

D. 13013/05/2014-Genl.
Government of India
Ministry of Drinking Water & Sanitation

8th Floor, Paryavaran Bhavan,
CGO Complex, Lodi Road,
New Delhi-110003.

Dated: the 16th December, 2014

TENDER NOTICE

Subject: Tender for Annual Maintenance Contract for minor electrical repair and supply of electrical fittings/accessories work in the Ministry.

Sealed tenders for rate contract are invited for minor electrical repair and supply of electrical fittings/accessories work in the Ministry. Only registered and reputed firms fulfilling the eligibility criteria need to apply. The bidders should ensure that completed tender documents in sealed covers are delivered either by post or by hand to Shri K. Narayana Reddy, Under Secretary(Adm) or Shri A.K. Singha, Section Officer (Genl) at their office at 8th floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi -110003 by 1500 hours on 30th December, 2014.

1. The instructions to the bidders are at Annexure –I.
2. Terms and conditions of contract are at Annexure –II.
3. Financial bid at Schedule-I.
4. Tender will be opened at 1530 hours on 30th December, 2014.

K. Narayana Reddy
(K. Narayana Reddy)
Under Secretary to the Govt. of India
Tele # 24368612

To

NIC for uploading in the ministry's website

Dated:

INSTRUCTIONS TO THE BIDDERS

1. Eligibility Criteria:

The firm should be: -

- a. Registered firm and should have at least 3 years experience in the relevant field in the Government Ministries/Departments/Government or Semi-Government Organizations, including Public Sector Undertaking.
- b. While submitting the tender, the bidder shall have to produce Experience certificate of at least three years issued by an officer not below the level of Section Officer along with their tender.

2. The Tender should be accompanied by earnest money of Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft issued by a Nationalized Bank in favor of the Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi, without which the tender will not be considered. The earnest money will be returned to all the unsuccessful tenderer as soon as possible after completion of the tendering process but not before 60 days after opening the tenders. The demand draft of the successful bidder shall be returned after awarding of the contract by Ministry of Drinking Water & Sanitation and submission of the performance security by the contractor.

3. Bidders/Agency who are having near relative(s) employed in the Ministry of Drinking Water & Sanitation are not allowed to participate in the tender. The Agency should give a certificate as given in Form- II that none of his/her near relative is working in Ministry of Drinking Water & Sanitation. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. In case of any breach of these conditions by the company or firm or any other person the contract will be cancelled and Performance Security will be forfeited at any stage whenever is noticed and Ministry will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in; any contract/tender of Ministry. The near relatives for this purpose are defined as:

- (i) Member of a Hindu undivided family,
- (ii) Husband or wife,
- (iii) The one is related to the other in such a manner as father, mother, son(s) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

4. Scope of work:

- (i) The repair work is to be carried out in the premises of the Ministry of Drinking Water & Sanitation, Paryavaran Bhavan and Block No.11, CGO Complex, New Delhi as far as possible.
- (ii) Only such works as can't be done in the office premises would be allowed to be done in the workshop of the contractor. The contractor shall arrange for to and fro transport and carry the items at his own risk and cost. No extra charges will however be payable on this account.
- (iii) Any loss or damage of any item during repair within the premises of the Ministry or at the workshop of the contractor shall be liability of the contractor and the Ministry may, at its discretion, deduct total cost of the item or any part thereof from the bill of the contractor.
- (iv) The contractor shall depute one skilled electrician to this Ministry every day for doing the day to day electric repair work. If the electrician does not come on any of the working day

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or fails to do the required electric work, the work will be got done by the Ministry at the cost of contracted agency.

- (v) The contractor shall use materials conforming to ISI Standards wherever applicable for supply of electrical items. All the repair works/ accessories shall be supplied at the approved rates.
- (vi) The contractor shall undertake repair work only after receiving a written order signed by the SO(Genl). Any work undertaken otherwise shall be treated as unauthorized work and cost of such work shall not be paid by the Ministry.
- (vii) The contractor shall maintain job card for each repair work undertaken by him. The card should be got signed by the official concerned after satisfactory completion of work.

5. Unsealed/unsigned Tender shall not be considered. Tender without EMD shall be summarily rejected. There should be no erasing and/or overwriting. The Tender with erasing and/or overwriting shall be summarily rejected.

6. Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered, at all, under any circumstances.

7. The submission of Tender will not place this office under any obligation to empanel you and no expenses incurred by you in this regard will be payable by Ministry of Drinking Water & Sanitation.

8. The cost of materials, equipments, machines and related labour and transportation changes shall be borne entirely by the firm to whom contract has been awarded.

9. The rate should be mentioned exclusive of taxes and levies in the format for financial bid document attached as Schedule-I. financial bids submitted in any other format will not be accepted. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

The offer should remain valid for a period of 3 months.

10. Method of determination of L-1

The lowest aggregate sum of the rates is the criterion for deciding the L-1 agency who should accept the lowest rates of individual items offered by any other bidder. To facilitate determination of L-1 all the bidders are instructed to invariably quote rates for each and every item mentioned in Financial Bid at Schedule – I. In the event of any omission of rates of any item by any agency, the same shall be liable to be treated as non-responsive bid and their tender will be liable to be rejected. In case all the agencies omit tender of rates for one particular item or the other in Financial Bid. L-1 will be decided on the basis of the aggregate sum for all the agencies calculated ignoring the rates of those items quoted by others.

11. Forfeiture of EMD: The bid security may be forfeited:

- a. If the bidder withdraws his bid during the period of bid Validity specified by the bidder in the Bid form; or
- b. In the case the successful bidder:
 - (iii) Fails to sign the Contract.
 - (iv) Fails or refuses to honor his/her own quoted price for repair work.
- c. In both the above cases i.e. Para 11 (a) & (b), the bidder will not be eligible to participate in any of the tender issued by Ministry of Drinking Water & Sanitation for five years from the



date of issue of letter of intent. The bidder will not approach the court against the decision of Ministry of Drinking Water & Sanitation in this regard.

12. **Performance Security:** The successful bidder shall deposit, within seven working days of awarding of the contract, the performance security of Rs. 15,000/- (Rupees fifteen thousand only), in the form of bank guarantee of a nationalized bank. The amount of rupees Five thousand already deposited as EMD along with the tender will not be adjusted in the security deposit. Format of performance security is given at Form-I.

13. **Tendering process:** The tenders are invited in single bid system. Interested parties may submit their documents satisfying the eligibility criteria mentioned at Para 2 above in a sealed cover Superscribed as "Tender for Electrical repair/supply of electrical fittings/accessories work in Ministry of Drinking Water & Sanitation". The bank draft covering the EMD and certificates/documents in support of eligibility criteria should be placed in the envelope. Cover should be sealed and addressed to Under Secretary (Admn) or SO (Genl.), Ministry of Drinking Water & Sanitation, 8th Floor, B1 Wing, Paryavaran Bhavan, New Delhi – 110003. The sealed envelope may be delivered to Under Secretary (Admn) or Section Officer (Genl.) Ministry of Drinking Water & Sanitation in their respective office room in 8th Floor, Paryavaran Bhavan, New Delhi by 1500 hours on 30th December, 2014.

14. **Opening of bids:** The tenders will be opened on same day i.e 30th December, 2014 at 1530 hours in Director (Admn.)'s room at 8th floor, Paryavaran Bhavan, C.G.O. Complex, Lodhi Road, New Delhi in the presence of tenderers or representatives thereof. The representative must bring the authorization letter from their employer to participate in the opening of the tenders. Ministry of Drinking Water & Sanitation reserves the right to accept or reject any or all tenders without assigning any reasons.

15. Conveying approval of the competent authority shall construe award of contract.

16. **Validity of the contract:** In normal circumstances, the period of contract shall be one year, however it may be extended by mutual consent for any specific period.

17. Ministry of Drinking Water & Sanitation reserves the right to terminate the contract by giving 15 days notice and without assigning any reason therefor.

18. **Contact Persons :** In case tenderer desire to have any clarification regarding the terms and conditions of the bid document or any interpretation thereof, they are advised to contact Under Secretary(Admn.) on telephone no. 24368612 or Section Officer(Genl) on Telephone No. 24368611 on all working days.


(K. Narayana Reddy)

Under Secretary to the Government of India.
Tele # 24368612

Dated:

TERMS AND CONDITIONS OF CONTRACT

1. Terms of performance:

- 1.1 The agency should render satisfactory performance in respect of all aspects of supplies/ services/ works included in the scope of the work mentioned in the instructions to the bidders of tender notice.
- 1.2 The personnel deployed by the agency for undertaking the jobs should conduct themselves well and the agency shall be responsible for enforcing such conduct.
- 1.3 The agency shall attend to all repair works promptly on the same day and shall supply all necessary accessories promptly without any undue delay.

2. Terms of rates:

Rates shall remain fixed and valid during the period of contract. This office will not entertain any claim on account of sales tax/or any other tax for the material used for executing the work awarded under the contract and all such taxes should be paid by the firm itself. TDS and any other Government levies applicable on bill as per Government of India instructions issued from time to time shall be deducted.

3. Terms of payment:

- 3.1 The bills in duplicate, for the services prepared on the basis of rates will have to be submitted in favor of Ministry, New Delhi for effecting payment together with the copies of written work order and original job cards duly signed by user officers/sections. The bills for all works done during a month shall be submitted by 5th day of next month (or next working day if 5th is holiday). Bills of previous month shall not be accepted for payment after 5th day (or next working day if 5th is holiday) of the month. No advance payment shall be made for the services.
- 3.2 The payment will be released through Cheque/ECS and income tax and other taxes, if any, shall be deducted against bills submitted.
- 3.3 The job carried out shall be to the satisfaction of the HOD, failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, Ministry of Drinking Water & Sanitation reserves the right to black list the agency for a suitable period or from further participation in any of Ministry of Drinking Water & Sanitation's contracts. The decision of Ministry shall be final in this regard.

4. Terms of dispute resolution.

- 4.1 In the event of any question, dispute or difference arising under The agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Secretary, Ministry of Drinking Water & Sanitation or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Secretary or by; whatever designation ;such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do ;work or neglecting his work or being unable to act



as Arbitrator for any reasons whatsoever, the Secretary, Ministry of Drinking Water & Sanitation shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of Ministry of Drinking Water & Sanitation or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Ministry of Drinking Water & Sanitation employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or reenactment thereof or any rules made thereof.

- 4.2 The venue of Arbitration proceeding shall be Office of Ministry at New Delhi or such other place as the Arbitrator may decide.
- 4.3 The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.



SCHEDULE-I

Dated:

SCHEDULE OF FINANCIAL BID**LIST OF ELECTRIC ITEMS FOR REPAIR/SUPPLY**

SI. No.	Name of items	Rate per unit (Rs.)
1	2 point Extension Board -5 Amp	
2	2 point Extension Board -15 Amp	
3	3 point Extension Board- 5 Amp	
4	3 point Extension Board-15 Amp	
5	4 point Extension Board-5 Amp	
6	4 point Extension Board-15 Amp	
7	5 point Extension Board-5 Amp	
8	5 point Extension Board-15 Amp	
9	Call Bell- Electric	
10	Call Bell (Shell)	
11	Remote Bell	
12	5 Amp Socket ISI	
13	15 Amp Socket ISI	
14	5 Amp Switch ISI	
15	15 Amp Switch ISI	
16	2 Core Wire 40/76	
17	3 Core Wire 40/76	
18	Wire 70/76	
19	Wire 3/20	
20	Wire 3/22	
21	Wire 7/16	
22	Wire 7/22	
23	Earth Wire	
24	Flexible wire	
25	Choke ISI	
26	1.5 mm copper wire	
27	4 mm copper wire	
28	6 mm copper wire	
29	Holder Tube	
30	Tube Light 40watt	
31	Tube Light 20watt	
32	Fancy tube 36 watt	
33	Tube Fatti	
34	Complete Tube Set	
35	Tube base- single	
36	Tube base- double	
37	2 tube light with reflector	
38	Starter	
39	Starter base	
40	Complete Tube Set	
42	Fuse	
43	2 pin Plug ISI- 5 Amp	
44	Metal plug	
45	3 pin Plug ISI- 5 Amp	
46	3 pin Plug ISI- 15 Amp	

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47	3 pin multi Plug ISI- 5 Amp	
48	3 pin multi Plug ISI- 15 Amp	
49	Plug- Light (5 Amp) ISI	
50	Plug- power (15 Amp) ISI	
51	5 Pin top	
52	Multi Socket Power ISI	
53	Multi Socket Light ISI	
54	MCB 10 Amp ISI	
55	MCB 20 Amp ISI	
56	MCB 64 Amp ISI	
57	MCB 32 Amp ISI	
58	MCB Box Complete	
59	AC Top	
60	Air Condition Metal Box	
61	Regulator Electronics	
62	Regulator Electric Fan	
63	Fancy light choke	
64	Indicator light set	
65	Bulb 100 watt	
66	Bulb 60 watt	
67	Bulb 40 watt	
68	Bulb 15 watt	
69	Bartend, 1"	
70	Bartend, 1.5"	
71	Bartend 2"	
72	Bartend 3"	
73	Clip for batten & Wire	
74	Colour bulb	
75	Emergency light	
76	PVC Pipe	
77	PVC Channel	
78	PVC Board	
79	Tharmester	
80	Connector Tharmester	
81	CFL 30 watt	
82	CFL 25 watt	
83	CFL 20 watt	
84	CFL 15 watt	
85	CFL 10 watt	
86	CFL 5 watt	
87	Fan capacitor	
88	Combined box	
89	Board with 4 switch socket	
90	5 pin socket	

Dated

Place

Signature

Company Name & Company Seal

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PERFORMANCE SECURITY GUARANTEE (BOND FORM)

(To be furnished on non-judicial stamp paper of Rs. 100/- . Use of Stamps /any other means in lieu of Non-Judicial Stamp Paper shall lead to outright rejection of the Bid.)

2. In consideration of, Under Secretary (Admn) (hereinafter called "Ministry of Drinking Water & Sanitation") having agreed to exempt (hereinafter called 'the said contractor(s)') from the demand, under the terms and conditions of an agreement/(Purchase Order) No. _____ Dated made between and for _____ for the work of (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained the said Agreement, on production of a bank guarantee for . We (Name of the bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the Drinking Water & Sanitation an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by Ministry of Drinking Water & Sanitation by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the bank) _____ do hereby, undertake to pay the amounts due an payable under this guarantee without any demur, merely on a demand from Drinking Water & Sanitation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Drinking Water & Sanitation by reason of breach by the said Contractors(s)' of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Drinking Water & Sanitation in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding _____ .
- 3: We undertake to pay to the Drinking Water & Sanitation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any count or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
8. We (Name of the Bank) 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 the dues of Drinking Water & Sanitation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Drinking Water & Sanitation certifies that the terms and conditions of the said Agreement have been fully; and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of two Years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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9. We (name of the bank) _____ further agree, with the Drinking Water & Sanitation that the Drinking Water & Sanitation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions 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 Drinking Water & Sanitation against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Drinking Water & Sanitation or any indulgence by the Drinking Water & Sanitation to 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.
10. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
11. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Drinking Water & Sanitation in writing. Dated the day of (indicate the name of the Bank)

A handwritten signature in black ink, appearing to read "Kareed", with a long horizontal stroke extending to the right.

IS/o

R/o

9. Hereby certify that none of my relative(s) as defined in the tender document is/are employed in Drinking Water & Sanitation as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect,
10. Drinking Water & Sanitation shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature

Name (Block Letter)

Name of the firm/Company/Date

Kankey _____