GOVERNMENT OF INDIA MINISTRY OF EARTH SCIENCES Prithvi Bhavan, Lodi Road, New Delhi



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Tender for

OPERATION AND MAINTENANCE OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS AND DIESEL GENERATOR SET

AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI

#### GOVERNMENT OF INDIA MINISTRY OF EARTH SCIENCES Prithvi Bhavan, IMD Campus, Lodi Road, New Delhi Phone: 011-24669596 Website : www.moes.gov.in

#### TENDER FOR OPERATION AND MAINTENANCE OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS AND DIESEL GENERATOR SET AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI

The Ministry of Earth Sciences invites E-tender from experienced firms/agencies/contractors in the prescribed format for Operation and maintenance of external/internal electrical systems and diesel generator set at Prithvi Bhavan, Lodi Road, New Delhi

The bidders are required to visit Prithvi Bhavan to see the actual installations to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be deemed that the bidder has seen and understood the complete work involved for each of the systems.

This is an E-Tender and the Technical & Financial Bids are to be submitted On-Line only on <u>http://eprocure.gov.in/eprocure/app</u>. The interested Tenders are to participate in E-tendering and such tenderer should have a Digital Signature for the purpose of participation in the E-Tender process. The "Instructions for online Bid Submission are given at Annexure I". A Pro-forma for "Tender Acceptance Letter" is at Annexure II which is also to be filled in and submitted with the Technical Bid.

## Open Tender No. MoES/7/9/2016-Genl.

## **Document Control Sheet**

1.	Open Tender No.	MoES/7/9/2016-Genl.
2.	Name of Organization	MINISTRY OF EARTH SCIENCES
3.	Last date and time for downloading Tender document	12/01/2017 (15:00 Hrs)
4.	Last Date and Time online submissio Bid & submission of EMD and tender in original (in tender box at this Minis	fee
5.	Date and Time of Opening of Technic	al Bid 13/01/2017 (15:30 Hrs)
6.	Address for communication	Director (General Admn.) MINISTRY OF EARTH SCIENCES PRITHVI BHAWAN New Delhi – 110013

### 2. Pre-qualification Conditions:-

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant's experience, personnel and financial position, as demonstrated by the Applicant's responses in various forms attached along with the Letter of Application (**Annexure – IX**).

- 2.2 The Applicant has to meet the following minimum criteria for pre-qualification:
- (a) Average annual financial turnover for related works during the last three financial years, ending March 31st, 2016 should be Rs.25 lacs
- (b) Experience of having successfully completed similar works during last 05 (five) years ending last day of month previous to the one in which applications are invited i.e. November, 2016 should be either of the following;
- (i) Three similar completed works costing not less than Rs.10 lakhs or
- (ii) Two similar completed works costing not less than Rs.12 lakhs

or

- (iii) One similar completed work costing not less than Rs.20 lakhs
- (c) Definition of "Similar Works" i.e. The Firm/ Agency/ Contractor should have rendered their services for maintenance of similar works i.e. operation and comprehensive /non-comprehensive maintenance of Diesel Generator Set and Electrical works in a premise including electrical panels, power supply, lighting system, earthing systems and lightening protection systems etc, during last five years for any government sector (Central or State) or Public Sector Undertaking (PSU) satisfactorily. Necessary relevant document to this effect to be enclosed (Fill enclosed **ANNEXURE - IV**).
- 2.3 Copy of PAN/TIN No., Service Tax No., Income Tax Clearance Certificate to be furnished/enclosed.
- 2.4 Firm's Registration Certificate, and Valid Electrical License/Electrical Competence Certificate to be furnished/enclosed (Fill in **ANNEXURE V**).
- 2.5 Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill in **ANNEXURE VI**).

## 2.6 Minimum Manpower Requirement:-

S. No.	Manpower	Shift of Operation & Maintenance			Qualifications	Work Experience	
		Α	В	С	Total		
1	Supervisor	-	-	-	2	Diploma Holders in Electrical Engineering or possess certificate of competency for the work	At least five years experience of carrying out similar work
2	DG /Electrical Operator	2	2	2	6	ITI certificates/valid license issued by competent authority	At least two years after acquiring professional qualification
3	Helper				2		At least one year experience of carrying out similar work
4.	Visiting Expert Engineer (who is to visit site once a week and should submit a report about the health of the equipment				1	At least BE/B.Tech in Electrical Engineering	At least 5 years experience in relevant field

The rates quoted shall be inclusive of cost towards deployment of above said manpower. The employees deployed shall have neat/clean/washed uniforms with visible identification badge.

## Note: Scan Documents in support of each of the above Eligibility Conditions should be enclosed with the Technical Bid

## 3. Sale of Tender :-

3.1 Non transferable tender document containing requirements, terms, conditions and technical specifications etc. can be obtained from the General Section, MoES on all working days from the date of advertisement in the national newspapers on a written request on the letter head of the firm and on payment of Crossed demand Draft/Banker's cheque (non refundable) of **Rs. 1000/-** (Rupees One Thousand Only) in favour of the DDO, MoES payable at NEW DELHI as **Tender Fee.** The tender document can also be downloaded from the Ministry's website (www.moes.gov.in) & **CPP Portal** (www.eprocure.gov.in) and Tender Fee can be deposited with the technical bid. **Tender/Bid received without tender fee shall be rejected.** 

3.2 Before buying the tender document, tenderer should see the document for details of the tender conditions and pre-qualification criteria in their own interest at our website which will be available from the date of publication of tender notice in leading newspapers.

### 4. Earnest Money Deposit (EMD) & Contract Performance Guarantee:-

The tenderers are required to deposit Demand Draft of **Rs.50,000/-** (Rupees Fifty Thousands only) in favour of the DDO, MoES, payable at New Delhi as Earnest Money **Deposit (EMD)** along with original tender document for this work. EMD will be returned to the unsuccessful tenderers after award of the contract to the successful tenderer. No interest shall be payable by Ministry on EMD. Further, on award of the contract, a security deposit of an amount equivalent to 5% of the total annual contract value in the form of Bank Guarantee with a validity for a period more than two months over the expiry of contract period from Commercial Bank shall be deposited with Ministry as **Contract Performance Guarantee** which shall be refunded after two months from the date of expiry/completion of the contract/contractual obligations. After depositing the amount of the security deposit, the EMD amount would be released to successful tenderer. In the event of the contractor failing to comply with any provision of the contract the Contract Performance Guarantee shall stand forfeited.

**5.** The complete tender is to be submitted **online only** containing the following documents (Scanned Copies):-

## 5.1 TECHNICAL- BID:-

- (a) The tender document in original including the unfilled PRICE-BID proforma (ANNEXURE - VII) duly signed and stamped as a token of acceptance, of the Terms & Conditions of the Tender
- (b) Documents as mentioned in **pre-qualification conditions at 2.2, 2.3 and 2.4** including attested copies of Registration Certificate, PAN/TIN No., Service Tax No., experience certificates of carrying out similar nature of work, latest

ITCC certificate, balance sheets/audited statements of account or any other relevant document to prove the annul turnover as per pre-qualification condition.

- (c) A demand Draft/Bankers' Cheque, FDR, Bank Guarantee of Rs. 50,000/-(Rs. Fifty Thousands only) in favour of the DDO, MoES, payable at NEW DELHI, from any commercial Bank, as Earnest Money Deposit (EMD).
- (d) The Original EMD of Rs. 50,000/- instruments (such as Demand Draft, Bankers' Cheque, FDR, Bank Guarantee) & Tender Fee of Rs. 1000/- (in form of Bank Draft/bankers' Cheque), should be deposited with the tender processing section of the Ministry latest by the last date and time of bid submission. No EMD instruments and Tender Fee instruments will be accepted after the last date & time for submission of the Bid and this Ministry shall not consider any request in this connection on account of various reasons like postal delay or courier delay etc.
- (e) Scanned copies of EMD and Tender Fee shall also be uploaded with the Technical Bid. These documents should match with their physical form which are to be submitted in original to this Ministry before last date & time for submission of the Bids.
- (f) The firm will put page number and authorized signature on each page (both side) compulsorily and in absence of it, the bids will be rejected.

#### 5.2 PRICE - BID:-

The **Duly Filled PRICE-BID** as per pro-forma given in the tender document at **ANNEXURE - VIII** shall be submitted separately Online. Conditional price bid shall be summarily rejected.

#### 5.3 Submission of Bid:-

The Bid relating to "OPERATION AND MAINTENANCE OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS and DIESEL GENERATOR SET AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI" is to be submitted Online only.

## 6. Clarification of Bids:-

- 6.1 Bidders may seek any clarifications from Ministry on their written request regarding the tender document.
- 6.2 During evaluation of bids Ministry may, at its own discretion ask the bidder (s) for clarification of their bid.

## 7. Opening of Bids:-

- 7.1 The TECHNICAL-BID (online) shall be opened first as mentioned in the tender notice in which the tenderers or their representative can participate. The PRICE-BID (Online) will be opened only of those tenderers whose TECHNICAL-BID is found to be in order. Such technically qualified tenderers shall be intimated about date and time for opening of price bid.
- 7.2 Successful firm/agency/contractor will be intimated and the contract agreement will be entered into initially for a period of one year. The preparation of the contract agreement with proper seal and signature etc. would be done by the tenderer in consultation with Ministry.
- 7.3 Foreclosure of contract due to abandonment or reduction in scope of work If at any time after acceptance of the tender, the Ministry can decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, and in that case this Ministry shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 7.4 Subletting The subletting of the contract is not permitted.
- 7.5 The firm is also required to submit the price breakup of manpower and other major works as mentioned in the tender along with price-bid. (The minimum wages should be followed for respective manpower).

## 8. Right to accept any tender and to reject any or all tenders:-

The Ministry reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry's action.

#### 9. Payment:-

9.1 Contractor will submit quarterly Pre Receipt (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of payment of salary to the deployed manpower, deposit of ESI, PF and Service Tax (if applicable). Ministry will make payment to the contractor within 15 days after receipt of the bills after deduction of applicable taxes/TDS etc.

- 9.2. If the checklist, log sheets and instructions of the Ministry do not shows proper compliance of works to be done by the contractor as per schedule, Ministry will make suitable deduction from the contractor's bills. If the contractor fails to maintain the operation and maintenance of services as per contract, in such event Ministry will deduct actual cost incurred on this work plus 5% extra for departmental service charges.
- 9.3 In case of short deployment of manpower as given in the contract Ministry will make suitable deduction from the bills on the basis of minimum wages as applicable.
- 9.4 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be in a proper neat & clean well-dressed uniform. Providing of uniform etc to deployed staff shall be the responsibility of the contractor.
- 9.5 Levy/Taxes payable by contractor Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Ministry shall not entertain any claim whatsoever in this respect.

All tendered rates shall be inclusive of all taxes and levies payable except Service Tax under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid.

#### 10. Applicable Law:-

- 10.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Centre. Ministry shall have no liability whatsoever in any manner. The Contractor has to show the proof of payment of fair wages to his workers as and when asked for the same by Ministry.
- 10.2 Minimum wages Act to be complied with The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

#### 11. Resolution of Dispute:-

All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the contractor out of the panel of three persons nominated by the Ministry, and his decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

## 12. Force Majeure:-

- 12.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 12.2 For purposes of this clause, "Force Measure" means an event beyond the control of the supplier and not involving the contractor/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 12.3 If a Force Measure situation arises, the contractor/ service provider shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force measure event.

#### 13. General:-

The Ministry of Earth Sciences is situated at Prithvi Bhavan, IMD Campus, Lodi Road, New Delhi.

The Power Supply to Prithvi Bhavan is provided from NDMC. Incoming power supply has been taken to the HT Switch gear room through underground buried 800 KVA cables. Voltage of 800 KVA supply is step-down through 1000 KVA indoor type two transformers. There is a provision of in plant generation of power through Diesel Generating set to meet the requirement due to non-availability of grid power.

#### 14. Terms and Conditions of Agreement:-

- 14.1 The work of The Operation and Maintenance of external/internal electrical Systems and DieseL generator set, fire fighting system and plumbing works at prithvi bhavan, lodi road, new delhi will be initially awarded for a period of one year and extendable upto 2 years more subject to finding satisfactory services with the mutual consent of the Ministry and the contractor at the discretion of the competent authority.
- 14.2 The work shall be done as per standard specification of Bureau of Indian Standards, other National /International Standards, IE rules and statutory requirement of Govt. of India as may be applicable at the work site from time-to-time.
- 14.3 All parts of the specification shall be read in conjunction with each other. In case where requirements given in different parts differ, the most stringent shall govern.
- 14.4 Any additional work/equipment or technical requirement not mentioned in the scope of work but required to make the system operative shall be deemed to be included in the offer.
- 14.5 The bidder shall provide all necessary manpower, tools and tackles, consumables, transport, instruments etc. required to carry out work as per this document/direction of supervising personnel of Ministry.
- 14.6 All the manpower deployed will work as per the schedule mentioned in para 2.6 for 365 days in the year and 24 hours a day. Manpower deployed in shifts shall not leave unless manpower for next shift arrives to relieve them. Further, manpower of previous shift shall continue the duty of next shift In case manpower for the next shift either does not report or any other alternative arrangement is not made. In all these cases overtime shall not be paid by MoES.
- 14.7 Where the proper execution of the work depends upon the performance of the other agencies or where the bidder considers that his work is being unreasonably interrupted by the activities of the other agencies he shall so notify to Ministry immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the prevailing conditions.
- 14.8 All work shall be carried out to the satisfaction of the supervising personals of Ministry. Any work found to be carried out without the approval of the supervising personnel (Ministry) or work which is considered to be unsatisfactory and of poor quality of workmanship, shall be rectified by the bidder without any additional cost to Ministry.

- 14.9 The requirements about shutdown to carryout the work shall be optimally planned and shall be informed in writing to the supervising personnel (Ministry) well in advance and approval obtained. The responsibility of co-ordination with other agencies sharing the work area shall also be of the bidder.
- 14.10 Work permits shall be issued while giving shut downs to other agencies/deputing the persons for carrying out job taking full care of safety and security of equipment and personnel. Records of issue of work permits and their release shall be maintained.
- 14.11 Care shall be taken not to expose panels, static converters and sensitive electronic equipment to undue vibration during handling.
- 14.12 Care shall be taken so that during welding and/or high voltage testing, current does not pass or voltage do not appear across terminals/components either directly or otherwise which may cause damage to them.
- 14.13 The bidder shall complete and fulfill all formalities with the statutory authorities having jurisdiction in the area.
- 14.14 The bidder shall attend review meetings and all other meetings called by the Ministry.
- 14.15 The bidder shall provide the monthly progress report in duplicate. The report shall clearly define all major activities completed during the previous month and identify programs that are proposed to be undertaken incoming month etc. The report format shall be finalized after discussion with the supervising personnel (Ministry).
- 14.16 The bidder shall be given all project drawings with "As Built" information to the extent possible and shall maintain the installation accordingly. Modification made, if any, shall be recorded.
- 14.17 All faults, discrepancies failure shall be promptly attended and preventive maintenance shall be done regularly so that break-downs are minimized. Response time should be less than one hour. Preventive Maintenance schedule to be workout out after discussion with the supervising personnel (Ministry).
- 14.18 In case of non-deployment of manpower and/or service is not provided to the satisfaction of Ministry, Ministry reserves the rights to rectify the problem through other agency at the risk and cost of the bidder and suitable amount shall be deducted from the payment of the bidder.
- 14.19 Rates of Items quoted shall be inclusive of all taxes, duties, levies, payments etc. Also the rates quoted by the bidder shall be inclusive of all payments to be made

by the bidder to the all manpower and all costs toward workmen compensation, PF, insurance etc.

- 14.20 There should be no delay in making the system up for want of spares. The responsibility of spares planning rests with the bidder.
- 14.21 No Sales Tax exemption forms shall be issued by Ministry to the successful bidder.
- 14.22 Assessment of performance will be ascertained by mutually agreed terms and conditions separately on the outcome of services. Based on this mutually agreed verifiable indicator performance assessment, the liquidated damages or termination of contract as per the stipulations in contract will be applicable.
- 14.23 Where modification to the existing structure is required Ministry will do the procurement and the bidder will have the responsibility for installation and commissioning at no Extra Cost.
- 14.24 The cost of coolant, Engine oil, any spare parts (if required) shall be reimbursed by Ministry. The Ministry shall reimburse CPWD/DSR rates wherever applicable. In case such rates are not available the bidder should provide spares at the OEM rates. Consumable material required for maintenance job should be included in the bidders quote and the Ministry shall not be liable for any payment.
- 14.25 The bidder is liable to perform all the work mentioned at "**Scope of Work**" in the tender document.

#### 15.0 Scope of Work:-

The scope of work/ services to be provided by the bidder shall be inclusive of the following but not limited to:-

- 15.1 Setting up furnished office/storage facilities at space provided by Ministry for manpower, drawings, documents, tools and tackles, spares etc.
- 15.2 Transport facilities for attending the work, arranging resources, coordinating with concerned official of Ministry, Power and Water Supply Authorities/State Administration and meeting emergencies round the clock.
- 15.3 Operation, switching & preventive maintenance as per recommendation of manufacturer/operation & maintenance manual and direction of supervising personnel. Breakdown maintenance and modification to installation as and when required. The work shall also include temporary lighting and any other arrangement as per direction of supervising personnel (Ministry).

- 15.4 Planning, scheduling and carrying out preventive maintenance of external/internal electrical systems and diesel generator set in consultation with supervising personnel (Ministry).
- 15.5 Attending breakdowns, faults and restoring the operation of external/internal electrical systems and diesel generator set, within minimum possible time.
- 15.6 Repair/replacement of faulty/unusable items and keeping record thereof.
- 15.7 Advising of procurement of spares in time so that maintenance/operation is not held up for want of spares.
- 15.8 Bidder shall note that the system of the campus which are to be operated have been designed to operate at the rated parameters as per the drawing and documents available with Ministry and the performance test.
- 15.9 Co-ordination with Power/Water Supply Authorities/Telephone Authority/ Statutory Authorities/State Administration and other agencies working in the area/having jurisdiction in the area.
- 15.10 Watering of earth electrodes checking earth resistances and checking earth continuity periodically every six month and the report should be made available to Ministry.
- 15.11 Oiling, greasing and lubricating all the rotating equipment, valves, fittings and mechanical equipments etc. as per instruction of Operating Manual and Schedules. In case the bidder is advised to provide the material the bidder shall be paid cost of material on actual basis.
- 15.12 Instruction for deployment of manpower on all days, holidays, weekly off days and beyond normal working hours, etc. shall be entered in the log book. Weekly holidays and working beyond office hours is the bidder's programme.
- 15.13 Any other minor works requested by the Ministry.
- 15.14 Documents to be maintained :-
  - log book of daily event
  - Complaints registers
  - Planning and scheduling of preventive maintenance
  - Reports of preventive maintenance done
  - Daily breakdown maintenance/status reports
  - Work permit issued/released
  - reports of testing/checking done
  - Consumables & spares consumption register/reports
  - Reports of modification done
  - Attendance sheet.

- Receipt and consumption report of Fuel for DG Set
- Plant Record Book

Formats for above report shall be finalized in consultation with supervising personnel of Ministry.

- 15.15 The scope of work to carry out operation and maintenance (on 24x7 basis) of Electrical Systems at Ministry comprise the following but not limited to:
  - i) VCB panel (Three Panel Set), Siemens Make -- 1 Set.
  - ii) 11 KV-415V Transformer oil cooled indoor 1000 KVA, Kirloskar make – 2 Nos.
  - iii) Main LT Panel Adlec make (2000 A, 415 V, TPN)
  - iv) Capacitor Panel (475 KVAR), Adlec Make 2 Nos.
  - v) Battery charger 230 V single phase 50HZ Ac operated 24V DC – 1 No.
  - vi) Bus Duct sandwich type Schneider (1 Lot) Transformer 1 & 2 LT, Capacitor 1 & 2 LT
  - vii) 800 Amp Feeder Panel Adlec Make 2 Nos.
  - viii) 200 Amp Feeder Panel Adlec Make 2 Nos.
  - ix) External Lighting Panel Adlec Make 2 Nos.
  - x) Lift Panel Adlec make (3 Nos.)
  - xi) AMF Panel for auto/manual 500 KVA DG Set 1 No.
  - xii) All internal and external lights in and around the building
  - xiii) Earthing Grid and Earthing stations in entire building complex
  - xiv) Bore well pump and its cabling alongwith panel
  - xv) Power Factor Controller
  - xvi) LT Cabling and Cable tray etc.
  - xvii) Overhead Bus Ducting
  - xviii) 415 V Motors of different capacities.
  - xix) LT panels in HVAC room and AHU rooms.
  - xx) Exhaust Fans in AC Plant Room and Electrical Plant Room
  - xxi) The Ministry has split/Tower/Window AC located at different parts of the building. Electrical Maintenance of these A/Cs shall be bidder's responsibility.
- 15.16 The scope of work to carry out operation and maintenance (on 24x7 basis) of 2 DG SETs & its General House keeping, at Ministry comprise the following but not limited to:
  - a. AC DG Set 500 KVA Cummins make, Alternator Standford -- 2 set
  - b. A.V.R.
  - c. Control panel
  - d. Fuel tank
  - e. Radiator

- f. Silencer
- g. Cooling fans
- h. 180 AH Standard Battery
- i. & other accessories of 500 KVA DG SET.

#### 15.17 Drawings/documents of existing installation to be maintained:-

One set of following "As built" drawings/documents shall be handed over to successful bidder. The successful bidder shall maintain these drawings /documents in proper manner in bound volumes duty numbered & indexed and use for operation & maintenance as reference documents. These documents shall be returned to Ministry on expiry of the contract period or termination of contract whichever is earlier.

- GA drawings
- Single line diagrams

#### 16. Commencement of the Contract:-

This contract will come into force for a period of 1 year initially, after signing an agreement between the two parties. But it can be terminated by giving 1 month notice without assigning any reason by the Ministry.

#### 17. Termination of the contract:-

This contract may be terminated on any one of the following contingencies:-

- (a) By giving one month notice by the Department due to:
  - i) The contractor not performing his duties properly.
  - ii) For committing breach of contract of any of other terms & conditions of the agreement or assigning the contract or any part thereof or benefit or interest therein or hereunder by the contractor to any third party for subletting whole or part of the contract to any third party.

Yours faithfully

Director (Admin)

## Open Tender No. MoES/7/9/2016-Genl.

Annexure-I

## Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app.</u>

### REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app.)</u> by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificated with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to other which may lead to misuse.
- 6. Bidder than logs on to the site through the secured long-in by entering their user ID/password and the password of the DSC/ e-Token.

## SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/ tender schedules. These tenders can be

moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.)has been provided to the bidders. Bidders can use "My Space" or "Other important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### SUBMISSION OF BIDS

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- 3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the IMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in their tender documents. The details of the DD/any other accepted instrument,

physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentially of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## ASSISTANCE TO BIDDERS

1. Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CCP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.

Annexure-II

## TENDER ACCEPTANCE LETTER

Date:

To, Director (General Administration) Ministry of Earth Sciences Prithvi Bhawan Lodhi Road, New Delhi-110003

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No. MoES/7/9/2016-Genl.

#### Name of Tender/Work: **OPERATION AND MAINTENANCE OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS AND DIESEL GENERATOR SET.**

Dear Sir,

- 1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely <u>www.moes.gov.in</u> or central Public Procurement Portal of Govt. of India i.e www.eprocure.gov.in as per your advertisement, given in the above mentioned website(s).
- 2. I/We hereby certify that I/ we have read the entire terms and conditions of the tender documents from page No. 1 to 19 (including all documents like annexure(s). schedule(s) etc. which form part of the contract agreement and I/We shall abide by the terms /conditions/clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization on the website too has also been taken into consideration, while submitting this acceptance letter.
- 4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 5. In case any provisions of this tender are found violated then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

## ANNUAL TURN OVER

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)
2013-2014	
2014-2015	
2015-16*	
Average Annual Turnover	

**Note :-** The above data is to be supported by Audited Balance Sheets.

\* If not audited till the date of submission of tender, a certificate from the Charted Accountant may be submitted, along with un-audited accounts.

Seal & Signature of Tenderer (Name & Designation of the authorized signatory)

# DETAILS OF COMPLETED WORKS OF SIMILAR NATURE (During last seven year ending March 31<sup>st</sup>, 2016);

S.No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							

Please attach supporting documents for the above furnished information. Note :-

> Seal & Signature of Tenderer (Name & Designation of the authorized signatory)

## ANNEXURE - V

## **Details of Registration with State/Central/PSU Departments**

Name of the Authority/Departm ent with whom registered	Class in which registered	Amount for which eligible to work	Date of Registration	Validity period	Whether registration

**Note :-** Please attach supporting documents for the above furnished information.

Seal & Signature of Tenderer (Name & Designation of the authorized signatory)

## **ANNEXURE - VI**

## PERSONNEL CAPABILITIES

S.No.	Name & Address of the Employee	Technical Qualifications	Post Held	Date of Employment

Seal & Signature of Tenderer (Name & Designation of the authorized signatory)

#### PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On stamp paper of appropriate value from any Nationalized Bank)

To,

Ministry of Earth Sciences, Prithvi Bhavan, IMD Campus, Lodi Road, New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns) having awarded to

- We. ..... (here in after called 1. "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this an aggregate quarantee up to limit of Rs. ..... (Rupees.....only).
- 2. We ...... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to

or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

- 3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
- 4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
- 5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
- 6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
- 7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
- 8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any tome anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in

enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

- 9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
- 10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
- 11. We. .....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

Dated ......day of ......2016.

For and on behalf of Bank.

Issued Under Seal

#### PRICE-BID

PRICE OFFER FOR **"OPERATION AND MAINTENANCE OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS AND DIESEL GENERATOR SET AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI**", INCLUSIVE OF ALL TAXES & DUTIES ETC, AS PER AFORESAID TENDER DOCUMENT.

S. No.	Description of Work	Amount (in Rupees)
1.	Operation and non-comprehensive maintenance of external/internal electrical SYSTEMS AND DIESEL generator set at Prithvi Bhavan, Lodi Road, New Delhi.	Rs
2.	Applicable taxes and levies except Service Tax	
3.	Service Tax @%	Rs
4.		
	TOTAL (1+2+3)	Rs
5.	% Overhead over the bill value to be charged by the bidder in case he needs to procure spare/consumable from the market on specific instructions of Ministry. The bill value will not exceed the MRP of the item brought and supporting documents for competitive rates/MRP will need to be submitted for claiming reimbursement of the bill.(Please note that all charges like procurement cost, cartages, insurance etc will be deemed to be covered under the % overheads to be charged by the contractor).	<b>10%</b> over the bill value

The total amount (Rupees in figures).....per year.

The total amount (Rs in words).....per year.

#### Note :-

- 1. The quoted prices/rates are valid for 120 days from the due date of opening of the tender.
- 2. The tender not fulfilling the minimum wages criteria shall be rejected.
- 3. The contract period will be initially one year period unless prematurely closed. The contract can be extended for a further period of 2 years based on satisfactory performance of the contractor and on mutual agreed terms and conditions.
- 4. It may here be noted specifically that the **discretion to award the work** ie. Operation & Maintenance – Non-Comprehensive contract will **VEST ENTIRELY AT THE DISCRETION OF Ministry** and the Bidder will have no say whatsoever in the matter.
- 5. In this Non-Comprehensive Maintenance contract all Routine working consumables like Cleaning cloth, , PVC Tape, fuses & cable joint kits of various ratings, and Blower & Tools & tackles etc. will be deemed to be covered under the charges as quoted above and will be supplied by the contractor.
- 6. Ministry has the authority to periodically appoint Technical Auditor or some other agency to evaluate the maintenance work done by the contractor and recommendations made thereof for compliance in letter and spirit. This is primarily to ensure that the reliability of the system is not compromised with due to lack of Maintenance.

Seal & Signature of Tenderer (Name & Designation of the authorized signatory)

#### LETTER OF APPLICATION

[NOTE: This Letter of Application is to be given on the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To, The Director Ministry of Earth Sciences Prithvi Bhavan, IMD Campus, New Delhi – 110 003

Sir,

#### "OPERATION AND MAINTENANCE OF OF EXTERNAL/INTERNAL ELECTRICAL SYSTEMS AND DIESEL GENERATOR SET AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI"

- 2. Attached to this letter are copies or original documents defining:
  - (a) the Applicant's legal status:
  - (b) the principle place of business; and
  - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
- 3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries		

- 5. This application is made in the full understanding that:
  - (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
  - (b) Your office reserves the right to:

Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Prequalification process, and reject all application without assigning any reason thereof; and

- (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
- 6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
- 7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	
Name	
For and on behalf of	

## **GENERAL INFORMATION:**

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm:	
2.	Head office address:	
3.	Registered office address:	
4.	Telephone:	Contact:
5.	Fax :	E-mail:
6.	Place of incorporation/	Year of incorporation / registration
	Registration No.	

## STRUCTURE AND ORGANIZATION

- 1. The applicant is
  - (a) an individual
  - (b) a proprietary firm
  - (c) a firm in partnership
  - (d) a Limited Company or Corporation.
- 2. Attach the Organization Chart showing the structure of the organization, including the names of the Heads and position of officers.
- 3. Have you ever left the work awarded to you incomplete: (If so, give name of project

and reasons for not completing the work.)

Seal & Signature of Tenderer (Name & Designation of the authorized signatory)