, towel rod etc.
 7. Any other work required for repair and maintenance of sanitary fittings.
 - j. To carry out any work relating to maintenance and repairs of civil, sanitary & water supply fittings and road work.
 - k. To dispose off debris/waste generated during the repair and maintenance work from MPRRA premises to the designated municipal area.

B. Electrical works

- a. Comprehensive Annual Maintenance shall include day to day electrical maintenance, repairs (such as all Electrical Wiring cable, Switches, Switch Boards, Holders, Socket, MCB, Motor binding, LED Light, Bulb, Tube lights and Ceiling / Exhaust Fans etc.) and replacement of electrical fittings (such as all electrical, Wiring cable, Switches, Switch Boards, Holders, Socket, MCB, Motor binding, LED Light, Bulb and Tube lights etc.) to maintain safe and uninterrupted electrical supplies in MPRRA premises.
- b. To maintain, repairs and replacement of all electrical wiring, cables, telephone wiring including fittings and fixtures and water pumps in all buildings of MPRRA.
- c. To arrange for all types of tools & plants etc. required for undertaking maintenance and repairs.
- d. To attend breakdown calls.
- e. To maintain EPABX installed in buildings
- f. To make available services of electrician in office premises as well as in residential buildings from 9.00 am to 8.00 pm from Monday to Saturday. In case of emergency electrician will have to work on odd hours and holidays.
- g. To ensure maintenance of HT Panels, ACBs, Transformer, LT Panels, Capacitor Panels and connecting cables/ducts in clean and working condition.
- h. To monitor continuously power factor, load (KW, KVA, KVAR), voltage, current, frequency and ensure that these are maintained within limits to avoid penalty or damage

to installation.

- i. To maintain logbooks, if required.

General

- a. Replacement of accessories sanitary and water supply fittings and electrical fittings shall be done only after approval of MPRRA.
- b. If the maintenance and repairs are not attended on the same day or next day, pro-rata recovery will be effected as per Special Conditions of Contract.
- c. The plumber and electrician shall wear uniform.
- d. Monthly report of all the works/ jobs carried out during the month should accompany the bill.
- e. Payment will be made every month after making necessary and statutory deductions within 10 days from the date of submission of bill and certification of satisfactory work done by the GM.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Rate:** Quoted rate should be workable, and shall be **inclusive of all duties, royalties, cess, levies, Taxes of Urban local body and any other Authority etc. but excluding GST.** It shall also include all travel, stay, out of pocket expenses, cost of producing documents etc. **GST as applicable on the date of payment shall be paid separately by the Academy.** MPRRA will provide to the contractor water and electricity for carrying out the work.
2. **Tools and Equipments:**
 - (a) Contractor shall make available at site the requisite tools and equipments.
 - (b) Contractor shall also make available at site safety equipments, safety belts, helmets, shoes, rain / water protection equipments etc. required to work with electricity, fire, refrigerant, gases under pressure, places at any height, depth, above false ceiling and in ducts.
 - (c) The contractor will provide identity card, uniform to the employees deployed by him.
3. **Material**
 - a) Materials used for maintenance and replacement should conform to relevant BIS Codes. BIS and MPPWD Specifications.
 - b) If any material used or work at site is found to be substandard the contractor shall be asked to remove the material or rectify/ re-execute the work as the case may be, within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the risk and cost of the Contractor.
4. The Contractor should have valid license relating to this contract as per the existing laws and the workmen employed by the contractor should also have the license and sufficient experience in their trade.
5. The contractor at his own cost shall provide, in the joint name of the Director, MPRRA and the contractor, insurance cover for his employees from the date of commencement till the date of completion of contract. The Contractor shall be fully responsible and shall indemnify MPRRA with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the contractor or his agents and / or his employees or workmen. Insurance policies and certificates for insurance shall be delivered by the contractor to the General Manager.
6. The contractor shall be responsible for making payment to his employees at the rate fixed by the Collector Bhopal. If the rate for any job has not been fixed by the Collector Bhopal it shall be payable as per Minimum Wages Act.

7. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by him and all the Statutory and other liabilities. The contractor shall comply with all necessary Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations of Labour Deptt. of State Govt. / Central Govt.
8. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the MPRRA will not in any way be liable or responsible for any default / irregularity / penalty on the contractor's part.
9. The following requisites are to be fulfilled by the contractor:
 - a. Time schedule of works;
 - b. One full time supervisor shall be present in the premises. Electrician, Plumber, Masson Carpenter and Helper as and when required for maintenance activity.
 - c. Maintain desired quality of the work as per specifications.
 - d. He or his authorized representative should visit the site as per requirement and meet G.M. MPRRA for any clarifications and to receive instructions, etc.
10. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to MPRRA in kind or cash will be viewed seriously and MPRRA will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.
11. The contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/ visitors at site or near the site of work.
12. Maintenance, repairs and replacement work shall be carried out with minimum inconvenience to the occupants.
13. All complaints / instructions given by the GM are to be attended on the same day or next day. In case of delay in attending the complaint in time, MPRRA will be at liberty to get the work done through any other agency at the risk and cost of the contractor and the actual cost there for shall be recovered from the Contractor.
14. In case of any default or failure on Contractor's part to comply with all / any one of the Term / Condition, MPRRA reserves the right to take remedial measures, inter-alia, the deduction of appropriate amount (s) from dues otherwise payable to contractor.
15. **Monthly payment:**
 - a. Payment will be made every month after making necessary and statutory deductions and 5% security deposit, within 10 days from the date of submission of bill and certification of satisfactory work done by the GM.
 - b. Any discrepancy in settlement of bill shall be brought to the notice of GM MPRRA within a period of one month. MPRRA will not entertain any claim after stipulated time.
16. **Removal of undesirable employee.**

The Director, MPRRA shall have the power to remove any deployed employee who is considered to be undesirable.

17. Termination

- a. If the contractor commits any fundamental breach of contract, Director, MPRRA shall suspend, foreclose or terminate the agreement by giving one month written notice at any time during the currency of contract.

The Following shall constitute as fundamental breach of Contract:

- i. Default by contractor: If the contractor delays, neglects or refuses to execute work as mentioned in scope of work
 - ii. Failure to comply any or all contract conditions or fails to complete the work within the specified period.
 - iii. Failure to perform any obligation(s) under the contract.
 - iv. Failure to take remedial action for its failure within the period given by Director, MPRRA.
 - v. If the contractor and/ or his authorised representative is found indulged in corrupt practices, misbehaving with the Academy Staff/Guests/ Trainees/Occupants.
- b. In the event of termination of Contract performances security, security deposit and any amount payable to the contractor shall stand forfeited.
- c. Contract may be foreclosed at the convenience of Director, MPRRA without assigning any reason and the contractor shall be paid for work without any penalty.
- d. In case Director, MPRRA foreclose the contract in part, MPRRA shall not pay any compensation in any form to the contractor for the foreclosure.

18. Settlement of dispute and Arbitration.

18.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning and interpretation of the terms of the contract and instructions herein before mentioned or as to the quality and adequacy of the services arising out of these conditions during the contract shall be referred to the Chief Executive Officer MPRRDA, Bhopal and his decision shall be final and binding on both the parties.

18.2 Either party will have the right of appeal against the decision of the competent authority, nominated under sub Clause 18.1, to the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 provided the amount of claim is more than Rs. 50,000/-.

Notwithstanding anything referred to either to the Engineer or to Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

19. Contract Extension.

If the services of the contractor are found satisfactory by Director MPRRA during the period of contract it may be further extended for a period of one year at the existing rate and on the existing terms and conditions. However, it will be obligatory on the part of the contractor to continue the services beyond the contract period for at least 3 (three) month or till the new contract is finalized, whichever is earlier, on the same rates, terms and conditions. Fresh agreement shall be executed on non judicial stamp of required value for extended period.

All the terms and conditions in tender document shall form part of Agreement.

Note: Tender, Proposal and Bid is synonymous.

SPECIAL CONDITIONS OF CONTRACT

1. MPRRA does not bind itself to accept unworkable rates.
2. MPRRA may call written clarification from bidder, including detailed price analysis of the financial proposal in relation to scope of work, allocation of risks and responsibilities and any other requirements of the tender document.
3. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by MPRRA from time to time.
4. Time is the essence of the contract and for any pending/incomplete work as well as for any substandard work, the amount of deduction/penalty per week shall be calculated at 0.25% of the contract amount, subject to a maximum of 5% of the contract amount.

PROFILE OF INDIVIDUAL/FIRM SUBMITTING PROPOSAL

1	Name of the Individual/Firm	
2	Name and Designation of Authorised Representative	
3	Communication Address with Pin code	
4	Phone No. with STD Code	
5	Mobile No.	
6	Fax	
7	E-Mail ID.	
7	Firm Registration Number.	
8	Permanent Accountant Number.	
9	Goods and Service Tax Registration Number	
10	Electrical Contractor License Number	
11	ESI Registration Number	
12	EPF Registration Number.	

PARTICULARS OF AUTHORISED REPRESENTATIVE

1	Name of the Authorized Representative
2.	Designation
3	Communication Address with pin code	
4	Phone No. with STD Code
5	Mobile No.
6.	E-Mail ID.

UNDERTAKING

1. I/we, the undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me/us are valid and binding upon me/us for the entire period of contract and period of extension, if any.
3. I/we agree the term and conditions as laid down in the scope of work.

Signature of the -----/ Authorised Representative

Date:

(Seal of the -----)

Place:

GUIDELINES FOR EVALUATION OF TECHNICAL PROPOSAL

(1) Technical Proposal will be evaluated with reference to eligibility criteria given below:

Services wise Minimum Eligibility Criteria for pre-qualification is as follows:

The Individual/ Firm:-

- a. Should have completed at least three assignments and on-going services during last 03 Year in government/ semi-govt. buildings and any reputed private organization etc supported by completion certificates issued by the Employer in the Table-1 given below.
- b. Two similar completed assignments, the value of each assignment should not be less than 50% of the estimated annual cost mentioned in Table-2 below;

Or

One similar completed assignment, the value of which should not be less than 80% of the estimated annual cost mentioned in Table-2 below

- c. Should have annual turnover of at least 75% of the estimated annual cost mentioned in Table below during the last three year.

Table-1

DETAILS OF COMPLETED AND ON-GOING ASSIGNMENTS OF SIMILAR NATURE DURING THE LAST 3 YEAR AND OTHER PROJECT EXPERIENCE.

Name of the Individual/Firm

S. No	Particulars of completed /on-going Assignment	Name Of Employer	Cost of Assignment (Rs in Lakh)	Date of Commencement	Date of Completion	Whether Assignment was successfully completed or on-going.

Note:

- a. Certificate of employer, in case of completed works shall have to be enclosed.
- b. Documentary proof for award of on-going assignments.

Table : 2
Estimated Annual Cost

Particulars of Service	Estimated Cost (Rs.)
1 Maintenance of Civil works including water supply and sanitary fittings, electrical fittings & road work.	Rs.6.00 Lakh per year.

- d. Should have all tools and plants and technical personnel required for the maintenance of the service.

Note: Submission of any false and/or inadequate information may result in rejection of the technical proposal.

- (2). The following documents have been submitted with the Technical Proposal;
- a. Profile of Individual/ Firm, and his authorised representative in the format given in Page No. 18-19.
 - b. Copy of Firm Registration, Permanent Accountant Number, Goods and Service Tax Registration, Electrical Contractor License, ESI Registration, EPF Registration and any other registration.
 - c. Description of work plan, time schedule for execution of assignment with activity bar chart.
 - d. Experience certificate of at least three completed assignments and on-going assignments during last 03 Year, along with its completion certificate of the Employer in the format given in Table 1 (Page No. 20).
 - e. Copy of Balance Sheet of last three financial year, (2016-17, 2017-18 and 2018-19) along with audit report.
 - f. Annual turnover for the last three financial year, which should not be less than Rs.5.00 lakh in any financial year, duly certified by the chartered accountant.
 - g. List of tools and plants and Technical personnel to be employed required for the maintenance of the service.

TECHNICAL PROPOSAL

Name of work: "Annual Maintenance of civil works in **M.P. Rural Road Academy, Bhopal**";

I/We _____ (Name of Individual/Firm) herewith submitting Technical Proposal for the above assignment. _____.

The following documents are submitted:

- (a) Profile of Individual/ Firm, and his authorised representative in the format given in Page No. 18-19.
- (b) Copy of Firm Registration, Permanent Accountant Number, Goods and Service Tax Registration, Electrical Contractor License, ESI Registration, EPF Registration and any other registration.
- (c) Description of work plan, time schedule for execution of assignment with activity bar chart.
- (d) Experience certificate of at least three completed assignments and on-going assignments during last 03 Year, along with its completion certificate of the Employer in the format given in **Table-1 (Page No. 20)**.
- (e) Copy of Balance Sheet of last three financial year, (2016-17, 2017-18 and 2018-19) along with audit report.
- (f) Annual turnover for the last three financial year, which should not be less than Rs.5.00 lakh in any financial year, duly certified by the chartered accountant.
- (g) List of tools and plants and technical personnel to be employed required for the maintenance of the service.

Place:

Date:

Signature: _____

Full Name: _____

SEAL

Schedule of payment

Payment shall be made as per monthly rate quoted by the Contractor in financial Proposal in following manner.

S. No.	Particulars	Payment Schedules
1.	Annual Maintenance of civil works in M.P. Rural Road Academy, Bhopal excluding distempering, painting etc. covered by Sl. No. 2, but including White/Color washing which comes under the category of repair/maintenance	75 Percent of the monthly rate quoted by the Contractor in financial Proposal
2.	Distempering, painting, white washing, color washing and varnishing including preparing the surface as directed by the Academy in all building shown in the Building Details once in a 2 years	25 Percent of the Contract Amount after completion of activity shown in Serial No.2

FINANCIAL PROPOSAL

Name of work "Comprehensive annual maintenance of civil works in M.P. Rural Road Academy, Bhopal";

I/We _____ (Name of Individual/Firm) herewith submitting FINANCIAL PROPOSAL

for the above assignment. _____.

S. No	Particulars of Assignment	Rate per month (Rupees)	
		In figures	In words
1	Comprehensive annual maintenance of civil works in M.P. Rural Road Academy, Bhopal		
	Total Contract Price = Per Month Rate X 24		

Note:

- (1) The rate shall remain firm till completion of the assignment.
- (2) The rate quoted by the Bidder shall be **inclusive of all duties, royalties, cess, levies, Taxes of Urban local body and any other Authority etc. but excluding GST.**
- (3) **GST as applicable on the date of payment shall be paid separately by the Academy.**
- (4) Quoted rate shall be inclusive of all travel, stay, out of pocket expenses, cost of producing documents etc.

Place:

Date:

Signature: _____

Full Name: _____

SEAL

Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____

_____ [name and address of
Employer] (hereinafter called “the Employer”) of the one part, and

_____ [name and address of
Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute _____

_____ [name
and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the

Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- i) Letter of Acceptance;
- ii) Notice to proceed with the works;
- iii) Contractor's Bid;
- iv) Contract Data;
- v) Special Conditions of contract and General Conditions of Contract and NIT.
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

Form of unconditional Bank guarantee from Contractors for Performance Security

(To be used by approved scheduled banks)

1. In consideration of the Director Madhya Pradesh Rural Road Academy (hereinafter called “the Academy”) having agreed to exempt..... (Herein after called “the said contractor(s)”) from the demand, under the terms and conditions of an Agreement dated.....made between.....And.....for(hereinafter called “the said Agreement”) security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Academy an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Academy by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.
2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Academy stating that the amount claimed is due by way of loss or damage caused to or suffered by the Academy by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Academy under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Academy certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank Limited further agree with the Academy that the Academy shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Academy against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Academy or any indulgence by the Academy of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.
6. We bank hereby unequivocally undertake that if the Academy invokes the guarantee the bank (issuing branch) will make the payment to the Academy without any reference and demur.
7. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Academy in writing.

Dated theday of.....20.....

For Bank Limited.