## **TECHNICAL BID**

Name of Work: Re-commissioning of existing 30 kVA DG at NESAC Residential Campus

Tender Document Issued: 20/06/2016 to 23/06/2016

Cost of Tender document: Rs 573.00 (Rs.500+ ST Rs. 72.50)

Due date of Receipt: 23/06/2016 up to 15.00 hrs.

Date of Opening: 23/06/2016 at 15:30 hrs

# भारत सरकार/GOVERNMENT OF INDIAअंतरिक्ष विभाग/DEPARTMENT OF SPACE उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE उमियम/UMIAM-793103, मेघालय/MEGHALAYA Ph No. 0364-2908812, Fax- 0364- 2570139

# PART-II TECHNICAL BID

Name of Work: Re-commissioning of existing 30 kVA DG at NESAC Residential Campus

NIT No: No NESAC/CMD/E/82/2016 dated 14.06.2016
Issued to:
Receipt/DD/BC/PO No.: Dated
Tender Document Issued By: CMD, NESAC

6.

Description of works

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# NORTH EASTERN SPACE APPLICATIONS CENTRE

# GOVERNMENT OF INDIA, DEPARTMENT OF SPACE CONSTRUCTION AND MAINTENANCE DIVISION UMIAM- 793103, MEGHALAYA Tel. No.- 0364-2570774, 2908812 Fax- 0364- 2570139

# Tender Notice No NESAC/DIR/CMD/E/82/2015 dated 14.06.2016

1. On Behalf of the Director, NESAC sealed item-rate tenders are invited for the following work.

SI.No	Description Details	
1.	Title of work	Re-commissioning of existing 30 kVA DG at NESAC Residential Campus
2.	Estimated cost put to tender	Rs 2,30,000/-
3.	Period of completion in days reckoned from the day of date of issue of work order.	07 days
4.	Cost of tender document (a) Original set	Rs 344.00 (300+ 43.50 ST)
	(b) Additional set	Rs 344.00
5.	Period during which the request for tender document can be made.	20/06/2016 to 23/06/2016
6.	Issue of tender document closes on.	23/06/2016 up to 11:00hrs.
7.	Last date and time for receipt of tenders.	23/06/2016 up to 15:00 hrs.
8.	Due date and time of opening of tenders.	23/06/2016 up to 15:30 hrs.
9.	Earnest money deposit (EMD)	Rs 4, 600 only (Four Thousand Six hundred only)

## 2. Eligibility Criteria for Issue of Tender Documents: -

Tender documents will be issued only to those who satisfy the following eligibility criteria:

SI. No	Eligibility Criteria	Documentary proof for the eligibility (Self attested copies to be submitted)
1.	Should have satisfactorily completed the works as mentioned below during the last works as mentioned below during the last Seven years.  i. Three similar works each costing not less than Rs 92, 000.00 (or)  ii. Two similar works each costing not less than Rs 1, 38, 000.00 (or)  iii. One similar work costing not less than RS 1, 84, 000.00  Note:  i. Similar work shall mean works of Repairing, of diesel generator, transformer, sub-statio lines.	
2.	Valid Electrical licence	From any State/Central/Public sector organization.
3.	Labour License	From competent Authority
4.	VAT clearance Certificate	Meghalaya value added tax rules.
5.	VAT Registration certificate	-
6.	A copy of PAN card	
7.	Professional tax	From Autonomous District Council.
8.	Trading License for non-tribal contractors otherwise ST certificate for Tribal Contractor.	From competent Authority

- 3. Issue of tender documents on the basis of the documentary eligibility alone will not make a tenderer eligible for participating in the bidding. The documents furnished by the tenderers will be subjected to verification subsequently by Department. If found not meeting the requirement, such offers will be rejected.
- 4. On request in writing, with requisite fee in the form of Demand Draft in favour of **Director NESAC**, **Umiam**, **Meghalaya**, **payable at SBI**, **Barapani** of and eligibility documents specified above, tender documents along with all required documents can be obtained from **Office of the Director**, **NESAC**, **Umiam**, **Meghalaya**., on any working day during the period mentioned in Para 1 above, except on Saturdays, Sundays and Public holidays.
- 5. Tenders should be accompanied with Earnest Money Deposit for value specified in Para 1 above, in the form of Deposit at Call receipt/ Term Deposit Receipt/ Demand Draft of any Scheduled Bank issued in favour of **Director NESAC**, **Umiam**, **Meghalaya**., **payable at SBI**, **Barapani** (or) in the form of Bank guarantee issued by a scheduled bank. Earnest Money Deposit shall be valid for **180 days** from the due date of receipt of tenders.
- 6. Tenders should be submitted in three sealed cloth lined covers as below,

**Cover i.** Containing Earnest money Deposit -This cover shall be super-scribed with 'Earnest money Deposit' and also the name of the work, NIT number and name of tenderer. Tenders without requisite EMD with full validity as specified in Para (5) above will be summarily rejected.

**Cover ii.** Containing Techno-Commercial bid -This cover shall be super-scribed with 'Technical & Commercial Bid' and also the name of the work, NIT number and name of tenderer. This cover shall contain the full set of tender documents issued to the tenderer, (except the price bid – which should be in cover iii), duly filled in and signed. In case the tenderer intends any observation / comments / remarks on Departmental conditions and specifications, the same shall be brought out in the technical & commercial bid. Or else a confirmation that the tenderer agrees to the terms and conditions and specifications of the tender 'in toto' shall be enclosed.

**Cover iii.** Containing price bid – This cover shall be super-scribed with 'Price Bid' and also the name of the work, NIT number and name of tenderer. The tenderers shall quote rates in figure as well as in words and amounts tendered by them. The amount for each item shall be worked out and requisite amount given. All corrections shall be attested by the dated initials of the tenderer. The rates shall be filled only on the price bid format furnished along with the tender document. Any conditions in the price bid will make the price bid invalid and liable for rejection.

All the three covers mentioned above shall be put in another sealed cloth lined cover superscribing the name of work, NIT number and Name of Tenderer. Tenders submitted in any other manner will be rejected.

- 7. Tender documents will be issued only on hard copy form. Price shall be quoted only on the price schedule / bill of quantities forming part of the original set of tender documents issued by Department and returned in original in cover (iii) specified in Para 6 above.
- 8. Tenderers shall sign all the pages of Technical & Commercial bid and Price bid without fail. The original full set of tender document, duly filled in at required pages should be returned along with the tender.
- 9. Tenders will be received and opened at the Office of **Director NESAC, Umiam, Meghalaya** on the stipulated date and time specified in Para 1 above. Delayed and late tenders will be summarily rejected. Tenders will be opened in the presence of attending tenderers or their authorized representatives.
- 10. On the due date of opening, the Cover (i) will be opened initially. Subsequently, on the same day Cover (ii) of those tenderers who furnished valid EMD only will be opened. On opening of Cover ii, Technical & commercial bid, further detailed scrutiny / evaluation will be carried out. During the evaluation of techno-commercial bids, the documents furnished by the tenderers will be scrutinized in detail. Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing. The price bid of only those tenderers who have been qualified during the scrutiny and technical evaluation will be opened separately on a specified date (with due intimation to the qualified bidders) and further processed, as per tender procedure/ stipulations.
- 11. Earnest money of the successful contractor will be converted into Performance guarantee. On completion of the work, the same will be converted as security deposit. In cases of exemption for payment of Earnest money, separate performance guarantee at 2% of the estimated cost put to tender to be submitted immediately on receipt of letter of acceptance/ work order.
- 12. Intending tenderers may inspect the site before submitting the tenders, with the prior permission of **Director**, **NESAC**, **Umiam**, **Meghalaya**.
- 13. The tender accepting authority on behalf of Director, NESAC is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 14. The tender accepting authority on behalf of Director, NESAC also reserves the right to alter the scope/ or reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account.
- 15. The tender accepting authority on behalf of Director, NESAC reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 16. Canvassing directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 17. The tender accepting authority reserves the option to give preferences to the offers in accordance with the policies of the Government from time to time.
- 18. The contractor shall not be permitted to tender for works in the Division of that particular Centre of the Department responsible for award and execution of contracts for which his/her near relative is working. He/she shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Department of Space. Any breach of this condition by the contractor would render him liable for rejection of tender or cancellation of contract.
- 19. The tender should be valid for **minimum period of 120 days** from the due date of receipt of the tender specified in Para 1 above. If any tenderer withdraws the offer within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the Earnest Money Deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 20. On concluding the tender, an agreement shall be drawn with the successful tenderer.

Sd/-Director, NESAC Umiam, Meghalaya

#### **B. DECLARATIONS BY THE TENDERER/ CONTRACTOR**

- 1. I hereby declare that I have gone through clearly and understood the General Conditions of Contract for Civil and allied works along with the schedules (schedules G, H and I) and other relevant formats (formats 1 to 5) uploaded in website at <a href="http://www.isro.gov.in/tenders">http://www.isro.gov.in/tenders</a>.
- 2. The tenderers are requested to meticulously go through the following clauses in particular.

Clause No.	Description	Page. No
Clause 1	Performance Guarantee	E-18
Clause 1A	Security Deposit	E-18
Clause 2A	Compensation for Delay	E-18
Clause 3	Determination of Contract	E-18
Clause 3A	Closing of contract by either party	E-20
Clause 4	Contractors remain liable to pay compensation even if action	E-20
01 5	is not taken under clause 3.	E 04
Clause 5	Time & Extension for Delay	E-21
Clause 6	Measurement of work done	E-22
Clause 6A	Computerized Measurement Book	E-23
Clause 7	Payment	E-25
Clause 8	Completion certificate	E-26
Clause 8A	Contractor to keep site clean.	E-26
Clause 9	Payment of final bill	E-27
Clause 9A	Payment of contractor's bill to banks	E-27
Clause 10A	Materials to be provided by the Contractor	E-27
Clause 10D	Dismantled materials belong to Government	E-28
Clause 11	Works to be executed in accordance with specification, drawings, orders etc.,	E-29
Clause 11A	Action where no specification.	E-29
Clause 12	Deviations/ Variations, Extent and Pricing	E-29
Clause 13	Foreclosure of Contract due to abandonment or reduction in	E-31
Olause 15	scope of work	
Clause 15	Suspense of works	E-31
Clause 16	Action in case of work not done as per specification	E-31
Clause 16A	Notice to be given before covering up.	E-32
Clause 17A	Contractor liable for damages, defects during maintenance	E-33
Clause 18	period.	E-33
	Contractors to supply tools and plants.	E-34
Clause 18A	Recovery of compensation paid to workmen	E-34
Clause 18B	Ensuring payment and amenities to workers if contractor fails.	E-34
Clause 19	Labour Laws/ Safety Provisions to be Complied by the Contractor	E-34
Clause 20	Minimum wages act	E-35
Clause 21	Work not to be sublet. Action in case of insolvency.	E-35
Clause 22	Compensation payable are without reference to actual loss or damages.	E-35
Clause 23	Change in firm's constitution to be intimated.	E-35
Clause 25	Settlement of Disputes and Arbitration.	E-36
Clause 25A	Settlement of dispute between CMG/ CMD & Central Govt.	E-37
Clause 28	Renumbered as Clause 11A	-
Clause 29	Withholding and lien in respect of sums due from Contractor.	E-38
Clause 29A	Lien in respect of claims in other Contracts	E-39
Clause 30	Termination of Contract on death of contractor	E-39
Clause 31	Water Supply	E-39

Clause 32	Electricity	E-40
Clause 36	Employment of Graduate/ Diploma Engineers	E-41
Clause 39	Relative working with Department	E-41
Clause 40	Restriction for employing retired Government Servant	E-41

Date:	Signature of tenderer/ Contractor
Place:	with Name and legal address
Contractors Stamp & Seal	

#### **Item Rate Tender for Works**

#### Memorandum

- a) Tender Notice No, Date and Title of work: Re-commissioning of existing 30 kVA DG at NESAC Residential Campus
- b) NIT No: No NESAC/CMD/E/82/2016 dated 14.06.2016

c) Estimated cost: Rs 2, 30, 000.00 d) Earnest Money: Rs 4, 600.00/-

- e) Performance guarantee: Rs 4, 600.00/- (EMD furnished will be retained towards P G)
- f) Security Deposit: Performance guarantee already submitted will be retained towards the Security Deposit.
- g) Time allowed for completion of the work from the day of date of issue of work order 07 (seven) Days.
- 2.Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of General conditions of contract (GCC) and General Guidelines to be read in conjunction with GCC, annexed here to and all the terms and provisions contained in NIT, which has been read by me/ us and explained to me/ us so far as applicable or in default there of to forfeit and pay to the President of India or the successors in Office the sums of money mentioned in he said conditions.
- 3. A sum of Rs...... is hereby forwarded by crossed D.D, Fixed deposit, Bank Guarantee by approved Scheduled bank, Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest Money. If I/ We fail to commence the work specified in the above Memorandum, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.
- 4. In the event of accepting my/ our offer by Department, I/ We agree to revalidate the earnest money deposited as Performance Guarantee within 15 days from the date of issue of letter of intent/ work order. In case, if I/ We fail to revalidate the same within the period specified including the extended period if any, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.
- 5. I/ We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the General conditions of Contract (GCC)
- 6. I/We hereby declare that I/ We shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate the same or use the information in any matter prejudicial to the safety of the country.
- 7.I/ We declare that I/We ....... possess a copy of the Specifications of Civil Engineering works/ Specification for Electrical works/ Specification for Air conditioning works of Construction and Maintenance Group, \_\_\_\_\_\_ Department of Space, Government of India, I/We have signed the Master copy of the Specifications available in the office of the Group Head, CMG/ Head CMD, in token of noting the contents therein.

I/We also declare that I/We have perused in detail and examined closely the specifications and I/We agree to be bound by and comply with all such specifications for this work.

I/We declare that the work will be carried out as per the specification in tender document and as per the specifications said above. The items of work not covered in the specifications said above will be carried out as

will be carried out as in the relevant specifications of above, the work will be carried out as directed in writi 8. I/We declare that I/We a	re not associated, nor has been associated in the past, entity that has prepared the design, specification and other
	not associated, nor has been associated in the past, directly y who has been engaged by the Department to provide of the works for which tenders are invited.
I/We declare that the rates quoted	by me/us are on the basis of the above.
Dated theday of	20
Witness	
Address	Signature of the tenderer/ Contractor
Occupation	
The above tender for a sum of Rsme on behalf of the Director, NESAC	) is hereby accepted by
Dated theday of20	)
Signature of tenderer/ Contractor address/	Signature of the Officer by whom accepted with legal
Witness before Submission of tender	

# **DEFINITIONS**

#### 1. CONTRACT:

The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, design, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

#### 2. CONTRACTOR:

The 'Contractor' means the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.

#### 3. PRESIDENT:

The 'President' means the President of India and his successors.

#### 4. GOVERNMENT:

'Government' or 'Government of India' means the President of India.

#### 5. DEPARTMENT:

'Department' means Department of Space, Government of India.

#### 6. ENGINEER-IN-CHARGE:

The 'Engineer-in-charge' means the Group Head, CMG/ Head CMD/ Engineer-SG/ Engineer-SF/ Engineer-SE/ Engineer-SD, as the case may be, or the appropriate competent authority declared by the Government who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President.

#### 7. WORK (S):

The expression 'Works' or 'Work' shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

#### 8. SITE:

The 'Site' means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

#### 9. MARKET RATE:

'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site including applicable taxes, duties and also the transportation charge to where the work is to be executed plus the percentage mentioned in schedule `F' to cover all overheads and profits.

#### 10. SCHEDULE (S):

'Schedule(s)' referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers.

#### 11. SCHEDULE OF RATES (SOR):

'Schedule of Rates' of the Department mentioned in the schedule `F' here under, with the amendments thereto issued upto the date of receipt of tender.

## **12. TENDERED VALUE:**

'Tendered Value' means the value of the entire work as stipulated in the letter of award or work order.

## SCHEDULE `F' - REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Name of work: Re-commissioning of existing 30 kVA DG at NESAC Residential Campus

1.	Estimated cost of work	Rs 2, 30, 000.00
2.	Earnest Money	Rs 4, 600.00/-
3.	Security Deposit	Rs 4, 600.00/-

REF: CLAUSE 1 OF GCC: PERFORMANCE GUARANTEE			
(i) Time allowed for revalidating the earnest money as performance Guarantee, from the date of issue of letter of acceptance.	15 days		
(ii) Maximum allowable extension beyond the period provided in (i) above	15 days		
REF: CLAUSE 2A OF GCC: COMPENSATION OF DELAY			
Authority of fixing compensation under clause 2A	Director, NESAC, Umiam		
REF: CLAUSE 5 OF GCC: TIME & EXTENSION FOR DELAY			
Number of days from the date of issue of letter of Acceptance for reckoning date of start	As per work order		
Time allowed for execution of work	07 days		

REF: CLAUSE 6 & 6A OF GCC: MEASUREMENT OF WORK DONE AND COMPUTERIZED MEASUREMENT BOOK

Clause applicable: 6A

REF: CLAUSE 12 OF GCC: DEVIATIONS/ VARIATIONS, EXTENT AND PRICING

REF: CLAUSE 16 OF GCC: ACTION IN CASE OF WORK NOT DONE AS PER SPECIFICATION

Competent Authority for deciding reduced rates: Director, NESAC, Umiam

**REF: CLAUSE 25 OF GCC: SETTLEMENT OF DISPUTES AND ARBITRATION** 

Law court of Jurisdiction : Shillong/Nongpoh

# **Description of Works:**

## **A.** Re-commissioning of a DG of 30 KVA: The various work under this are as follows:

- Rectification of the DG including supply of all required spares for engine, alternator, fuel system, voltage regulator, cooling & exhaust system, battery charger, control panel including ammeter/voltmeter/starting switch, battery etc. for making it fully functional
- Servicing of the DG including supply of all kind of lubricants, engine oil, filters etc.
- Shifting of the DG to NESAC residential campus, Umiam from its present location (Boys Hostel of NESAC at Umiam). The vendor should arrange its transportation including its loading and unloading (crane is required besides labor/technician).
- Construction of a pcc basement of size 18 ft x 12 ft (LxB) and of height 1 ft from ground level to place the DG in the new site at residential campus as marked by NESAC
- Dismantling the tubular metal structure and steel roofing from the existing location of DG (Boys hostel) and re-fitting in the pcc basement made for keeping the DG.
- Earthing and its connection to DG as per standards
- Re-installation, testing and re-commissioning of the DG including supply of diesel to its full tank capacity (for once only during testing)
- The 'make' of the battery (12 volt, 150 Ah) for the DG should be one of the following:

Exide; Amco; Amarraja

• LT cable to connect the DG is to the distribution panel is already available. The contractor shall connect the cable using suitable lags at the DG end and terminate the other end of the cable to a change over switch. The change over switch is to be supplied by the contractor. The specification of the change over switch is 100 Amp, 3 Phase and make may be any one from the following: L & T, Siemens, Schneider, GE Power Controls, HPL, Havells, C & S Electric, Standard, Indo-Asian, HH ELCON

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