भारतीय मानक ब्यूरो

9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002

निविदाओं को आमंत्रित करने का नोटिस (NIT)

1. भारतीय मानक ब्यूरो (इसके बाद ब्यूरो या बीआईएस के रूप में संदर्भित) दो बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) के अंतर्गत योग्य बोलीदाताओं से केन्द्रीय सार्वजनिक प्रापण पोर्टल (eprocure.gov.in) के माध्यम से भारतीय मानक ब्यूरो (बीआईएस) के 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002 स्थित मुख्यालय में इलेक्ट्रिकल सबस्टेशन, विद्युत प्रतिष्ठानों के संचालन और रखरखाव एजेंसी की नियुक्ति के लिए ऑनलाइन बोलियां आमंत्रित करता है| **किसी भी अन्य मोड (फैक्स / पोस्ट / ईमेल आदि) द्वारा प्रस्तुत बोलियां स्वीकार नहीं की जाएंगी।**

स्थान	**आवश्यकता की अनुसूची**	**मात्रा**	**लगभग लागत**	**बयाना जमा (EMD)**
बीआईएस मुख्यालय 9, बहादुर शाह जफर मार्ग, नई दिल्ली - 110002	इलेक्ट्रिकल सबस्टेशन, विद्युत प्रतिष्ठानों के संचालन और रखरखाव एजेंसी की नियुक्ति	2 वर्ष (24 महीने)	Rs 38,00,000/-	2% i.e. Rs 76,000

2. महत्वपूर्ण तिथियाँ

a. बोली दस्तावेज डाउनलोड आरंभ तिथि: ***11 January 2019 (0900 h)***

b. पूर्व बोली बैठक: ***21 January 2019 (1100 h)***

c. बोली प्रस्तुत प्रारंभ करने की तिथि: ***11 January 2019 (0900 h)***

d. बोली प्रस्तुत करने की समाप्ति तिथि: ***01 February 2019 (1700 h)***

e. बोली खोलने की तिथि: ***04 February 2019 (1100 h)***

अधिक जानकारी और निविदा दस्तावेज हमारी वेबसाइट www.bis.gov.in पर उपलब्ध हैं

प्रमुख (PMW विभाग) (pmwd@bis.gov.in**)**

BUREAU OF INDIAN STANDARDS
9, Bahadur Shah Zafar Marg,
New Delhi-110002

NOTICE INVITING TENDERS (NIT)

1. The Bureau of Indian Standards (hereinafter referred to as the Bureau or BIS) invites online bids under Two Bid System viz. Technical Bid and Financial Bid through Central Public Procurement Portal (eprocure.gov.in) from eligible bidders for Appointment of agency for Operation and Maintenance of Electrical Substation, Electrical installations at Headquarters (HQs) of Bureau of Indian Standards (BIS) located at 9, Bahadur Shah Zafar Marg, New Delhi - 110002. **Bids submitted by any other mode (fax/post/email etc.) shall not be accepted.**

Location	Schedule of requirement	Quantity	Approximate Cost	Earnest Money Deposit (EMD)
BIS HQs, 9, Bahadur Shah Zafar Marg, New Delhi - 110002	Appointment of agency for Operation and Maintenance of Electrical Substation and Electrical installations	2 years (24 months)	Rs 38,00,000/-	2% i.e. Rs 76,000

2. **Critical Dates:**
   a. **Bid Document Download Start Date:** ***11 January 2019 (0900 h)***
   b. **Pre bid meeting:** ***21 January 2019 (1100 h)***
   c. **Bid Submission Start Date:** ***11 January 2019 (0900 h)***
   d. **Bid Submission End Date:** ***01 February 2019 (1700 h)***
   e. **Bid Opening Date:** ***04 February 2019 (1100 h)***

Further details and tender document are available on our website www.bis.gov.in

Head, PMW Department (pmwd@bis.gov.in**)**

भारतीय मानक ब्यूरो
9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002

BUREAU OF INDIAN STANDARDS
9, Bahadur Shah Zafar Marg,
New Delhi-110002

ई-निविदा दस्तावेज
E-Tender Document for

भारतीय मानक ब्यूरो (बीआईएस) के 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002 स्थित मुख्यालय में इलेक्ट्रिकल सबस्टेशन, विद्युत प्रतिष्ठानों के संचालन और रखरखाव एजेंसी की नियुक्ति के लिए

Appointment of Agency for Operation and Maintenance of Electrical Substation and Electrical installations including UPS at BIS HQs, 9, Bahadur Shah Zafar Marg, New Delhi

(www.bis.gov.in और https://eprocure.gov.in से नि: शुल्क डाउनलोड के लिए उपलब्ध)
(Available for download free of cost from www.bis.gov.in and https://eprocure.gov.in)

Tender Reference Number PM/M/E/2018-19/01

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अनुभाग I: निविदाओं को आमंत्रित करने का नोटिस (NIT)

3. भारतीय मानक ब्यूरो (इसके बाद ब्यूरो या बीआईएस के रूप में संदर्भित) दो बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) के अंतर्गत योग्य बोलीदाताओं से केन्द्रीय सार्वजनिक प्रापण पोर्टल (eprocure.gov.in) के माध्यम से भारतीय मानक ब्यूरो (बीआईएस) के 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002 स्थित मुख्यालय में निम्नलिखित कार्य के लिए ऑनलाइन बोलियां आमंत्रित करता है| **किसी भी अन्य मोड (फैक्स / पोस्ट / ईमेल आदि) द्वारा प्रस्तुत बोलियां स्वीकार नहीं की जाएंगी।**

स्थान	**आवश्यकता की अनुसूची**	अवधि	**लगभग लागत**	**बयाना जमा (EMD)**
बीआईएस मुख्यालय 9, बहादुर शाह जफर मार्ग, नई दिल्ली - 110002	इलेक्ट्रिकल सबस्टेशन, विद्युत प्रतिष्ठानों के संचालन और रखरखाव एजेंसी की नियुक्ति	**2 वर्ष (24 महीने)**	Rs 38,00,000/-	2% i.e. Rs 76,000

i. **बयाना धन**: बोलीदाता को उपरोक्त बयाना धन (EMD) के लिए Rs 76,000/- 18 July 2018 **को 17:00 बजे से पहले** जमा करना है। EMD को **PMW विभाग, बीआईएस मुख्यालय** में जमा करना होगा और EMD instrument (DD/FDR/Banker's cheque or Bank guarantee from any commercial bank) की स्कैन की गई प्रतिलिपि नीचे दिये गये दिनांक के भीतर बोली दस्तावेजों के साथ ऑनलाइन अपलोड करना होगा।

ii. **बोली प्रस्ताव की वैधता अवधि**: निविदा खोलने की तारीख से 90 दिन

4. निविदा दस्तावेज बीआईएस वेबसाइट http://bis.gov.in और CPPP वेबसाइट eprocure.gov.in के माध्यम से (केवल संदर्भ के लिए) डाउनलोड हो सकते हैं और बोलियां सीपीपीपी वेबसाइट के माध्यम से प्रस्तुत की जानी चाहिए नीचे गंभीर दिनांक पत्र में दिया तिथियों के अनुसार|

प्रकाशित तिथि	***11 January 2019 (0900 h)***
बोली दस्तावेज डाउनलोड आरंभ तिथि	***11 January 2019 (0900 h)***
पूर्व बोली बैठक	***21 January 2019 (1100 h)***
बोली प्रस्तुत प्रारंभ करने की तिथि	***11 January 2019 (0900 h)***
बोली दस्तावेज़ डाउनलोड / बिक्री समाप्ति तिथि	***28 January 2019 (1700 h)***
बोली प्रस्तुत करने की समाप्ति तिथि	***28 January 2019 (1700 h)***
बोली खोलने की तिथि	***29 January 2019 (1100 h)***

प्रमुख (PMW विभाग) (pmwd@bis.gov.in)

SECTION I: NOTICE INVITING TENDERS (NIT)

1. The Bureau of Indian Standards (hereinafter referred to as the Bureau or BIS) invites online bids under Two Bid System viz. Technical Bid and Financial Bid through Central Public Procurement Portal (eprocure.gov.in) from eligible bidders for the following work. **Bids submitted by any other mode (fax/post/email etc.) shall not be accepted.**

Location	Schedule of requirement	Period	Approximate Cost	Earnest Money Deposit (EMD)
BIS HQs, 9, Bahadur Shah Zafar Marg, New Delhi - 110002	Appointment of agency for Operation and Maintenance of Electrical Substation and Electrical installations	2 years (24 months)	Rs 38,00,000/-	2% i.e. Rs 76,000

i) **Earnest Money:** The bidder should submit Rs 76,000/- for the above EMD. The EMD has to be submitted off line before **17:00 hrs on 18 July 2018** and scanned copy of EMD instrument (DD/FDR/Banker's cheque or Bank guarantee from any commercial bank) to be uploaded online before with the bid documents within the dates mentioned in CRITICAL DATE SHEET below.

ii) **Bid Validity Period/Validity of Bid offer for Acceptance**: 90 days from the date of opening of the tender

2. **Tender documents may be downloaded from BIS website** http://bis.gov.in **and CPPP website** https://eprocure.gov.in/eprocure/app **(for reference only) and bids submitted through CPPP website as per the schedule as given in CRITICAL DATE SHEET as under**.

Published Date	***11 January 2019 (0900 h)***
Bid Document Download Start Date	***11 January 2019 (0900 h)***
Pre bid meeting	***21 January 2019 (1100 h)***
Bid Submission Start Date	***11 January 2019 (0900 h)***
Bid Document Download End Date	***28 January 2019 (1700 h)***
Bid Submission End Date	***28 January 2019 (1700 h)***
Bid Opening Date	***29 January 2019 (1100 h)***

Head, PMW Department (pmwd@bis.gov.in)

SECTION – II: पात्रता शर्तें/ELIGIBILITY CONDITIONS

1. Eligibility Criteria

a) The Bidder should have valid government issued electrical contractor license and a permanent establishment in Delhi/NCR (Please submit copy of the license document and valid Proof of Address).

b) Average Annual Financial Turnover during last 3 financial years, ending 31st March of previous financial year, should be at least Rs. **15** Lakhs /- (Please submit Chartered Accountant certified copies of Balance Sheet and Profit & Loss Statement and income tax returns for the last three financial years).

c) Experience of having successfully done similar works in Central or State Govt. Bodies/ departments, Public Sector Undertakings, MES, Railways during the last 3 years ending last day of the month previous to the one in which applications are invited should be either of the following:

i. One similar works costing not less than Rs **31** Lakh/-, Or
ii. Two similar works each costing not less than Rs **19** Lakh/-, Or
iii. Three similar works each costing not less than Rs **16** Lakh/-

(Similar works means operation & maintenance of electrical Sub-station and electrical installations)

(Please submit copy of Purchase Order/ Work order and Completion Certificate from the Client).

d) The Bidder should be registered in ESI & PF authority, must have Goods and Services Tax (GST) registration and valid PAN Card (submit copies of the ESI, PF and GST registration certificates and PAN Card)

e) The bidder shall ensure that the minimum rates of wages as notified by Central/Delhi Government, whichever is higher shall be followed and no rates below than the minimum rates of the labour wages. The rates of the labour wages applicable as on the 04 Feb 2018 (the date of closing of the tender)

f) The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. from doing business with them (Please submit undertaking).

***

SECTION III- आवेदकों को निर्देश/Instructions to Applicants

SECTION III- INSTRUCTIONS TO APPLICANTS

1. Online bids are invited, *under two bid system (Technical bid and financial bid)* by the Bureau of Indian Standards (BIS), from eligible Bidders for Appointment of agency for Operation and Maintenance of Electrical Substation & Electrical installations at BIS HQs, 9, Bahadur Shah Zafar Marg, New Delhi -110002

2. **Issue of Tender Document:**
   a. The Tender document will be available during the period indicated in the **Critical Date Sheet (Please see Section I)**, on the website of the Bureau http://bis.gov.in (For Reference Only) and Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.

   b. **Bid has to be submitted only online at http://eprocure.gov.in/eprocure/app in two bid system i.e. (i) technical bid and (ii) financial bid in the prescribed format (see clause 9 for manner of submission of bid)**.

   c. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating in the tender through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost.

   d. 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.

   e. Intending bidders are advised to visit BIS website http://bis.gov.in/ and CPPP website https://eprocure.gov.in/eprocure/app again at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

3. **Language of Bid/Contract:** The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. **Pre-bid Meeting:**
   a. A Pre-bid meeting of all intending Bidders will be held at the scheduled date and time indicated in the **Critical Date Sheet (Section I)**. Intended Bidders will be allowed to seek clarification, if any through online between specified clarification date & time.

   b. Intending bidders are advised to visit the site of work before quoting so as to be familiar with the site conditions. No extra charges would be payable due to additional cost involved for adverse site conditions (if any).

5. **Validity of Bids:**
The Bids will be valid for a period indicated in **Annexure 13** from the date of its opening.

6. **Earnest Money / Bid Security:**

   a. The Bidder shall deposit with the Bureau as sum indicated in the **Annexure 13**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Account Payee Demand Draft (DD)/Fixed Deposit Receipt (FDR)/Banker's Cheque or Bank Guarantee (BG) from any of the commercial banks in favor of **Bureau of Indian Standards, New Delhi payable at New Delhi**. **The EMD shall be valid for a minimum of 45 days from date of opening of bids.** Scanned copy of EMD instrument to be uploaded

online at the time of online submission of tender documents and original EMD instrument is to be submitted to the **Head (PMWD), Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110002** within the deadline mentioned in **Section I**. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

b. Micro Small and Medium Enterprises (MSMEs) are exempted from providing earnest money/bid security. However, bidders claiming such exemption shall submit a scanned copy of valid MSME Registration Certificate issued by the Department of Micro Small and Medium Enterprises, in place of the EMD instrument.

c. Bidder should prepare the EMD as per the instructions specified in the tender document. 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 the 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. In case the original EMD instrument is posted/couriered, BIS shall not be responsible for loss, misdelivery, delay in receipt or damage of the original instrument.

d. 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).

e. 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 supply of works during the next twenty-four (24) months effective from the date of such revocation.

f. If the successful Bidder fails to furnish the performance security or fails to sign the agreement, its Earnest Money Deposit will be forfeited by the Bureau.

g. The Earnest Money of all Bidders shall be refunded on the request of bidder 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.

7. Eligible Bidders

Only those Bidders, who fulfill the eligibility criteria as mentioned in the **section II**, are eligible to submit their Bids.

8. Rates how to be quoted

a. The bidders are expected to work out his rates keeping in view the site 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 their bid, 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.

b. The price quoted shall be **exclusive** of Good and Services Tax (GST) or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

c. The quoted consolidated monthly amount prices shall be **inclusive** of Bureau's contribution towards all statutory charges i.e. EPF, EPS, EDLI etc. It shall also include cost of training and uniform, Supervision of company etc.

d. **The prices are to be quoted by bidders in the BOQ template in the form of an .xls document.** This BOQ template is provided as BoQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with BIS

e. Bidders shall also submit a price bid undertaking (scanned copy) as per annexure 15 along with their price bid declaring that they shall ensure payment of all statutory charges related to the performance of this tender and BIS shall bear no responsibility for the same. If it is found at any stage that they are not complying with the same, the award of work would be liable for cancellation and they would be liable for blacklisting and legal action by BIS. If selected for award of work by BIS, they shall also submit a break up of minimum wages, statutory payments (EPF,ESI etc.), contractor's profit and other costs to be borne by them for performance of the contract, before execution of contract agreement, within 7 days of issue of letter of intent by Bureau, failing which award of work would be liable for cancellation.

f. The rates shall be quoted in Indian Rupee (INR) only. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

g. **Prices quoted shall be valid for the period of the contract**. However, on revision of minimum wages by Govt. of NCT of Delhi the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.

h. The terms price bid, financial bid and commercial bid have been used interchangeably in this tender document. They shall be taken to mean the same thing wherever they appear in this tender document.

i. If a firm quotes NIL charges/consideration, his bid shall be treated as unresponsive and will not be considered

9. Manner of Submission of Bid

a) Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

b) Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'. A set of instructions for online bid submission is also given in **Annexure 12** for reference.

c) Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.

d) Bidders may also refer the instructions at **Clause 8** regarding rates how to be quoted i.e. price bids

e) The documents comprising the technical bid and the price bid are given in **Clause 12**.

f) Bidder who has downloaded the tender from the BIS website http://bis.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with BIS.

10. Clarifications of bids

To assist evaluation and comparison of the bids, the Bureau may at its discretion may ask the bidder for clarification of the bid. The clarification will be asked in writing online through the e-procurement portal. The clarification and response from bidder shall also be online through the e-procurement portal (https://eprocure.gov.in/eprocure/app)

11. Last Date for Submission

Bids shall be received as per schedule specified in **Section I (Notice Inviting Tender)** not later than the time and date specified in **Critical Date Sheet (Section I)**. System will not allow the bidders to submit the bid after the specified date and time.

12. Contents of Bid Document

Th**e tender shall be submitted online in two parts, viz., technical bid and price bid.** All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

12.1 Technical Bid: The following documents are to be furnished by the Contractor as the **Technical Bid** as per the tender document:

a) Scanned copy of Check-List of all the documents enclosed (as per format at **Annexure 11)**

b) Scanned Copy of The EMD as indicated in **clause 6** above. (Scanned copy to be uploaded and original to be submitted physically within date mentioned at **Section I**)

c) Scanned copy of Details of the firm with following supporting documents as per **Annexure 2.**

   i. Scanned copy of valid, government issued electrical contractor license document

ii. Proof of Address in support of having permanent establishment in Delhi/NCR
iii. Scanned Copies of certificate of registration with ESI and PF Authorities, GST registration certificate and PAN Card
iv. Scanned copy of Chartered Accountant certified copies of audited balance sheets, Profit & Loss Statements, and income tax returns filed for the last 3 financial years **(showing minimum average annual financial turnover of Rs. 15 lakh per year)**;

d) Scanned copy of Details of similar works executed in the last 3 financial years in Central or State Govt. Bodies, PSUs, MES or Railways **(as per Annexure 3)** of minimum value as per **Clause 1 (c) of Section II** with scanned copies of relevant Purchase Order/Work order and Completion Certificate from the Client showing satisfactory completion works (Similar works means Operation & maintenance of Electrical Sub-station and electrical installations).

e) Scanned copy of declarations regarding black-listing and/or litigations (**As per Annexure 4**), Website Downloaded & Non-tampered Tender Document **(As per Annexure 5)** and Scanned copy of Tender Acceptance Letter **(As per Annexure 6)**

12.2 PRICE BID

The following are to be furnished by the Contractor as the **Financial Bid** as per the tender document:

a) Price bid in the form of **BOQ template** BOQ_XXXX.xls available along with this tender document on CPPP website https://eprocure.gov.in/eprocure/app (Please see clause 8 above for manner of quoting rates). Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid**. The format of BOQ template is given below for reference only.**

b) Bidder has to enter only monthly charges (excluding taxes) in the shaded cell and total bid amount for 24 months will be calculated automatically.

c) Scanned copy of price bid undertaking as per **annexure 14.**

Table 1: BOQ Template (for reference only)

S.No.	Item Description	Number of months (period of contract)	Units	Monthly charges to be entered by the bidder (excluding tax)	Total bid amount without taxes	Total Bid Amount in words (exclusive of taxes)
1	Charges for operation and maintenance of electrical substation and electrical	**24**	**Rs**			**Rupees_____ _____ _____ _____ _____ _____Only**

	installation including online UPS of BIS HQ					

Note 1: If a firm quotes NIL charges/consideration, his bid shall be treated as unresponsive and will not be considered

13. Corrupt or Fraudulent Practices

a) 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:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement processor in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an 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 amounts at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

b) 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 any time determines that the firm has engaged incorrupt and fraudulent practices in competing for, or in executing, a contract.

14. Modification and Withdrawal of Offer:

Bidder can modify the bid online before bid submission date and time. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

15. Opening of Bid

Bids will be opened as per date/time as mentioned in the **Critical Date Sheet (Section I)**. Bidders can participate in the online process through online at the scheduled time by log in into the CPPP portal**.** After online opening of Technical-Bid the results of qualification in technical bids as well as date and time of opening of price bids will be intimated later.

16. Short-listing 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.

17. Opening of Financial Bids

The Bureau shall open financial bids of technically qualified bidders, on notified date, and the rates quoted by the bidder in financial bid shall then be read out.

18. 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.

19. Issue Of Letter Of Intent

The issue of Letter of Intent shall constitute the intention of the Bureau to place the Purchase Order with the successful bidder. The bidder shall within 15 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

20. Cancellation Of Letter Of Intent

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case The Bureau may make the offer to any other bidder at the discretion of the Bureau or call for new bids.

21. Post Bid Clarifications

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Bureau in the bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

22. Execution of Contract Document

a. The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached **(Annexure 10)** 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 **7 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 (**Section IV**).

b. 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.

23. Rights of the Bureau

a. The Bureau reserves the right to suitably increase/reduce the scope of work. The right to split up works in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

b. 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.

24. Amendment to bid documents

At any time, prior to the date of submission of bids, the Bureau may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on the Bureau's

Website and these amendments will be binding on them. Bidders are advised to visit again BIS website http://bis.gov.in/ and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

25. Notice to form Part of Contract

Tender Notice and these instructions shall form part of the Contract. The Bidder shall submit the Bid which satisfies each and every condition laid down in this tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected**.

All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications **Pl contact: Head, PMW Deptt. BIS, Manakalaya, New Delhi (pmwd@bis.gov.in).**

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Section IV: अनुबंध की शर्तें/Conditions of Contract

Section IV: CONDITIONS OF CONTRACT

1 DEFINITIONS:

i) **"Act of Insolvency"** shall mean any act of insolvency as defined by the Presidency Towns insolvency Act or the provincial Act or any amending Statute.

ii) **'Annexure'** referred to in these conditions shall means the relevant annexure appended to the Tender Document and the Contract.

iii) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.

iv) **'Bid'** means the Contractor's priced offer to the Bureau for the supply of the Works at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.

v) **"Bidder"** shall mean the construction company/agency who quotes against the tender enquiry for undertaking the work.

vi) **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

vii) **'Commencement Date'** means the date on which the work is started on the site (Within 15 days from issue of work order)

viii) **'Competent Authority'** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.

ii) **'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.

iii) **"Contractor"** shall mean the successful bidder whose tender has been accepted by the Bureau and to whom the order is placed by the Bureau and shall include his heirs, legal representatives, successors etc.

iv) The **"Contractor's Bid"** is the completed Bidding documents submitted by the Contractor to the Bureau.

v) **'Contract Amount'** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.

vi) A **"Defect"** is any part of the Works not completed in accordance with the Contract.

vii) **'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.

viii) The **"Initial Contract amount"** is the Contract amount listed in the Bureau's notification of award of work.

ix) **'Letter of Acceptance'** means the formal acceptance by the Bureau.

x) **"Material"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

xi) **"Months"** are calendar months and **"Days"** are calendar days

xii) **"Notice in writing"** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

xiii) **"Site"** shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto inclusively as aforesaid allotted by the Bureaus authorized representative for the Contractor's use.

xiv) **"Site Investigation Reports"** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

xv) **'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.

xvi) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Works.

xvii) The" **Trained Work Person"** are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a program run under the auspices of a University, State Technical Board, Ministry of Government of India.

xviii) A **"Variation"** is an instruction given by the Bureau which varies the Works.

xix) **'Works'** shall mean the items to be executed for the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.

2. PARTIES TO THE CONTRACT

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

b) 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

a. To ensure due performance of the contract, an interest-free Performance Security of **Rs 1,90,000 (Rupees one lakh ninety thousand only)** has to be deposited by the contractor in the form of Bank Guarantee from scheduled bank in favor of 'Bureau of Indian Standards' payable at 'New Delhi' as per proforma as indicated in **Annexure 1**. The performance security has to be deposited by the contractor within **15 days** of date of issue of letter of intent conveying the decision of The Bureau to award the work to the contractor, failing which the award of work would be liable for cancellation and EMD will be forfeited.

b. **The Performance Security shall be valid up to at least 3 months beyond the contract validity period and shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau.** In case it is decided to extend the validity of the contract beyond the initial 2 year period, the contractor shall, within fifteen (15) days of extension of contract validity by the Bureau, get the bank guarantee extended up to at least 3 months beyond the extended contract validity period.

c. Any amount due/recoverable from the Contractor under the terms of this Contractor any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security 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. In case, security is deposited by way of bank guarantee by the

Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

d. 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 here under or at the Applicable Law, been titled to call in, retain and appropriate the Performance Security.

e. 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.

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
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 Bid

5. Risk purchase

In the event of Contractor's failure to execute the contract to the satisfaction of the Bureau, the Bureau reserves the right:

(a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Bureau.

(b) To terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

6. Imposition of fines/penalty

Suitable fine (to be determined by Competent Authority of the Bureau) will be imposed in case of unsatisfactory quality of work or any damage done to The Bureau's property during the course of work.

7. **Indemnity:**

a) 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 inconsequence of the Contract and against all claims, demands, proceedings,

damages, costs, charges and expenses whatsoever in respect of or in relation there to under the provisions of various labor laws as amended from time to time.

b) 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, marks, copy rights etc. Such other statutory infringements.

8. **Authorities, Notices and patents.**

a) The contractor shall conform to the provisions of any Acts of the Legislature relating to the works, and to the Regulations and Bye-laws of any Authority, and of any Water, lighting and other companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawing or specifications that may be necessitated by so conforming give to the Bureau written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon.

b) The contractor shall arrange to give all notice required by the said acts, regulations or byelaws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipt with the Bureau.

c) The contractor shall indemnify the Bureau/ against all claims in respect of patent rights, and shall define all actions arising from such claims before any such infringement and receive their permission to proceed and shall himself pay all royalties, license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

9. Authorized officer/Office-in-charge of the Bureau.

The authorized officer/Officer-in-charge of the Bureau as per **Annexure 13** shall have power to give notice to the contractor or to his trained work person of non-approval of any work materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bureau/ is obtained. The work will from time to time be examined by the Bureau, but such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

10. Dismissal of workmen.

The contractor shall on the request of the Bureau, immediately dismiss from the works any person employed thereon who may, in their opinion, are deemed unsuitable or incompetent or who may misconduct himself, any such person shall not be again employed or allowed on the works without the permission of Bureau.

11. Assignment.

The whole of the works included in the Contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor shall be take a new partner without the written consent of the Bureau/, and no subletting shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the work during its progress.

12. Variation in scope of works:

a) The contractor may when authorized, and shall when directed, in writing by the Bureau add to, omit from, or vary the scope of works shown in this tender document at mutually agreed terms and conditions, but the contractor shall make no additions, omission or variations without such authorization or direction.

b) No claim for any extra shall be allowed unless it shall have been executed under the provisions of the Clause or by the authority of the Bureau herein mentioned, any such extra is herein referred to as an authorized extra. No variations, i.e., additions, omissions or substitutions, shall vitiate the contract.

c) If at any time after acceptance of the tender Bureau shall decide to abandon or reduce the scope of work for any reason whatsoever and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the contractor shall not have any claim for compensation be reason of an alteration having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

13. Damage to persons and property insurance in respect of.

a) The Contractor shall be responsible for all injury to the work or workmen to persons, animals 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.

b) The Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage consequent upon such claim.

c) The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property.

d) The Bureau 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. Failure by contractor to comply with Bureau's instructions.

If contractor after receipt of written notice from the Bureau requiring compliance, with such further drawings and/or s instructions fails **within seven days** to comply with the same, the Bureau may pay other persons to execute and such work whatsoever as may be necessary to give effect there to and all costs incurred in connection therewith shall be recoverable from the contractor by the Bureau as a debt or may be deducted by him from any moneys due to the contractor.

15. Labor laws and safety regulations.

a) The Contractor shall comply with the provisions of all labour legislations including the requirement of:
   i. The payment of wages Act.
   ii. Employer's liability Act.
   iii. Workmen's Compensation Act.
   iv. Contract labour (Regulations and Abolitions) Act, 1970 and Central Rules 1971.
   v. Apprentices Act.
   vi. Any other Act or enactment relating thereto and rules framed there under from time to time.

b) The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen. Licences (if required as per rule) to be obtained from statutory authorities in connection with the above by the contractor as per rules.

c) The entire staff of contractor deployed at BIS HQs will have to be in covered under personal accident insurance against any personal accident by the contractor and the Bureau will not be liable for payment of any compensation on that account.

d) During the execution of work, the contactor shall follow all standard norms of safety measures precautions to avoid the accident / damages to man, machineries and building. On non-adherence of this clause, suitable fines shall be imposed as decided by the officer-in-charge of the Bureau.

16. Samples and Testing.

a) The contractor shall provide sample of all materials for approval, whenever required. The samples shall be submitted for approval well before the commencement of the particular work and give the Bureau/authorized representative a reasonable time for their comments. All materials to be used in the work shall be of first class quality; I.S.I. marked and shall be approved by Bureau before its application.

b) The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by Bureau. The Contractor shall arrange necessary labor and transportation to facilitate testing of samples/materials.

c) The Bureau should be immediately informed for any discrepancy in specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.

d) Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify /reconstruct the work as specified by Bureau. No extra charge will be admissible in such case. If Contractors fails to do so, the Bureau reserves the right to rectify reconstruct the work through some other agency at the risk and cost of contractor.

17. **Termination of Contract**

a) The Bureau shall be at liberty at any time to terminate this Contract on giving 24 hours' notice in writing the Contractor for breach of any of the terms and conditions of this Contract for

poor quality of the Works, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not been titled to any change or compensation by reason thereof.

b) An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

i. In the opinion of the Bureau, the Contractor has repudiated the Contract,
ii. Without reasonable excuse has failed to commence supply of Works or Services in accordance with this Contract, or failed to complete the supply the Works or provide Services within the time stipulated for completion;
iii. Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
iv. Serious discrepancy in the quality of the Works is noticed during the inspection.
v. If the Contractor is in breach of any law or statute governing the supply of Works/Services;
vi. The Contractor, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
vii. The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
viii. The Contractor becomes insolvent;
ix. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
x. Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
xi. The Contractor (in case of a consortium) has modified the composition of the consortium and / or the responsibility of each member of the consortium without prior approval of the Bureau.

c) It shall also be lawful for the Bureau to terminate the Agreement at any time if the contract is not being performed as per terms and conditions of the agreement 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.

18. **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, been titled 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 with the concurrence of the Bureau elect to retain.

19. **Confidentiality**

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

20. **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.

21. **Disputes & Arbitration**

a) 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.

b) If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Director General of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

22. **Mode of serving Notice**

a) 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).

b) 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.

23. **Governing language**

Governing language for the entire contract and communication there of shall be English/Hindi only.

24. **Law:**

The contract shall be governed and interpreted under Indian Laws.

25. **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.

26. **Stamp duty:**

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

27. Scope of Work

a) The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipment

comprising H.T panels, transformers, L.T panels, Bus ducts, diesel generators, water lifting pump sets, electrical installations etc. in the premises of BIS Headquarters (BIS HQs) located at 9, Bahadur Shah Zafar Marg, New Delhi as per details of installations in **Annexure 7, <u>for an initial period of 2 years i.e. 24 months</u>**.

b) Scope of work also includes liaison with electricity supplier(s) and state or central electricity authorities regarding power connection to BIS HQs so as to ensure uniform power supply. **However, contractor shall keep the Bureau apprised of all such interactions and no written correspondence shall be made by the contractor on behalf of the Bureau without prior written approval of the Bureau.**

c) The work shall be generally carried out as per CPWD specifications for electrical works and as per the norms set by the manufacturers of respective equipment, specifications and specific instructions as may be issued by the Bureau's Engineer in charge responsible for work from time to time. General scope of operation and maintenance activities to be carried out is mentioned in **Annexure 8.**

d) All the electrical equipment/installations shall be always kept in healthy condition.

e) The Contractor shall carry out and complete the works in every respect in accordance with this contract, read with this tender document, and in accordance with the directions and to the satisfaction of the Bureau. The Bureau may in their absolute discretion from time to time issue further drawings and or written instructions, details, directions and explanations which are hereafter collectively referred to as "The Bureau's instructions" in regards to: -

   i) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitution of any work.
   ii) Any discrepancy in the drawings or between the Schedule of Quantities and or Drawings and or specifications.
   iii) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
   iv) The removal and/or re-execution of any works executed by the Contractor.
   v) The dismissal from the works of any persons thereupon
   vi) The opening up for inspection of any work covered up.
   vii) The amending and making good of any defects.

f) The Contractor shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, and directions explanations given to the Contractor or his foremen upon the works by the Bureau shall if involving a variation be confirmed in writing by the Contractor within seven days and not dissented from in writing within a further period of seven days by the Bureau. Such shall be deemed to be Bureau's instructions within the scope of Contract.

28. Period of Contract

Operation & Maintenance Contract shall be initially for a **period of two years i.e. 24 months extendable for further period of up to two years** on mutually agreed rates between the Bureau and contractor at same terms & conditions subject to satisfactory performance of contractor.

29. Deployment of Staff

a) The Contractor shall provide round the clock service by trained manpower as mentioned below:

i) There shall be three shifts of 8 hours each
a. Shift A – 0600 h to 1400 h
b. Shift B – 1400 h to 2200 h
c. Shift C – 2200 h to 0600 h

d. In addition, there will be a **General Shift** of 8 hours from 0900 h to 1730 h (excluding lunchtime)

ii) General shift shall have, in addition to the staff, one supervisor who shall be responsible to check entire system daily to ensure equipment are in working condition, he should record his observations in the logbook which shall be signed by himself and countersigned by the Bureau's authorized representative.

iii) The contractor shall assess the required number of skilled, semi-skilled and unskilled labor for satisfactory operation, routine and special maintenance of the equipment and deploy accordingly. The minimum number of staff to be deployed at site in each shift, along with their minimum required qualification and experience, is given in **Annexure 9.**

iv) The deployed staff in one shift will not leave duties unless their relievers report to duty.

v) For security reasons, the staff deputed for each shift shall be rotated (i.e. the same persons should not regularly man the same shift).

b) The Contractor's staff shall be on duty everyday round the clock, irrespective of the holidays and Sundays. All leaves and sickness reserves shall be arranged by the contractor from his own resources and such person deputed shall also be similarly qualified/experienced. The Bureau does not support any person doing continuous duty for two shifts. However, the responsibility of allowing the staff to work continuous overtime shall be that of the contractor.

c) Any extra labour of any nature if required, at any time for attending any type of minor or major repair/break down shall be deployed by the contractor at his own cost for which nothing extra shall be payable.

d) The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of sub-station & electrical installation so that all the breakdowns/repairs are attended promptly within reasonable time.

e) The contractor shall submit the names, addresses, phone numbers, and copies of valid and updated government issued photo ID document (such as Aadhaar Card) of all staff deployed in each shift to the Bureau's officer in charge. In case there is any change in this information,

the same shall also be communicated by the contractor to the Bureau within 15 days of the change.

f) All persons deployed by the contractor shall, at all times during duty hours,

   i) Wear clean and ironed company issued uniforms and necessary personal protective equipment (PPEs).

   ii) Carry printed photo identification cards clearly indicating their photograph, full names, the name of the employer (contractor), and their supervisor's phone number.

g) The Contractor shall provide minimum of two sets each of summer and winter uniform, PPEs and photo identification cards to its personnel at its own cost and also arrange for their repair and replacement if they are soiled/damaged/lost for which nothing extra shall be payable.

h) The contractor shall maintain an attendance register, which will be signed by the supervisor and staff of the contractor. Attendance register shall be produced for checking before the Bureau's representative as and when desired.

i) The contractor shall also appoint a representative (along with one alternate) from senior management to liaise with the Bureau's officer-in-charge or other senior officers of the Bureau for matters relating to this contract. The representative's (and his alternate's) phone number and email address shall be shared by the contractor with the Bureau.

30. Schedule of Maintenance

a) Within the one week of award of work, the contractor shall submit for approval of the Bureau the detailed schedule of operation, routine, special and preventive maintenance along with daily fortnightly and monthly activities. The minimum frequency of maintenance activities to be carried out is given in **Annexure 8.**

b) The Contractor shall maintain daily log books to record the observations and services offered every month, including details of complaints and rectification which shall be signed jointly by the representative of the contractor and the authorized representative of the Bureau.

31. Penalties

a) For Delay:

If, in the opinion of the Bureau, there is abnormal delay in resolution of an issue on the part of the contractor beyond the specified time, penalties shall be imposed and recovered from the monthly bills as under:

i. Minor Issue - Rs.200/- per hour of delay subject to maximum of Rs.1000/- per fault.

ii. Major issue - Rs.500/- per hour of delay subject to maximum of Rs.5000/- per fault.

(The classification of an issue as “major” or “minor” shall be at the discretion of the Bureau’s officer in charge)

b) For absence of staff

Non Availability of manpower or their absence will attract a penalty as under:

i. Supervisor: Rs. 500/- per person per shift
ii. Other skilled person: Rs. 300/- per person per shift
iii. Unskilled person: Rs. 200/- per person per shift

32. Consumables, Tools and Fuel

a) All the general & special tools, tackles including chain pulley blocks etc. required for proper operation, maintenance and repairs/break down etc., shall be arranged by the contractor at his own cost and issued to the staff deployed by him for this work.

b) All the minor spares and consumables required for scheduled preventive maintenance and keeping all the installation in good working conditions shall be arranged by the contractor at his own cost. Such consumables and spares may include but not be limited to rewirable fuses, Indicating lamps of panels, enunciators and switch board etc., Lubrication oils and greases etc., Cleaning material like cloth/cotton wastes etc., Contact cleaning agents like CTC sprays etc., Paint for touch up of damaged paints., Thinner etc., Screws, nails and rawl plugs etc., Nuts and bolts of different sizes, Contactor contacts etc.

c) The Bureau shall arrange for procurement of the fuel required for running of the diesel generators. However, it shall be the contractor’s responsibility to unload the fuel, fill it in the generators and also ensure that adequate fuel is available for running the generators. Nothing extra will be payable on this account. In case fuel supply is running low, the requisition for additional fuel shall be brought to the notice of the Bureau by the contractor well in time in writing. The contractor shall receive the fuel and carry out filling of fuel in generator in the presence of the Bureau’s representative. The contractor shall also maintain records for the demand, receipt and consumption of fuel which shall be got verified by the Bureau’s officer-in-charge or his authorized representative.

33. Repairs/Replacement of equipment

a) During the period of the contract, the contractor shall periodically assess the health of the equipment and report the same to the Bureau. In case it is found that any repair/replacement of equipment is required to keep the equipment in healthy condition, the contractor shall submit an itemized quotation for said repair/replacement for approval by the Bureau. This quotation must clearly indicate the items of work required, the quantities and cost thereof, the time required for completion of the work, the validity period of the quotation and the warranty period. **However, no labour charges shall be payable by the Bureau for such work.** All materials and components shall be purchased from reputed manufacturers and sourced from authorized dealers only.

b) The Contractor shall take up the required work only after approval by the Bureau and the Bureau shall reimburse the contractor against invoice/bill raised for the expense incurred after satisfactory verification of work and as per the approved quotation.**5% of each bill shall be retained by the Bureau and shall be released on successful completion of the warranty**

period. The Bureau shall be at liberty to make necessary deductions or to withhold payment in case work is delayed or of unsatisfactory quality etc.

34. Records to be maintained

a) The following log books shall be maintained by the contractor at site and to be got signed by the officer-in-charge of the Bureau or his authorized representative:
   i. General operation and maintenance log Book.
   ii. Preventive Maintenance and Breakdown log Book.
   iii. Account of receipt & issue of spare parts, fuel and consumable items for operation, maintenance & repairs.
   iv. Attendance register and Register of wages
   v. Fuel receipt/consumption register.

b) The contractor shall get the format of the log books approved by the Bureau and shall make any changes in the format as are deemed necessary by the Bureau.

35. **Payment for Operation and Maintenance**

a) Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after the completion of each quarter and submitted to the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor through electronic means. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

b) **The wages/salary of the personnel deployed by the contractor for providing services in BIS shall be made/credited directly in the bank account of the individual. The contractor shall submit the proof of the same to Bureau along with each bill.**

c) The Contractor shall also provide all benefits statutory or otherwise to its personnel and the Bureau shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force. **The contractor shall, along with each bill, submit proof that all statutory payments have been made including copies of ESI and PF returns and challans, as applicable.**

d) Payment will be made as per the rates quoted by the contractor in his bid plus the applicable taxes for the contract period. However, on revision of minimum wages by Govt. of NCT of Delhi the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period.

e) A sum of 5% shall be deducted from each bill as retention amount which shall be released to the contractor upon completion of the contract period subject to satisfactory performance. In case it is decided to extend the contract for a further period beyond the initial two year period, the retention amount shall be released upon completion of the extended contract period only.

f) In case performance of the contractor is deemed unsatisfactory, the Bureau may deduct from the bill an amount not exceeding 10% of the total bill amount in addition to the penalties imposed, if any.

All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications on site clearances, material movement, material stores required at site etc., **Pl contact: Head, PMW Deptt. BIS, Manakalaya, New Delhi.**

Section V: अनुबंध/ Annexures

Section V: Annexures

Annexure 1

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of Bureau of Indian Standards (hereinafter called 'The Bureau') having agreed to exempt _____ (hereinafter called "the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of Performance Security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____
(Rupees_____Only) we,
_____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____
[(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons 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. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, undertake to pay to the Bureau 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 a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee (indicate the name of Bank) 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 the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly 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 .....we shall be discharged from all liability under this guarantee thereafter.

5. We ..... further agree with the Bureau that (indicate the name of Bank) the Bureau 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 to 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 Bureau 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 commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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 ... lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing. Dated the..... Day of .....20 For..... (Indicate the name of bank)

***

Annexure–2

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm / Company:
2. Permanent Address in Delhi/NCR:
3. Telephone No.:
4. Fax No:
5. E-mail:
6. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

7. Whether electrical contractor license holder (Yes/No) (Copy of valid govt issued license document to be submitted):
8. Average Annual Financial Turnover of the Firm / Company during previous three Financial Years (Chartered Accountant certified copies of audited balance sheets, profit & loss statements and copies of income tax returns to be submitted):

Financial Year	Average Annual Turnover (Rs.)	CA certified copies of audited balance sheets, profit & loss statements and copies of income tax returns enclosed (Yes/No)
2016-17		
2015-16		
2014-15		
Average of 3 years		

9. PAN/TAN Number of the Firm/Company (Copies of certificates/cards to be enclosed):
10. Goods and Services Tax Registration No (GSTIN) (Regn certification copy to be enclosed):
11. ESI & PF Registration No. (Regn certification copy to be enclosed)
12. EMD Draft Number / Date &Name of the Bank:

Enclosures/Supporting Documents required:

i. Scanned copy of valid, government issued electrical contractor license document
ii. Proof of Address in support of having permanent establishment in Delhi/NCR
iii. Scanned Copies of certificate of registration with ESI and PF Authorities, GST registration certificate and PAN Card
iv. Scanned copy of Chartered Accountant certified copies of audited balance sheets, Profit & Loss Statements, and income tax returns filed for the last 3 financial years **(showing minimum average annual financial turnover of Rs. 15 lakh per year)**;

***

Annexure–3

Details of similar type of works undertaken in the previous three years
(Value to be as per clause 1 (c) of Section II – Eligibility Conditions)

Name of the Bidder:

Year	Details of work executed	Name, Address, phone number and email ID of the buyer/customer	Value of the works	Remarks

Note: - Supporting documents for the above (i.e. copies of purchase/work orders, completion certificates etc. clearly indicating the value of work) should be enclosed.

***

Annexure–4

Declaration regarding black-listing and/or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government / State Government or PSU or other bodies under the Central Government/ State Government. I/we further declare that no criminal case is registered or pending against the firm/ company or its owner/ partners/ directors anywhere in India.

Date the.....day of 2017

***

Annexure 5

DECLARATION FOR WEBSITE DOWNLOADED & NON TAMPERED TENDER DOCUMENT

I/We Director(s)/Authorized Signatory of M/s ----------, hereby declare that I/We

have downloaded the Tender Document from the website **http://www.eprocure.gov.in** or **www.bis.gov.in**and I/We have not tampered the tender document issued vide TENDER No:_____ dated: _____,

In case at any stage, if it is found that the information given above is false or incorrect, the Bureau shall have the absolute right to take any action as deemed fit without any prior intimation.

***

Annexure 6

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To,

_____
_____
_____
_____
_____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

_____
_____
_____
_____
_____
_____
_____
_____
_____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____
_____
_____
_____

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. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

****

Annexure 7

Details of Installations

1. Substation Equipment

1.1 HT Panel Board

1.1.1 Sheet steel clad , dust and vermin proof free standing 04 oil circuit breakers
1.1.2 Panel board of 11 KV, 350 MVA, 636 amp
1.1.3 03 pole OCB having 01 number incoming OCB with 100/5 CTs and 11 KV/110 V PTs
1.1.4 A set of isolating plug and socket manually operated closing mechanism
1.1.5 ON-OFF indicator
1.1.6 necessary meters, indicators, over current relays, earth fault relays, other auxiliary relays and all other relevant accessories, control fuses, terminal block, earth bar interlocks etc

1.2 LT Main Distribution Board

Dust, damp and vermin proof free flow standing factory built sheet steel enclosed non draw out modular type LT main distribution board, fabricated out of suitable sized angle iron and flats, base channel and covered with PCRC sheet complete with necessary interlocking and mounted with the followings:

a) LT Air Circuit Breakers manually operated, Non-drawout type complete with necessary relays, indicators, meters etc
   - 800A as incomers - 1 No.
   - 800A Bus Coupler - 2 No.
   - 800A as Genset incomer

b) ON Load over switch Fuse units (four pole) with HRC Fuses:
   - 630A-4 Nos
   - 400A-3 Nos
   - 200A-3 Nos

c) Switch Fuse Units (four pole) with HRC Fuses:
   - 355A-1 No.
   - 200 A- 1 No.
   - 100 A-1 No.

d) 3 numbers of solid state power factor sensing relay (4 stages) complete with all accessories.
e) 6 No. of TP air break contactors of 70 A capacity suitable for 415/500 volts AC 50 Hz supply each with a set of 3 Nos HRC fuses of 63 A.
f) 4 numbers of TP air break contractors of 110 A capacity suitable for 415/500 volts AC 50 Hz supply each with a set of 3 Nos HRC fuses of 100 A.
g) By pass 2 Nos 1600 A.
h) 2 Nos 1600 A Changeovers.

1.3 Transformers

1.3.1 1000 kVA (HV 11000/LV 433 make Crompton, Amperes HV 52.5/LV 1334, Connection symbols Dyn, Oil Capacity – 850 ltr)

1.3.2 1250 kVA (HV 11000/LV 415 make crompton/Parkinson, Amperes HV 21/LV 556.7, Connection symbols Dyn, Oil Capacity 615 ltr

2. <u>Diesel Generators</u>

i) 500 KVA Diesel Generator Set (Greaves make water cooled engine with panel MCCB 800 A with all accessories. 4 stroke, 12 cylinders coupled to 500 KVA brushless type 415 V, 3- phase, 4 wire self-excited alternator (Stamford make : 24 V Batteries 2 nos.).

ii) 62.5 KVA Diesel Generator Set *(This generator set is presently defunct and new generator is being purchased. Operation and Maintenance of new generator is to be taken up by the contractor)*

***<u>3.</u>* <u>Water Lifting Pumpsets</u>**

a) Pump room BIS HQs
i) 7.5 HP capacity of Kirloskar make
ii) 7.5 HP capacity of kirloskar make

b) Pump room Manakalaya
i) 3 HP capacity of Kirloskar make.
ii) 2 x 7.5 HP capacity of Crompton make.

c) 10 HP capacity Submersible pumpset.

d) 1 HP Centrifugal Pump

4. Rooftop Solar Power Plant

BIS HQs building is equipped and partially powered by one 100 kW grid-connected rooftop solar power plant with 4 inverters which is under separate Annual Maintenance Contract excluding regular cleaning. Regular cleaning twice a week, is to be taken up under this contract.

5. Underground and overhead water tanks (Overhead tanks: 3 x 5000 litre, 1 x 10,000 litre, 4 x 20,000 liter. Underground tanks: 2 x 60,000 litre). Cleaning and disinfection of water tanks is to be taken up as part of this work every six months.

6. 80 kVA UPS online (without batteries) – Two number in total and each installed at the basement of the both building (80 kVA each), the batteries to be checked periodically.

***

Annexure 8

General Scope of Work for Operation and Maintenance and Minimum frequency of activities

The following scope of work is only indicative and contractor is advised to use his own judgment in evaluating the quantum of work involved in round the clock operation and maintenance of the systems.

i) To operate and maintain the HT and LT power equipment i.e right from the outgoing point of metering equipment, 11KV oil immersed circuit breakers, HT cables, HT panels, 1x1000, 1x1250 kVA 11 kV/443 V transformers, incoming and outgoingLT panels, feeder panels, feeder switchboards, associated protection equipments,cables, control cables, LT bus ducts, battery charges, capacitor panels/power factorcorrection systems, pump panels, mechanical ventilation and pressurizing systemetc. and their associated switchgear etc. round the clock throughout the year.**(Minimum frequency of checking and cleaning: weekly)**

ii) To regularly monitor & record the incoming supply parameters, make necessary tap to inchanging to maintain the voltage in limits, maintain the power factor at not less than0.9 lagging by switching the capacitor banks, to keep the maximum demand withinprescribed limits etc.**(Minimum frequency of recording: hourly)**

iii) To check earth pits pertaining to all equipment, systems and buildings etc. watering them as and when required, testing their earth resistance and indicating the earth resistance value on a metal plate to be erected above the earth pit etc.**(Minimum frequency of checking, correction and recording: fortnightly)**

iv) To check the transformers parameters and cooling systems for leakage of transformer oil and topping up of the same as and when required.**(Minimum frequency of checking, correction and recording: weekly**

v) Oil sample testing of transformers oil for acidity and BDV value and submitting the report**(Minimum frequency of testing and submitting report: yearly)**

vi) To check/clean with CTC/ tighten all electrical contacts monthly. The heated terminals if required to be made in proper condition by using appropriate size crimping tool and lugs. **(Minimum frequency of checking, correction and recording: fortnightly)**

vii) To check and replace, if necessary the performance of all operational safeties. **(Minimum frequency of checking, correction and recording: fortnightly)**

viii) To tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary. Also to re-terminate the heated up contacts and replace cabling/wiring as and when necessary. **(Minimum frequency of checking, correction and recording: fortnightly)**

ix) To ensure that the control circuitry of all systems are perfectly working. **(Minimum frequency of checking, correction and recording: monthly)**

x) To check the silica gel of the transformers and to dry them as and when required.**(Minimum frequency of checking, correction and recording: daily)**

xi) To test the oil samples of transformers and to give suggestions for dehydration of oil if required. **(Minimum frequency of checking, correction and recording: daily)**

xii) Servicing of ACB,VCB, all relay, calibration of meters and [providing report for the same.] **(Minimum frequency of servicing and recording: yearly)**

xiii) Operation of DG sets during power outage, regularly 24 hrs x 7 days a week both during office working hours and even after working hours or onclosed days, including arranging and filling of fuel (diesel)as and when required as per instructions issued from time to time.

xiv) General maintenance of the DG sets including testing, servicing and overhauling, when required. **(Minimum frequency of testing: Daily, for servicing: every 200 hrs of operation)**

xv) Operation of water lifting pump sets and their general maintenance and cleaning.**(Minimum frequency of checking and cleaning: weekly)**

xvi) Cleaning and disinfection of underground and overhead water tanks**(Minimum frequency: twice in a year)**. (Overhead tanks: 3 x 5000 litre, 1 x 10,000 litre, 4 x 20,000 litre. Underground tanks: 2 x 60,000 litre)

xvii) Regular cleaning of modules of rooftop solar power plant. **(Minimum frequency of checking and cleaning: twice weekly)**

xviii) To arrange for a well-equipped first-aid box and maintain it in a healthy condition take care of first aid for any eventualities of their workman at site.**(Minimum frequency of checking and correction: daily)**

xix) Making an up-to-date schematic drawing of complete sub-station up to out going of distribution system. **(Minimum frequency: yearly)**

xx) Repairing of fault in U/G cables including digging of earth and refilling of earth is to be arranged by the contractor under this contract free of cost. However, any material etc. needed will be provided by BIS.

xxi) Replacement of thimbles of all types in case of burnt thimbles during the period is to be done by the contractor including providing of thimbles free of cost to BIS.

xxii) Arrange all type of repairs, spares & consumables required for proper working of electrical installations.

xxiii) Any other electrical works as assigned by the Bureau's officer in charge essentially required for keeping the equipment in good healthy working conditions though not indicated above.

Annexure 9

Minimum number of staff to be deployed at site,
along with their minimum required qualification and experience

Staff	Minimum Number	Minimum Qualification	Minimum Work Experience (in similar works)	Shift
Supervisor (Highly Skilled)	1 Nos.	Diploma (Electrical Engineering)	5 years' experience in handling HT & LT sub-station equipment.	General Shift Only (1 x 1)
Sub station attendant (skilled)	1 Nos.	ITI in the trade of Electrical or having wireman Grade I license	3 years' experience in Operations & Maintenance of Substation, Transformers, HT, LT switch gears & panels, UPS.	Shift A, B and C (1 x 3)
Generator Set operator (skilled)	1 Nos.	10th Pass	1 years' experience with basic Knowledge of electrical equipment including operation of diesel generators of at least 500 kVA capacity	General Shift Only (1 x 1)
Helpers (Unskilled)	1 Nos.	-	-	Shift A, B and C (1 x 3)

Total minimum deployment per month:

a) Supervisor (skilled) – 1
b) Substation attendant (skilled)– 3
c) Generator Set operator (skilled) – 1
d) Helper (unskilled) – 3

Total = 5 skilled, 3 unskilled

NOTE: Educational qualification certificates and supporting documents for work experience to be submitted by the contractor before deploying the staff in the premises

***

Annexure 10

CONTRACT AGREEMENT

This Contract agreement made this_____ day of _____at - _____

Between

_____
_____ (Name and address of Bureau) (hereinafter called "the Bureau)" which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**,

And

_____
_____
(Name and address of contractor) (Hereinafter called "the Contractor" which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

And Whereas

The Bureau is desirous that the Contractor executes
_____
_____
_____
_____
_____ (Name and identification number of Contract, Scope of Work, and Time for Completion) (hereinafter called "the Works") and the Bureau has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract amount of

Rs..... (In words Rupees….).The contract amount shall be inclusive of all taxes and duties viz …… and Insurance.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Bureau to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Bureau to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.

3. The Bureau hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, Viz:

a. Work order
b. Letter of acceptance
c. Notice to proceed with the works
d. Contractor's Bid
e. Conditions of contract
f. Specifications of works
g. Financial bid for each subheads with schedule of rates.
h. Performance Security
i. Any other documents listed in the tender document as forming part of the contract.

Order of Precedence

The following order of precedence shall prevail for interpretation of the Contract document read in conjunction with addenda/corrigendum issued, Agreed points after Techno-Commercial discussions, Letter of Acceptance and Contract Agreement.

a) Description of work in Tender Document
b) Conditions of Contract and Annexures hereto

In witness whereof the parties have caused this Agreement to be duly executed the day and year first above written.

The Common Seal of
_____
_____
_____

Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said
_____
_____
_____
_____

Binding Signature by and on behalf of the Bureau _____

Binding Signature by and on behalf of the Contractor

_____

In the presence of

_____

_____

Witness:

_____
(Signature)

Name of Witness_____

Address_____

Witness:

_____
(Signature)

Name of Witness_____

Address_____

***

Annexure 11
Checklist of documents

1. **Technical Bid** containing the following documents*:*

a) Scanned copy of Check-List of all the documents enclosed (as per format at **Annexure 11)**

b) Scanned Copy of The EMD as indicated in **clause 6** above. (Scanned copy to be uploaded and original to be submitted physically within date mentioned at **Section I**)

c) Scanned copy of Details of the firm with following supporting documents as per **Annexure 2.**

i. Scanned copy of valid, government issued electrical contractor license document
ii. Proof of Address in support of having permanent establishment in Delhi/NCR
iii. Scanned Copies of certificate of registration with ESI and PF Authorities, GST registration certificate and PAN Card
iv. Scanned copy of Chartered Accountant certified copies of audited balance sheets, Profit & Loss Statements, and income tax returns filed for the last 3 financial years **(showing minimum average annual financial turnover of Rs. 15 lakh per year)**;

d) Scanned copy of Details of similar works executed in the last 3 financial years in Central or State Govt. Bodies, PSUs, MES or Railways **(as per Annexure 3)** of minimum value as per **Clause 1 (c) of Section II** with scanned copies of relevant Purchase Order/Work order and Completion Certificate from the Client showing satisfactory completion of works (Similar works means Operation & maintenance of Electrical Sub-station and electrical installations).

e) Scanned copy of declarations regarding black-listing and/or litigations (**As per Annexure 4**), Website Downloaded & Non-tampered Tender Document **(As per Annexure 5)** and Scanned copy of Tender Acceptance Letter **(As per Annexure 6)**

2. Price Bid/Financial Bid containing the following documents:

a) Price Bid as per **the BOQ template** BOQ_XXXX .xls **available on CPPP website along with this tender document (**Bidders to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.**)**

b) Scanned copy of price bid undertaking as per **annexure 14.**

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Annexure 12

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 Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / 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 others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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 required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / 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 documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

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 document. 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 the 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. In case the original EMD instrument is posted/couriered, BIS shall not be responsible for loss, misdelivery, delay in receipt or damage of the original instrument.

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 been given as a standard BoQ format with the tender document, 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, enable Macro in the excel sheet and complete the Aqua 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 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 bidders' 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 a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) 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.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document 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.

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Annexure - 13
Information for bidders

SNo	Item	Information
1.	**Availability of tender documents**	11 January 2019 at 0900 h
2.	**Pre-bid Conference**	21 January 2019 at 1100 h
3.	**Earnest Money deposit (Demand Draft)**	Rs. 76,000 (2% of tender value)
4.	**Performance Security (Bank Guarantee)**	Rs. 1,90,000 (5% of tender value)
5.	**Validity of Bids**	90 days
6.	**Last date for submission of bids and EMD**	01 February 2019 at 1700 h
7.	**Date of opening of technical bid**	04 February 2019 at 1100 h
8.	**Authorized Officer on behalf of the Bureau for this tender/contract**	Head, PMW Department, BIS

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Annexure 14

PRICE BID UNDERTAKING (ON LETTER HEAD)

From: (Full name and address of the Bidder)_____
_____
_____

To,

Dear Sir/Madam,

I submit the Price Bid for_____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, exclusive of all the taxes.

4. I undertake that I shall ensure payments of all statutory charges at the rates mandated by the government authorities within the amount quoted and the Bureau shall bear no responsibility for the same. In case it is found at any stage that I have not complied with the same, I shall be liable to face blacklisting and other legal action by the Bureau.

5. If the Bureau places the letter of intent on me for award of this work, I shall submit a statement providing the breakup of statutory charges payable by me (minimum wage, EPF, EPS, EDLI, etc.) in the performance of the contract within 7 days of date of letter of intent, failing which the award of work to me is liable to be withdrawn/cancelled.

Yours Faithfully,

Signature of
authorized
Representative:

Date:

Company Seal:

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Tender Inviting Authority: HEAD,PMWD,BIS

Name of Work:Appointment of Agency for Operation and Maintenance of Electrical Substation, and Electrical installations

Contract No: PM/M/E/2018-19/01

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	**Item Description**	**Quantity**	**Units**	**Monthly charges to be entered by bidder in Rs (excluding tax)**	**TOTAL AMOUNT Without Taxes in Rs.**	**TOTAL AMOUNT In Words**
1	**2**	**4**	**5**	**13**	**53**	**55**
1.01	Charges for operation and maintenance of electrical substation and electrical installations including online UPS at BIS HQ	24	Rs		**0.00**	INR Zero Only
Total in Figures					**0.00**	INR Zero Only
Quoted Rate in Words		**INR Zero Only**				