



**BUREAU OF INDIAN STANDARDS**  
**9-Bahadurshah Zafar Marg**  
**New Delhi-110002**

Bureau of Indian Standards invites sealed bids from eligible bidders under two-bid system( Technical and Financial bid) for appointment of Agency located in Delhi NCR for Annual Maintenance Contract (AMC) for Operation and Maintenance of HT/LT panels, 500 KVA and 62.5 KVA Diesel Gensets, Transformers and Pumps installed at BIS HQs, New Delhi.

2. The blank Tender document is available from **24 April 2014 to 25 May 2014** during the office hours. The Tender document can also be downloaded from our website ***www.bis.org.in***.

3. The bid can be submitted in the manner indicated in the tender document on or before **26 May 2014 by 1500 hrs**. The Bureau reserves the right to reject any or all the bids without assigning any reason.

**Sc.F & Head (PMW)**

**Our Ref : PM/AMC/M-6**

TENDER NOTICE (DETAILED) FOR WEBSITE

**Invitation for Tender for appointment of Agency for Operation and Maintenance of HT/LT panels, 500 KVA and 62.5 KVA Diesel Gensets, Transformers and Pumps**

**Bureau of Indian Standards (BIS)  
9, Bahadur Shah Zafar Marg  
New Delhi-110002  
web: [www.bis.org.in](http://www.bis.org.in)**

Bureau of Indian Standards (BIS) is a statutory body established under Bureau of Indian Standards Act 1986, having its Head Office at 9, Bahadur Shah Zafar Marg, New Delhi-110002. Sealed tenders are invited from the bidders located in Delhi/NCR and registered with CPWD/MES/Railways /other Government Departments under two bid system (technical and financial bid )for appointment for operation and maintenance of HT/LT panels, Gensets, Transformers and pumps installed at Manak Bhawan and Manakalaya buildings of Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi – 110002 for an initial period of one year which may be further extended for two years (on yearly basis) on the basis of performance.

In order to familiarize themselves with the conditions and work requirement, bidders may like to visit the site to see the conditions of the work to be carried out and may contact the Head, Project Management And Works Dept for clarifications/familiarization etc. before submitting the bid. Details of the work are as under:

SNo	Description of work	Estimated cost (Rs. )	Earnest money (Rs)	Last date and time of submission of tender	Date and time of Opening of Technical Bids received
1.	Annual Maintenance Contract for operation and maintenance of HT/LT panels, Gensets, Transformers and pumps installed at Manak Bhawan and Manakalaya buildings of Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi – 110002 by on-site deployment of qualified, experienced and competent personnel	6,12,500.00	12,500.00		

The tender should be submitted to

**Head, Projects Management & Works Department,  
Bureau of Indian Standards  
Manak Bhawan,  
9, Bahadur Shah Zafar Marg,  
New Delhi – 110002.**

## **TENDER DOCUMENT**

### **SCHEDULE - 1: INSTRUCTIONS TO BIDDERS**

#### **1. Notice Inviting Bids/Brief Scope of Work**

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for routine and preventive maintenance, operation and breakdown maintenance for HT/LT panels, 500 KVA Diesel Genset, 62.5 KVA Genset, Transformers and Pumps installed at BIS HQs and/or any other similar job not included in the scope as may be directed by the Bureau of Indian Standards. The detailed list of currently installed equipments covered under this contract is given at appendix A.

#### **2. Eligibility Criteria for the bidders**

2.1 The Bidder should have expertise of handling Substation Equipment, generators and pumps. He should have staff having professional qualification in Electrical Maintenance (minimum qualification as mentioned in clause 7.2 of schedule 2) and suitable infrastructure i.e tools, equipment, safety gear etc. In addition, bidder should have atleast one Electrical Engineer available on its rolls with experience of minimum 10 years.

2.2 The bidder shall be registered with atleast one of the following: CPWD/MES/Railways/ Central/State Government Departments.

2.3 The bidder must have an experience of 5 years in the field in similar works i.e. operation and maintenance of substation equipments and pumps, for CPWD/MES/ Railways/Central/State Government Departments

2.4 The bidder should have an average annual turnover of minimum Rs 25 lacs (Twenty Five Lakhs only) in the previous 3 financial years ending 31 March 2013.

2.5 The bidder should have PAN, TAN and Service Tax registration

2.6 The applicant or its proprietor/Director/Partner should not have been blacklisted or debarred or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt or other agency. Also there should not be any contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into this contract/tender.

#### **3. Availability of Tender Document:**

3.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

3.2 The Tender document can also be downloaded from the website of the Bureau ([www.bis.org.in](http://www.bis.org.in)).

3.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

#### **4. Language of Bid/Contract:**

4.1 The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

#### **5. Earnest Money/ Bid Security:**

5.1 The Bidder shall deposit with the Bureau a sum indicated in the Schedule-4, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards.

5.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

5.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for any supply of services during the next twenty-four (24) months effective from the date of such revocation.

5.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.

5.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

#### **6. Last Date for Submission**

6.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

6.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

#### **7. Manner of Submission of Bid**

7.1 The complete Bid will be received as indicated in the Schedule-4, by depositing the same through the

Bid Box or by mail which reaches the specified place before the specified time. Mail includes Speed Post, Registered Post.

7.2 E-mail or fax offers will be rejected.

## **8. Contents of the bid document**

Two bid system would be adopted, one part of the bid shall be technical bid and other part a financial bid.

### **8.1 TECHNICAL BID. (Envelope No. 1)**

Envelope No. 1 shall be superscribed 'Technical Bid' and contain:

- i. A letter of transmittal/covering letter as per the format given at Annexure 1.
- ii. Application form as per the format given at Annexure 2 along with the supporting documents as below:
- iii. Copies of Income tax /service tax returns ,PAN/TAN, Service Tax registration certificates etc.
- iv. Copies of certificates of registration CPWD/MES/Railways/Central/State Government Departments.
- v. Details of organisational infrastructure as per annexure 3 along with copies of qualification and experience certificates of personnel.
- vi. Details of work of similar nature carried out in Central or State Govt. bodies/departments, Public Sector Undertakings, MES, Railways for at least five years up to 31 March 2013 as per annexure 4 along with proof of the same in the form of certificate obtained from the client.
- vii. Proof of having achieved average financial turnover of Rs 25 lacs (Rupees Twenty five lacs only) in the previous 3 financial years ending 31 March 2013 (Chartered Accountants Certificate, copies of income-tax returns / assessment orders for each year to be enclosed).
- viii. A copy of this tender document with each page signed.
- ix. This envelope shall also contain Earnest Money Deposit in form of crossed demand draft/pay order of Rs 12,500.00 (Rupees twelve thousand five hundred only) in favour of Bureau of Indian Standards, New Delhi, which will remain with BIS upto the time of award of contract. However, no interest shall be payable on Earnest Money. Earnest Money of successful bidder shall be adjusted against the Security Deposit.

This envelope shall be superscribed "ENVELOPE 1 – TECHNICAL BID"

Financial bid of bidders who do not fulfil the above requirements shall not be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for

verification of the above claims.

## **8.2 FINANCIAL BID (Envelope No. 2)**

8.2.1 Envelope No. 2 shall contain only the prices duly filled in and signed by the bidders as per the format for financial bid at schedule 5. The contractor shall specify his total basic fee (not including taxes) for one year for the entire job.

8.2.2 The rates quoted will be deemed to have included all costs and no additional cost would be payable except cost of components/materials/spare parts required for repair, if any.

8.2.3 The bidders, in this envelope, shall indicate no commercial or technical condition or qualification of any sort; otherwise the tender shall be summarily rejected.

This envelope shall be super scribed "ENVELOPE 2- FINANCIAL BID"

**Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the words "BIS substation AMC Bid" and the name and address of the Bidder at the bottom left.**

## **9. Validity of Bids:**

9.1 The Bids will be valid for a period Indicated in Schedule-4 from the date of its opening.

## **10. Rates how to be quoted**

10.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

10.2 The Financial Bid shall be inclusive of all taxes including Local taxes, etc. to be paid by the Bidder for the services to be provided at specified places and claim for extra payment on any such account shall not be entertained.

## **11. Other Important Points to be noted by the Bidder**

(a) The Financial Bid should be written both in words and figures at appropriate places.

(b) The Bidder shall submit the Bid which satisfies each and every condition laid down in Schedule-4, failing which the Bid shall be liable to be rejected. Conditional Bids will be rejected.

## **12. Modification and Withdrawal of Offer**

12.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

### **13. Corrupt or Fraudulent Practices**

13.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts.

Accordingly, the Bureau defines the terms set forth as follows:

(a) "corrupt practice"

means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders

(prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

13.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

### **14. Opening of Bid**

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the Schedule-4 (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

### **15. Shortlisting of Bidders**

The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

### **16. Opening of Financial Bids**

The Bureau shall open Envelope No.1, on notified date, and the rates quoted by the bidder in price schedule (Schedule-5) shall then be read out.

### **17. Acceptance of Bid**

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder

in writing by the authorized officer of the Bureau.

#### **18. Process to be Confidential**

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

#### **19. Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi'

#### **20. Execution of Contract Document**

20.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs. 100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

20.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

#### **21. Rights of the Bureau**

21.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid.

21.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

#### **22. Notice to form Part of Contract**

Tender Notice and these instructions shall form part of the Contract.



## **SCHEDULE 2- CONDITIONS OF CONTRACT**

### **1 DEFINITIONS:**

- i) 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iii) 'Contract' shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- v) 'Competent Authority' shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) 'Government' shall mean the Central Government.
- vii) 'Bureau' shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) 'Director General' shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) 'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- x) 'Specification' means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xi) 'Tender' means formal invitation by the Bureau to the prospective bidders to offer price for providing annual services for Operation and Maintenance of HT/LT panels, 500 KVA and 62.5 KVA Diesel Gensets, Transformers and Pumps in BIS HQ.
- xii) 'Bid' means the Contractor's priced offer to the Bureau for Operation and Maintenance of HT/LT panels, 500 KVA and 62.5 KVA Diesel Gensets, Transformers and Pumps in BIS HQ.
- xiii) 'Letter of Acceptance' means the formal acceptance by the Bureau.
- xiv) 'Commencement Date' means the date upon which the Contractor receives the notice to commence the supply of Goods at specified places.

xvi) 'Annexure' referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.

## **2. Parties to the contract:**

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

## **3. Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount as mentioned at Schedule-4 has to be deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi'

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

## **4. CONTRACT DOCUMENTS:**

The several Contract documents forming the Contract shall be taken as mutually explained to one party

by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications( if any)
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

## **5. Validity of the Contract**

The contract shall be valid for a period of one year i.e. 12 months and may be extended for a further period of 2 years, one year at a time, based on performance.

## **6. Detailed Scope of Work**

6.1 The scope of work covers routine and preventive maintenance, operation and breakdown maintenance for HT/LT panels, 500 KVA Diesel Genset, 62.5 KVA Genset, Transformers and Pumps installed at BIS HQs and/or any other similar job not included in the scope as may be directed by the Bureau of Indian Standards. The detailed list of currently installed equipments covered under this contract is given at appendix A.

6.2 The agency shall prepare an operation and maintenance check sheet format (Routine and Preventive) clearly laying down work to be performed on daily/monthly/quarterly/half-yearly/annually basis as per the schedule of work specified at appendix B, and get this approved from BIS and follow the same.

6.3 In case of breakdown resulting in shutdown of electricity supply, agency will be required to restore the supply at the earliest within 15 minutes (maximum) by making some temporary or permanent arrangements. Generator shall be started within 3 minutes and all efforts shall be made to restore supply at the earliest within 30 minutes, if it is due to a breakdown. In case, permanent rectification is not possible, temporary restoration may be done by isolating certain circuit etc. While resorting to temporary restoration, however, safety shall not be comprised.

6.4 For routine maintenance, any or all (routine, special) Tools, plants, Instruments etc. needed are to be arranged by the contractor

6.5 Consumable items viz. grease, lubricating oil, cloth, dhoti etc., will be arranged by BIS.

6.6 During breakdown and for major repairs such as planned overhauling of equipments, calibration, rewinding of pumpsets, dehydration of transformer oil and such, the contractor shall do the procurement of all genuine components/spare parts/refills etc only from the authorized dealers to the maximum extent possible (with approval of BIS) and arrange to make the system ready again within a period of 3 hours for minor repairs/replacements and within 8 hours for major repairs/replacements. Actual cost of material component/spare parts shall be reimbursed. Weekends/holidays shall be utilized for planned shutdown/preventive maintenance. It shall be ensured that entire supply system is fully available on the start of working days after attending to any issues on weekends/holidays.

6.7 In case of power cut from BSES the contractor shall register the complaints and pursue them for earliest restoration of power and maintain record in this regard.

6.8 The contractor shall be responsible for water supply to underground tanks and further supply to overhead tanks. He shall provide all labour for plumbing works in pump houses and main water supply line including water meters from ferrule connection to underground tank. The material required for these jobs will be supplied by BIS.

6.9 Repairing of fault in U/G cables including digging of earth and refilling of earth is to be arranged by the contractor at his cost.

## **7. Obligations of the contractor**

### **7.1. General**

7.1.1 The contractor shall provide all necessary tools and equipments for the purpose of work themselves including all safety gear.

7.1.2 A nodal person shall be nominated by the contractor to whom all the complaints can be registered for compliance to the contract, in addition to the contractor's workers on the site.

7.1.3 Holidays and non- office hours may be utilized to address any breakdown or shutdown for preventive maintenance so that electricity supply becomes available at the earliest on the next working days.

7.1.4 The contractor shall maintain log books to record the observations and services rendered as per the time schedule stipulated in appendix B, which shall be signed jointly by the representative of contractor and the authorised representative of BIS.

7.1.5 Any information and details furnished by agency, if found to be false at any time in future or any information withheld, come to the notice of BIS on later date, the agreement will be liable to be cancelled.

7.1.6 The contractor shall be wholly responsible for theft, burglary, fire and any other mischief done by their staff or occurring due to negligence of the contractor's staff.

7.1.7 The contractor shall abide by the requirements of security department of BIS and strictly follow the security regulations.

7.1.8 The contractor shall be fully responsible to meet all statutory obligations in respect of his personnel deputed at BIS and BIS shall not be responsible for any non-compliance. If contractor's personnel deputed at site are not able to rectify any fault/work, he shall be fully responsible for arranging experts from outside at his cost.

7.1.9 The contractor shall arrange a first aid box for medical emergency for his employees.

7.1.10 The contractor will keep the equipment and premises neat and clean.

7.1.11 The contractor shall be responsible for displaying safety instructions near the installations.

7.1.12 The Bureau reserves the right to:

cancel/rescind/revoke the order if work is not carried out satisfactorily as per terms and conditions of tender document and in required time frame.

## **7.2. Manpower Deployment**

7.2.1 The contractor shall provide round the clock service by trained manpower as mentioned below:

There shall be three shifts of 8 hours each as under :

Shift 1 -- 0600 hrs to 1400 hrs

Shift 2 – 1400 hrs to 2200 hrs

Shift 3 – 2200 hrs to 0600 hrs

In shift 1 and shift 2, there shall be one skilled and one semi-skilled worker and in shift 3 there shall only be a skilled worker .

7.2.2 Skilled worker shall be technically qualified (Minimum qualification – ITI in Electrical or equivalent with minimum 5 years experience) and Semi skilled worker – ITI (Elect) or equivalent with two years experience. The skilled worker and semi-skilled worker must have suitable training and experience to handle the HT/LT panels, Genset, Transformers and Pumps.

7.2.3 The skilled worker shall be responsible for checking entire system as per schedule in Appendix B to ensure that equipments are in working condition , he should record his observations in the logbook which shall be signed by himself and countersigned by BIS representative.

7.2.4 The contract personnel shall not leave unless their relievers report to duty.

7.2.5 The contractor's staff shall be on duty everyday round the clock, irrespective of the holidays and Sundays. All leaves reserves shall be arranged by the contractor from his own resources and any substitute(s) deputed shall also be similarly qualified / experienced.

7.2.6 The contractor shall maintain an attendance register, which will be signed by both skilled and semi-skilled worker. Attendance register shall be checked by the BIS authority as and when needed.

7.2.7 In addition to the routine staff, the contractor shall mobilize additional manpower, if required, in order to rectify the defects when needed and maintain the equipment in working conditions all the times. No extra payment will be made if time is extended in any day or staff is required for maintenance on Sunday/Holidays.

7.2.7 Mere deployment of personnel does not fulfil the obligations under the contract. Contractor will be responsible for satisfactory maintenance of all the systems under the scope of contract and smooth functioning of electrical services in the BIS.

## **8. Imposition of fines/penalty (Penalty Clause)**

8.1 Non Availability of manpower while on duty or their absence will attract a penalty of Rs. 300 per shift .

8.2 The above will be in addition to deduction of pro-rata wages and the losses suffered by BIS due to non availability of required manpower.

8.3 If work is not done as per schedule specified or any system is not functioning/rectified in stipulated time then a penalty shall be imposed on contractor as given below and will be deducted from the AMC amount due to the contractor:

- a) System remained non-functional for more than 3 hours for want of minor repairs/replacements:  
The penalty will be Rs. 1000/- per day per item.
- b) System remained non-functional for more than 8 hours for want of major repairs/replacements:  
The penalty will be Rs. 1000/- per day per item.

The 'items' in this case shall be as follows:

- 1 HT/LT Substation
- 2 Transformer (1000 and 1250 kVA)
- 3 62.5 & 500 kVA DG Sets
- 4 Pumpsets
- 5 Water supply in the buildings

or any part thereof. [ items (i) to (iv) ]

8.4 All losses incurred by BIS which are attributable to the non-performance/ unsatisfactory of the contractor, will be deducted from the AMC amount due to the contractor.

8.5 The decision of BIS in regard to 8.1 to 8.4 above shall be final and binding.

## **9. Payment Terms**

9.1 The Agency awarded with the work shall be paid a consolidated fee as per rate quoted by them in financial bid. The contractor shall specify his total basic fee (not including taxes) for one year for the entire job.

9.2 Payments shall be made every quarter along with applicable taxes on receipt of bill from the contractor. Payment shall be released only after it has been verified that time schedule of work as per appendix B has been followed and is satisfactory.

9.3 The payment for the material / components/ spare parts will be made on the basis of actual material used at site. However, such material / components / spare parts should have been purchased with due approval of BIS.

9.4 The taxes and deductions shall be as per laws applicable

## **10. Termination by the Bureau**

10.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

## **11. Contractor's right to terminate**

If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

## **12. Force Majeure Clause:**

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this

contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may wish with the concurrence of the Bureau elect to retain.

### **13. Indemnity**

13.1 The contractor shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.

13.2 The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

13.3 The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

Staff of the agency should be covered under appropriate policy of Life Insurance Corporation (LIC) and accidental insurance schemes by the Agency.

The BIS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

### **14. Confidentiality**

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

### **15. Publicity**

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

### **16. Disputes & Arbitration**

16.1 The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the



contract.

16.2 If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

#### **17. Mode of serving Notice**

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

#### **18. Governing language**

Governing language for the entire contract and communication thereof shall be English only.

#### **19. Law:**

The contract shall be governed and interpreted under Indian Laws.

#### **20. Legal Jurisdiction**

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

#### **21. Stamp duty:**

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

**SCHEDULE 3**

(REQUIREMENTS COVERED IN SCHEDULE 2)

NIL

## **SCHEDULE 4**

### **(DETAILS OF TENDER DOCUMENT)**

#### **1. Availability of Tender Document**

The tender document will be available between 0930 h to 1700 h from **24 April 2014 to 15 May 2014** from:

**Project Management and Works Dept  
Room No 155, Manakalaya  
Bureau of Indian Standards  
Manak Bhavan  
9, Bahadurshah Zafar Marg  
New Delhi - 110002**

#### **2. Date and Place, Manner of Submission of bids**

Bids shall be submitted at the Project Management and Works Dept, BIS HQ (address given above) from 24/04/2014, 1500hrs in sealed envelopes.

#### **3. Amount of Earnest Money Deposit**

The amount of Earnest Money Deposit is Rs 12,500 (Rupees Twelve Thousand Five Hundred only)

#### **4. Amount of Performance Security Deposit**

The amount of Performance Security Deposit is Rs 62,000 (Rupees Sixty-two Thousand only)

#### **5. Validity of bids**

The validity of bids will be held for 90 days from the date of opening of bids.

#### **6. Date and Place of opening of bids**

The bids shall be opened on **16 May 2014** at 1530hrs at the Project Management and Works Dept, BIS HQ (address given above)

#### **7. Authorized officer of the Bureau**

The authorized officer of the Bureau for the purposes of this tender is

***Head, Project Management and Works Dept, BIS HQs***

**SCHEDULE 5- PRICE SCHEDULE**  
**(TO BE SUBMITTED IN FINANCIAL BID ENVELOPE)**

SNO	HEAD	AMOUNT	REMARKS
1	Minimum labour wages based on which amount is calculated(as per current labour wage rates):		This would be subject to revision based on prevailing wage rates
2	Other Statutory Expenses:		
I	ELI		
II	ESI		
III	EPF		
IV	Any other, pl specify		
	Total Statutory Expenses (I+II+III+IV)		
3	Contractor's Overhead + Profit:		This would not be subject to revision in the original or extended period
4	Taxes, as applicable		
	TOTAL (1+2+3+4)		

I declare that I have read and understood the tender document and all terms and conditions thereof.

Signature of bidder\_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Date:\_\_\_\_\_

## SCHEDULE -6: CONTRACT FORM

### AGREEMENT

THIS AGREEMENT made on this day of \_\_\_\_\_ between M/s\_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-Bahadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is \_\_\_\_\_ (Details of business) AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to appoint an agency located in Delhi NCR for Annual Maintenance Contract (AMC) for Operation and Maintenance of HT/LT panels, 500 KVA and 62.5 KVA Diesel Gensets, Transformers and Pumps installed at BIS HQs, New Delhi, therefore, invited bids through Open Tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. \_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in : "Schedule-2 (Conditions of Contract) of Tender Document".

(Signature of Contractor/  
Authorized Representative)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Seal of the Firm/Company Seal of the Bureau

Witness:

(Signature )

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

(Signature of Authorized Officer of the Bureau)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Witness:

(Signature)

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE -7: APPENDICES AND FORMS**

1	APPENDIX A	DETAILS OF EQUIPMENT
2	APPENDIX B	SCHEDULE OF WORKS
3	APPENDIX C	ANNEXURES/FORMS/FORMATS

### Appendix-A: Details of Equipment

S.No	Major Equipments	Capacity/Specifications
1	HT PANEL	11KV, AREVA
2	MAIN LT PANEL	suitable for 415 V, 3 Phase, 4 wire 50 Hz AC supply system
3	DISTRIBUTION PANEL	SPC MAKE
2	TRANSFORMER-1	1250KVA,3PHASE,50HZ, Kirloskar
3	TRANSFORMER-2	1000KVA,3PHASE,50HZ
4	GENSET-1	500KVA, GREAVES
5	GENSET-2	62.5 KVA
6	PUMPSETS	<div>7.5 HP capacity of Kirloskar make - 2 Nos.</div> <div>2 HP capacity of Jyoti (R&amp;I) make - 1 No.</div> <div>3 HP capacity of Kirloskar make - 1 No.</div> <div>7.5 HP capacity of Crompton make - 2 Nos.</div> <div>10 HP capacity Submersible pumpset - 1 No.</div>

## **Appendix B-Schedule of works**

### **A. Operation and Maintenance of HT/LT panels, Transformers**

#### **1 Work To Be Carried Out Daily:**

Recording the reading of HT meter at opening and closing of the day in the log book .

Recording the condition of transformer in transformer log book including load on the transformers and taking corrective action in case of abnormalities;

Checking the HT panel and recording the observations, any abnormality to be corrected immediately;

Checking the LT panels and recording the observations, any abnormality to be corrected immediately;

Checking the Distribution System and recording the observations, any abnormality to be corrected immediately;

Any other job assigned by BIS related to electrical power/light etc;

Keeping all the meters and indications of HT and LT panels intact;

Cleaning of Transformer, HT panels, LT panels etc; and

Checking of loads on distribution system, sub panels, main panels etc. and making it uniform on phases as far as possible.

#### **2 Work to be carried out monthly:**

All works to be carried out as carried out in daily schedule above;

checking and operating switch gear and trip circuit of Transformer for its proper functioning. In case of defect/malfunction, the same to be rectified immediately;

Checking and operating each switch gear and trip circuit of LT panels for their proper functioning. In case of defect/malfunction, the same to be rectified immediately

Checking the load on each phase of distribution system and ensuring that load is within limit and no MCB, switch, cable is over loaded.

Checking of power factor equipment and capacitor banks, relay, panel etc. and rectifying any fault detected and ensuring that P.F. is maintained.

#### **3 Work to be carried out quarterly:**

All works to be carried out as carried out in monthly schedule above;

Checking of current ,power factor, power and voltage at each switch in LT panels, recording the same in



log book and correcting any abnormality.

Cleaning of Distribution Systems;

Oil sample testing of transformers oil for acidity and BDV value and submitting the report and rectifying any fault detected and ensuring that PF is maintained.

#### **4 Work to be carried out half yearly:**

All jobs as mentioned in the quarterly work schedule above;

Servicing of all OCBs including filtration of OCB oil;

Testing of all relays and calibrating them with relay test kit;

Cleaning of interior of HT & LT panel and tightening of all nuts and bolts including bus bar bolts, cable connections, Switch connections etc;

Recording the IR values of transformers;

Checking the earth pits and recording the value of earth resistance. In case value is beyond permissible limits, taking the necessary corrective action;

Testing of earthing of each panel on HT and LT and correction of the same;

Cleaning of interior of bus duct and tightening all nuts and bolts including checking and correcting of earth strip; and

Checking and ensuring that all the distributions are properly earthed. In case some wiring is to be done up to distribution box for earthing, the same is to be carried out.

#### **5 Works to be carried out YEARLY:**

All the works to be carried out as carried out in half yearly schedule above; and

In yearly schedule any other work needed to be carried out for making all the systems under the contract in proper Functioning condition.

#### **B. Operation & maintenance of DG sets.**

It will be the duty of the staff of the contractor to start power supply from DG set immediately (within 3 minutes) after the regular electricity supply is disrupted. He shall be responsible for all routine/minor/major and breakdown maintenance of the DG sets

#### **Checks/Actions to be performed daily:**

##### Minor Checks/Actions

Cleaning/ dusting of DG set from inside & outside. Keeping the DG set area properly clean.

### Major Checks/Actions

Checking of DG set batteries, water coolant level, oil level etc. and refilling/changing these consumables well in time.

Checking of earth connections continuity and taking necessary corrective actions, when required.

Checking and tightening of the neutral connections

### Other Actions

Entry in log book of the DG set with all the required data

If any issue arises which may potentially hamper the smooth running of the DG Set, the same shall be brought to the notice of the BIS in writing for immediate action. If any failure/defect in the DG set occurred due to Non-compliance of the precautionary measures/not bringing the same into notice of BIS, the contractor's lapse shall attract financial penalties.

### **C. Operation & Maintenance of Pumps**

The contractor shall ensure smooth & uninterrupted water supply round the clock in the entire Building & Campus by appropriate scheduling of the operation of pumps. He shall be responsible for all routine/minor/major and breakdown maintenance of the pumpsets including rewinding of motors etc.

#### **Checks/Actions to be performed daily:**

- a) Checking for vibration in the pump sets, moving assemblies etc. and taking necessary corrective actions, when required
- b) Checking tightness of nuts, bolts and connections and taking necessary corrective actions, when required
- c) Check for rise in temperature of bearings in motor, in moving parts etc and taking necessary corrective actions, when required
- d) Check for proper working of gauges and measuring devices and taking necessary corrective actions, when required.
- e) Checking for leakages and correction of the same

## **Appendix C-Annexures/Forms/Formats**

**Letter of Transmittal/ Covering Letter (On firm's letterhead)**

**Sc F & Head, Project Management & Works Deptt  
Bureau of Indian Standards,  
Manak Bhavan  
9, B S Zafar Marg,  
New Delhi – 110 002**

Sub: Annual Maintenance Contract for operation and maintenance of HT/LT panels, Gensets, Transformers and pumps installed at Manak Bhawan and Manaklaya buildings of Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi – 110002  
Sir,

Having examined the details given in tender document, we hereby submit our application and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed application and accompanying statements are true and correct.
2. We have furnished all information and details necessary for tender and have no further pertinent information to supply.
3. We authorize BIS or their representatives to approach individuals, employers, firms, our Bankers and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the terms & conditions and requirements given in this tender document and accept the same without any condition. We further confirm that the decision of BIS with regard to our selection shall be final and binding on us.
5. The information/ documents/ Experience certificates submitted by us along with this application for to BIS are genuine and true and nothing has been concealed.
6. We shall have no objection in case BIS verifies them from issuing authorities. We shall also have no objection in providing the original copy of the document(s), in case BIS demands so for verification.
7. The validity of this tender is confirmed for 90 days from the date of opening of bids.
8. We hereby confirm that in case, any document, information &/or certificate submitted by us is found to be incorrect/false/fabricated, BIS at its discretion may disqualify / reject my application out

rightly and also debar us from participating in any future tenders/ PQ/EOI.

Enclosures:

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

**APPLICATION FORM FOR AMC FOR OPERATION AND MAINTENANCE OF HT/LT PANELS,  
GENSETS, TRANSFORMERS AND PUMPS INSTALLED AT BIS**

**1. General**

S.No	Item	
1	Name of the Applicant firm	
1 a)	<p>Address (Head Office)</p>   <p>Telephone No.:</p> <p>Office               :</p> <p>Mobile             :</p> <p>Fax                  :</p> <p>E-Mail             :</p>	
1 b)	<p>Address (Other Offices)</p>   <p>Telephone No.:</p> <p>Office               :</p> <p>Mobile             :</p> <p>Fax                  :</p> <p>E-Mail             :</p>	
1 c)	Authorised Contact person(Name):	

	Designation :  Tel :  Mob :  E-Mail :	
2	Place and Year of establishment	
3	Registration with Tax Authorities:  Income-tax PAN No:  TAN No:  Service tax no:   (copies of certificates of registration with relevant authorities to be enclosed)	
4	Names of the Bankers with address & telephone Numbers:   I)   II)	
5	Details of registration with CPWD/MES/Railways/Central/State Government Departments (copies of certificates to be enclosed )	
6	Availability of organizational infrastructure in terms of qualified and experienced manpower (permanent employees)/office/equipment infrastructure	PI furnish info in Annexure 3

7	Details of experience in work of similar nature in last 5 years (upto 31 Mar 2013)	PI furnish the information in Annexure 4.
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2. Turnover in last 3 financial years ending 31 March 2013

Sr. No.	Year	Turnover (Rs.in lacs)	Income-tax paid	Service Tax paid
1	2010-11			
2	2011-12			
3	2012-13			
	Average Annual Turnover of last 3 years			

(Chartered Accountant's certificate and copies of income-tax returns / assessment orders for each year to be enclosed)

3. Details of EMD paid : DD/Pay Order No. .... Dated.....For Rs.....

Declaration as per Annexure- 5      Attached/ Not Attached

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

Enclosures: (PI see Checklist in Annexure-6)



**Annexure-3**

Details of Organizational Infrastructure in terms of manpower/office/equipment infrastructure (Item 9)

Item	Details	
Total number of Permanent Employees		
No of qualified personnel employed with the Applicant with ITI or above qualification		
No. of Engineers with Elect/BE/B. Tech qualifications		
Office Infrastructure		
Office Equipments		
Safety gear		

**Annexure-4****Details of work experience in similar works****(Last 5 years upto 31 3 2013)**

S.No.	Name of work	Work executed for (name of the client with contact details)	Scope of services	Value in Rs.	Duration of work		If work left incomplete or terminated (give reasons)	Details of litigation, if any
					Date of commencing	Date of completion		

Note: Copies of certificate obtained from the client to be enclosed. Please note without the copies of certificates, your application is liable to be rejected.

## DECLARATION

I / We have read and fully understood the tender document and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bureau of Indian Standards, on the basis of the information given by me / us can be treated as invalid and I / We will be solely responsible for the consequences.

I / We agree that the decision of Bureau of Indian Standards in this contract will be final and binding to me / us.

All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I/ We confirm that we or our proprietor/Director/Partner have not been blacklisted or debarred or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt or other agency. Also there are no contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into this tender process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

**Check List of Documents to be Attached**

Letter of transmittal as per annexure 1. ☐

Application form as per annexure 2. ☐

Copy of tender document with each page duly signed as token of acceptance of all terms and conditions at requirements of the tender. ☐

Copies of PAN/TAN, Service Tax registration certificates. ☐

Copies of certificates of registration CPWD/MES/Railways/Central/State Government Departments. ☐

Details of organisational infrastructure as per annexure 3 along with copies of qualification and experience certificates of personnel. ☐

Details of work of similar nature carried out in Central or State Govt. bodies/departments, Public Sector Undertakings, MES, Railways for at least five years up to 31 March 2013 as per annexure 4 along with proof of the same in the form of certificate obtained from the client. ☐

Proof of having achieved average financial turnover of Rs 25 lacs (Rupees Twenty five lacs only) in the previous 3 financial years ending 31 March 2013 (Chartered Accountants Certificate, copies of income-tax returns / assessment orders for each year to be enclosed). ☐

Pay Order/DD for Rs 12,500/- ☐

Declaration as in annexure-5 ☐

Financial Bid as per the format in schedule 4 ☐

Additional documents, if any (pl Specify)

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