

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



Tender for

**SUPPLYING AND FIXING OF
EXTERNAL ELECTRICAL MV CABLES FOR PERIPHERIAL LIGHTING
AT PRITHVI BHAVAN, LODI ROAD, NEW DELHI**

Tender No.: MoES/07/01/2019-Genl. Dated: 30-05-2019

Subject: Tender for supplying and fixing of external electrical MV cables and light fitting for peripheral lightings at PRITHVI BHAVAN, LODI ROAD, NEW DELHI

1. Online bids under Two-Bid System

Technical Bid and Financial Bid are hereby invited on behalf of the President of India from reputed, experienced and financially sound Companies/Firms for award of supplying and fixing of external electrical MV cables and light fitting for peripheral lighting at PRITHVI BHAVAN, LODI ROAD, NEW DELHI

2. Estimated cost of the tender Rs. 600000/- (Rupees Six Lacs only)

3. EMD Rs. 15000/- (Rupees Fifteen Thousand only)

4. The bid will be accepted as E-tender only.

5. The tender document contains the following:

Annexure-I -- Instructions for Online Bid Submission and other general conditions

Annexure-II -- Tender acceptance letter

Annexure-III -- Performa for Financial Bid

Annexure-IV -- Performa for Technical Bid

Annexure -V -- Performa towards Performance Security

Annexure - VI -- Declaration

Annexure - VII -- Bid Securing Declaration Format

6. Important Dates for the activities of the Bidders:

I. Last date and time for downloading tender document **21st June 2019 at 15:00 hrs**

II. Last date and time for online submission of bid & submission of EMD (in tender box at this Ministry) **21st June 2019 at 15:00 hrs**

III. Date & time for opening of Technical Bid **24th June 2019 at 15:30 hrs**

7. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders without assigning any reason thereof.



(Naveen Shah)

Director (General Admn.)

General Administration Section

Prithvi Bhawan, New Delhi 110013

Tel: 24669510

TENDER DOCUMENT

Tender for **supplying and fixing of external electrical MV cables for peripheral lighting at PRITHVI BHAVAN, LODI ROAD, NEW DELHI**

Open Tender No. MoES/24/01/2019-Genl.
Document Control Sheet

1. Open Tender No MoES/24/01/2019-Genl..
2. Name of Organization MINISTRY OF EARTH SCIENCES
3. Last date and time for downloading Tender document **21st June 2019** at 15:00 hrs
4. Last Date and Time for online for submission of **21st June 2019** (15:00 Hrs) Bid & submission of EMD (in drop box at this Ministry)
5. Date and Time of Opening of Technical Bid **24th June 2019** (15:30 Hrs)

In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

6. Address for communication:



Director (General Admn.)
MINISTRY OF EARTH SCIENCES
PRITHVI BHAWAN
New Delhi – 110003
Tel. No. 011- 24669510

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 :<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) 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 log on to the site through the secured long-in by entering their user ID/password and the password of the DSC/ e-Token.

4. SEARCHING FOR TENDER DOCUMENTS

1. 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.

5. 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.

3. 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.

6. 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 EMD 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 confidentiality 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. 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.

9. 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.

7. 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 contact person indicated in the tender.

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

8. Test report/ certificate of material

The contractor has to produce and submit detailed test report / certificate of the Cable mandatorily from the original manufacturer while delivering the cables at site.

9. Resolution of Dispute

In the matter of any dispute between the parties regarding the terms and conditions of the contract and execution thereof, the matter shall be referred to Arbitrator(s) as may be decided by the Secretary (MoES)/JS(A) for Arbitration under the Arbitration & Conciliation Act, 1986. The firm or contractor shall not question the decision of arbitrator(s) on the ground that Arbitrator(s) is/are Government Servant(s). The decision of Arbitrator(s) shall be final and binding on the parties.

10. Applicable Law

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. 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 thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

11. Force Majeure

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.

For purposes of this clause, “Force Majeure” 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.

If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the Ministry in writing of such conditions and the cause thereof.

12. Defect liability

Contractor is bound for one year defect liability period after the date of handing over the completed works at site.

13. Earnest Money Deposit (EMD) & Contract Performance Security

The tenderers are required to deposit on line or photocopy of the DD to be uploaded along the tender for Rs. 15,000/- (Rupees Fifteen Thousands only) in favor of the DDO, MoES, payable at New Delhi as **Earnest Money Deposit (EMD)**. 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 Nationalized 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.

14. Liquidated Damages:

In the event of the CONTRACTOR's failure to supply the stores/services and installation of equipment, etc as specified in this contract, the MoES may, at its discretion, withhold any payment until the completion of the contract. The MoES may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the value of delayed stores/services.

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/07/01/2019-Genl.

Name of Tender/Work: Tender **supplying and fixing of external electrical MV cables for peripheral lighting at PRITHVI BHAVAN, LODI ROAD, NEW DELHI**

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely www.moes.gov.in or central Public Procurement Portal of Govt. of India i.e. 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 15 (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,

ANNEXURE- III
Performa for Financial Bid

S. No.	Description of items	Qty.	unit	Rate	Amount	GST		Total amount with GST
						Rate	Amount	
1	Supply and laying of armoured (heavy duty) power cable of 1.1 KV grade with aluminum conductor, PVC insulated and PVC sheathed / XLPE cable and light fitting in the existing RCC/HUME/METAL Pipe complete as required. (Make : Havells/Fionolex)							
(i)	4 x 35 Sq. mm cable	400	Meter					
(ii)	4 X 10 Sq.mm cable	400	Meter					
2	Supply and installation of HDPE conduit pipe with T joints of 63 mm for aluminum cable including accessories complete as required	400	Meter					
3	Supply and installation of pole boxes size of 8"x6" including connection complete as required.	20	Each					
4	Supply and installation of cable glands of required size including connection complete as following.							
(i)	4 x 35 Sq. mm cable	100	Each					
(ii)	4 X 10 Sq.mm cable	100	Each					
5	Supply and installation of 12x150mm fasteners including drilling and fixing etc. complete as required.	300	Each					
6	Supply and installation of 32Amp. DP MCB including connection complete as required.	20	Each					
7	Civil works for cover of laying of cable including brickwork, cement, Mortar, sand, dust, compete as required.	5	CUM					
9	Fixing / fitting of the pole light	01	Each					Rate only
10	Enamel painting of existing light pole of height 4.5mt to 8.5 mt as per required.	34	Each					
	Total							

Total Rupees (in words)

MoES/07/01/2019-Genl.
Government of India
Ministry of Earth Sciences, Prithvi Bhavan,
Lodi Road, New Delhi – 110003
Dated 30-05-19

Sir,

1. Ministry of Earth Sciences invites Online Bids for award **supplying and fixing of External Electrical MV cables for peripheral lighting at PRITHVI BHAVAN, LODI ROAD, NEW DELHI .**

2. The bid Security (EMD) of Rs.15,000/- in the form of a Demand Draft payable to DDO, Ministry of Earth Sciences, is required to be submitted. The said earnest money will not bear any interest. The earnest money of unsuccessful tenders would be returned without any interest after completion of tender process. In place of bid Security (EMD), the firms can submit a declaration (as per Annexure VIII) that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids documents, they will be suspended for the period of 2 years from being eligible to submit bids for contract with this Ministry.

3. General conditions

- The firm should have minimum three years' experience of work with the Government / Public Sector undertaking or companies of repute. Performance certificate from the existing Govt. or other Clients must be attached.
- The firm should have Average Annual Turnover of at least Rs. 5 lakhs during the last 3 years (Documentary evidence should be enclosed).
- The firm must be registered under the relevant Act/Rule and it should possess registration number from the Delhi, Sales Tax Department (Vat No.)/ Service Tax Department (Photocopies must be attached).
- The earnest money of the successful tenderer shall be returned on submission of performance security equal to 5% of the contract value for two years in the shape of Fixed Deposit Receipt (FDR)/Bank Guarantee shall be provided by the firm. The performance security should be furnished within one week of awarding the contract with validity beyond 60 days of the expiry of the contract.
- Finally short listed vendor shall be required to enter into a written agreement with MoES for honoring all tender conditions and adherence to all respects of fair trade practices for works awarded by MoES.
- All disputes are subject to the jurisdiction of Delhi Courts. The decision of the tender Committee shall be final in this regard.

Director (General Admn.)
MINISTRY OF EARTH SCIENCES
PRITHVI BHAVAN
New Delhi – 110003
Tel. No. 011- 24669510

ANNEXURE- IV

Proforma of Technical Bid (To be filled up by the firm)

	To be filled up by the firm	Pg. No. of bid document
Name of the firm		
Address of the firm		
Whether the firm attached the EMD of Rs.15,000/- through a Demand Draft payable to DDO, Ministry of Earth Sciences.	Yes/ No	
If yes please state the number and date, Amount and Name of the issuing Bank of the Demand Draft	No. Date Amount Issuing date	
If No, Whether Declaration submitted	Yes/ No	
Whether the firm has minimum three years' experience of working with the Government/State Govt. Public sector undertaking the works	Yes/ No	
Whether the firm has enclosed the performance certificate from the existing Clients with the Tender.	Yes/ No	
Whether the firm has an Average Annual turnover of more than Rs. 5 lakhs per annum during the last three years. Whether the documentary evidence in this regard has been attached with this Tender.	Yes/ No	
Whether the firm is registered under relevant Act or Rules. Please give details.	Yes/ No	
Please provide the details about registration for TAN No., GST No., and PAN No.	Registration No. TAN No. PAN No. GST No. (please attach photocopy of the documents)	

Performa towards Performance Security

Ref. No. -----Bank Guarantee No----- Dated-----

Dear Sir,

1. In consideration of----- (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No..... Dated-----

----- (hereinafter called `the Contract` which expression shall include all the amendments thereto) with M/s-----having its registered/head office at----- (hereinafter referred to as the `Contractor`) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and.....having agreed that the Contractor shall furnish to.....a performance guarantee for Indian Rupeesfor the faithful performance of the entire contract.

2. We (name of the bank).....registered under the laws of.....having head/registered office at.....(hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (In figures){Indian Rupees/- words).....} (equivalent to one month’s charges quoted in Annex.3) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by.....on the Bank by saving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute (s) pending before any Court, Tribunal, Arbitrator or any other authority and /or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be Irrevocable and shall continue to be enforceable until it is discharged by.....in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that.....at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that REC may have in relation to the Contractor’s liabilities. 4. The Bank further agrees that.....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 contract or to extend time of performance by the said Contractors(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in 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 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. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues ofunder or by virtue of this contract have been fully paid and its claim satisfied or discharged or till.....discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution ofor that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./in figures).....{Indian Rupees/- in words).....} and our guarantee shall remain in force until....., 2019 and atleast 12 months after the date of issue of this Performance Security. In case of any extension of the contract, the Performance Guarantee will be suitably extended. Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of.....under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of.....under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of 20 at.....

Signature.....

Full name and designation

Address (in legible letters)

With Bank stamp

Attorney as per Power of Attorney No..... Dated.....

WITNESS NO. 1

Signature.....

Full name and designation

Address (in legible letters)

WITNESS NO.2

Signature.....

Full name and designation

Address (in legible letters)

ANNEXURE- VI

Declaration Letter on Official Letter head stating the following:

- i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of Services as required under this tender.
- ii) We are not black-listed by any Central/State Government/ Public Sector Undertaking in India.

(Signature of the Authorized Person)
With Name, Date & Designation and
Seal

Bid Securing Declaration Format

To,

The Director, Ministry of Earth Sciences
Prithvi Bhawan, Lodhi Road
New Delhi - 110003

Subject: Bid Securing Declaration Format towards Tender Enquiry
No.....

Dear Sir,

On behalf of, we hereby submit a bid securing declaration accepting that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, we can be suspended for a period of two years from being eligible to submit Bids for contracts with this Ministry.

For M/s _____

Signature

Company seal

Name: _____

Designation_____

Date:_____