

File No.29017/4/2011-GA
Government of India
Ministry of Environment & Forests
(GA Section)

Paryavaran Bhavan,
CGO Complex, Lodi Road,
New Delhi-110003.
Dated: the 5th December, 2011

CLOSING DATE: 1500 HOURS OF 19TH DECEMBER, 2011

M/s

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

Sealed quotations for rate contract are invited for subject work as per list attached on the terms and conditions enumerated in the following paragraphs. Only registered and reputed firms fulfilling the eligibility criteria need to apply. Completed tender documents in sealed covers should be dropped in the tender box kept at the ground floor, Paryavaran Bhavan, CGO Complex, Lodi Road, New Delhi by 1500 hours on 19th December, 2011. Cost of the tender is estimated at Rs. 8 lacs per year.

2. Eligibility Criteria : The firm should be a registered firm having (i) turnover of Rs. 5 lacs (Rupees five lacs) during each of last two financial years, i.e. 2009-10, 2010-11 (ii) should have at least 5 years experience in the relevant field in the Government Ministries/Departments/Government or Semi-Government Organizations, including Public Sector Undertaking; (iii) should have valid IT and ST clearance certificates for last two financial years, i.e. 2009-10. 2010-11. While submitting the tender, the bidder shall have to produce self attested copies of following documents in support of eligibility:

- (i) Balance sheets for last two financial years certified by Chartered Accountants;
- (ii) experience certificate of at least two years issued by an officer not below the level of Section Officer.
- (iii) clearance certificates of IT, ST and any other tax as applicable.
- (iv) details of the firm/company in case of partnership firms.

3. The Quotations should be accompanied by earnest money of Rs. 20,000/- (Rupees twenty thousand only) in the form of Demand Draft

issued by a Nationalized Bank in favor of the Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi, without which the quotation 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 30 days of opening the tenders. The demand draft of the successful bidder shall be returned after awarding of the contract by MoEF and submission of the performance security by the contractor.

4. Scope of work:

- (i) The repair work is to be carried out in the premises of the Ministry of Environment and Forests, Paryavaran Bhavan, 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 MoEF or at the workshop of the contractor shall be liability of the contractor and the MoEF may, as its discretion, deduct total cost of the item or any part thereof from the bill of the contractor.
- (iv) The contractor shall depute at least two 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 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 I SI Standards wherever applicable for supply of electrical items, the samples should be got approved by the SO(GA) or the user officer.
- (vi) The contractor shall undertake repair work only after receiving a written order signed by the SO(GA). 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 quotations shall not be considered for evolution.

Quotations without EMD shall be summarily rejected. There should be no erasing and/or overwriting. The quotations 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 quotation will not place this office under any obligation to empanel you and no expenses by you in this regard will be payable by MoEF.

8. The cost of materials, equipments, machines and related labour and transportation charges 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 financial bid document attached as Annexure-II. 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.

10. The rates quoted should be valid for a period of 180 days or till award of the rate contract, whichever is earlier.

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:

(i) Fails to sign the Contract.

(ii) Fails or refuses to honor his 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 MoEF for one year from the date of issue of letter of intent. The bidder will not approach the court against the decision of MoEF in this regard.

12. Performance Bank Guarantee: The successful bidder shall deposit, within seven working days of awarding of the contract, the performance guarantee of Rs. 1.75 lac (Rupees one lac seventy five thousand only), in the form of bank guarantee of a nationalized bank.. The amount of rupees twenty five thousand already deposited as EMD along with the tender will not be adjusted in the security deposit. Format of the Bank Guarantee is given at Annexure-III.

13. Tendering process :The tenders are invited in two bid system. Interested parties may submit their documents satisfying the eligibility

criteria mentioned at para 2 above in a sealed cover Superscribed 'Electric repair/supply belonging to the Ministry of Environment and Forests - technical bidding'. The bank draft covering the EMD and certificates/documents in support of eligibility criteria should be placed in the envelop. The other sealed envelop containing the quoted rates and documents relating to acceptance of all the terms and conditions, etc. may be submitted Superscribed with "Electric repair/supply belonging to Ministry of Environment and Forest - financial bidding". Both the sealed covers should be placed in another cover, sealed and Superscribed as "Quotation for electric repair/supply belonging to Ministry of Environment and Forests" and addressed to Under Secretary(GA), Ministry of Environment and Forests. The sealed envelop may be dropped in quotation box kept at the Ground Floor of Paryavaran Bhavan, New Delhi **by 1500 hours on 19th December, 2011.**

14. Evaluation of bids : The technical quotations will first be opened on 19th December, 2011 at 1600 hours. After scrutiny of bid documents, the Ministry will shortlist those who are found suitable on technical consideration and call them for opening of sealed financial bids on a subsequent date to be informed on telephone. Ministry of Environment and Forests 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 for a period of one year.

17. MoEF reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.

18. Payment:

- a. The bills in duplicate, for the services prepared on the basis of rates will have to be submitted in favor of MoEF, 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 3rd day of next month (or next working day if 3rd is holiday). Bills of previous month shall not be accepted for payment after 3rd day (or next working day of 3rd is holiday) of the month. No advance payment shall be made for the services.
- b. The payment will be released through RTGS/ECS and income tax and other taxes, if any, shall be deducted against bills submitted.
- c. The job carried out shall be to the satisfaction of the HOD,

failing which deductions @ 10% of the total bill shall be deducted. Depending upon the severity of negligence, MoEF reserves the right to black list the agency for a suitable period or from further participation in any of MoEF's contracts. The decision of MoEF shall be final in this regard.

19. Prices : 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.

20. ARBITRATION

20.1 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 Environment and Forests (MoEF) 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 other wise or refuses to do ;work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Secretary, Ministry of Environment and Forests 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 MoEF 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 MoEF 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

20.2 The venue of Arbitration proceeding shall be Office of MoEF at New Delhi or such other place as the Arbitrator may decide.

20.3 The Arbitrator may from time to time with the consent of both the

parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21. Bidders/Agency who are having near relative(s) employed in the MoEF are not allowed to participate in the tender. The Agency should give a certificate as given **Annexure-IV** that none of his/her near relative is working in MoEF. 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. Due to any breach of these conditions by the company or firm or any other person the contract will be cancelled and Security deposit will be forfeited at any stage whenever is noticed and MoEF 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 MoEF.

The near relatives for this purpose are defined as :

- (a) Member of a Hindu undivided family,
- (b) They are husband and wife,
- (c) The one is related to the other in the 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)

22. Contact Person : In case renderers desire to have any clarification regarding the terms and conditions of the bid document or any interpretation ;thereof, they are advised to contact US(GA) on telephone no. 24363021 between 1500 hrs and 1700 hrs on all working days.

(S. Mahapatra)
Under Secretary to the Government of India.
Tele # 24363021

Dated:

TECHNICAL BID

To be filled in by the Bidder (enclose self attested copies of documents to support your statement)

Sl.No.	Name and Postal Address of the Bidder: Phone Mobile: Fax: E-Mail: Is your concern Recognised/Registered Yes/No (Attached Photocopy as a proof)
Self attested copies of following documents are enclosed:	
	(i) balance sheets for last two financial year i.e. 2009-10, 2010-11 certified by Chartered Accountants:
	(ii) 2 years experience certificate issued by an officer not below the level of Section Officer;
	(iii) Clearance certificates of IT, ST and any other tax as applicable.
	(iv) Details of the firm/company in case of partnership firms.
3-(a)	Income Tax Permanent Account Number (PAN) <u>(attach proof)</u>
3.(b)	Service Tax Registration Number (attach Proof)
4.	<u>Bid documents duly signed and self attested.</u>

Signature of Authorized Signatory
NAME OF THE AGENCY WITH SEAL
Dated:

Dated:

FINANCIAL BID

LIST OF ELECTRIC ITEMS FOR REPAIR/SUPPLY

Sl. No.	Name of items	Rate per unit (Rs.)
1.	2 point Extension Board	
2	3 point Extension Board	
3	4 point Extension Board	
4	5 point Extension Board	
5	Call Bell	
6	Remote Bell	
7	5Amp Socket ISI	
8	15 Amp Socket ISI	
9	5 Amp Switch ISI	
10	15 Amp Switch ISI	
11	2 Core Wire 40/76	
12	3 Core Wire 40/76	
13	Wire 70/76	
14	Wire 3/20	
15	Wire 3/22	
16	Wire 7/16	
17	Wire 7/22	
18	Earth Wire	
19	Choke ISI	
20	Holder Tube	
21	Holder Bulb	
22	Tube Fatti	
23	Starter	
24	Complete Tube Set	
25	Plug Power ISI	
26	Plug Light ISI	
27	Multi Socket Power ISI	
28	Multi Socket Light ISI	
29	MCB 64 Amp ISI	
30	MCB 32 Amp ISI	
31	MCB Box Complete	
32	AC Top	
33	Air Condition Metal Box	
34	Regulator Electronics	
35	Fancy light choke (40 W)	
36	Indicator light set	
37	Bartend", 1", 1.5" & 2"	
38	Clip for batten & Wire	
39	Colour bulb	

Dated
Place
Signature

Company Name & Company Seal...

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.)

1. In consideration of, Under Secretary (GA) (hereinafter called "the MoEF")

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 MoEF an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by MoEF 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 and payable under this guarantee without any demur, merely on a demand from MoEF stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by MoEF 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 MoEF 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 MoEF any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court 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.

4. 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 MoEF under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ MoEF 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.

5; We (name of the bank) _____ further agree, ;with the MoEF that the MoEF 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 MoEF 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 MoEF or any indulgence by the MoEF to the said contracto(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.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MoEF in writing. Dated the _____ day of _____ (indicate the name of the Bank)

IS/o
R/o.....

Hereby certify that non of my relative(s) as defined in the tender document is/are employed in MoEF as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, MoEF shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed
Name(Caps)
Name of the firm/Company/Date