

F. No. 33011/2/2015-Admn.
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

Shastri Bhawan, New Delhi,
Dated the 12th June, 2015

TENDER DOCUMENT

For award of Annual Maintenance Contract (AMC) for carrying out general repairing/replacement of electric items etc. belonging to Department of Pharmaceuticals.

BRIEF INFORMATION ON BID DOCUMENT

1.	Tender No.	F. No. 33011/2/2015-Admn.
2.	Duration of Contract	One year from the date of award of contract.
3.	Last date and time of submission	1500 Hours on 02.07.2015
4.	Date of Opening of Bid	1530 Hours on 02.07.2015
5.	EMD	Rs. 20,000/- (Rupees Twenty thousand only)
6.	Cost of Tender document	NIL
7.	Total Number of pages of Tender Documents	13
8.	Address and Venue for the submission of Tender document	Tender Box kept at Garage No. 19, Ground Floor, Shastri Bhawan, New Delhi

F. No. 33011/2/2015-Admn.
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

Shastri Bhawan, New Delhi,
Dated the 8th June, 2015

NOTICE INVITING TENDER

Maintenance/repairing/replacement etc. of electric items

SEALED quotation are invited from reputed/registered firms for award of Annual Maintenance Contract for the repairing maintenance/repairing/replacement etc. of electric items in the Department of Pharmaceuticals as per details mention at **Annexure – I** on the terms and conditions enumerated in the following paragraphs for a period of one year.

2. The complete Tender Document can be downloaded from the website of this Department <http://pharmaceuticals.gov.in> and <http://eprocure.gov.in/cppp>
3. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only), refundable (without interest), should be necessarily accompanied with the quotation of the Firm in the form of Demand Draft/Pay Order drawn in favour of "**Pay & Accounts Officer, Department of Pharmaceuticals, New Delhi**" (failing which the tender shall be rejected summarily) along with other requisite documents has to be submitted in the Tender Box kept at the Garage No. 19, Ground Floor, Shastri Bhawan, New Delhi.
4. **The last date of receipt of tender is 2nd July, 2015 at 1500 HOURS.**
5. The quotation will be opened by the Tender Opening Committee of the Department on 2nd July, 2015 at 1530 hours.

(S. R Meena)
Under Secretary to the Govt. of India
PH: 23382096

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, the Department of Pharmaceuticals shall be referred to as 'Client and the Bidder/Successful Bidder shall be referred to Contractor and/or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of this Department <http://pharmaceuticals.gov.in> and <http://eprocure.gov.in/cppp>
- 1.3 While all the efforts have been made to avoid errors in the drafting of the tender documents, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.5 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Department of Pharmaceuticals. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. MINIMUM ELGIBILITY CRITERIA

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:-
 - (a) Registration: The Bidder/Bidding firm must be registered with the Income Tax. The proof/self-attested copies in support shall be attaché with bid document.
 - (b) Experience: The Bidder shall have experience in the similar field in the Government Ministries/Departments for the last five consecutive years.
- 2.2 Documents supporting the Minimum Eligibility Criteria:
 - (1) In proof of having fully adhered to minimum eligibility criteria at 2.1, following documents shall be acceptable with the bid documents:

- (a) Self-attested copy of registration certificate of agency for the similar job;
- (b) Self-attested copy of PAN/GIR card;
- (c) Self-attested copy Income Tax Registration Certificate;
- (d) Self-attested copy Service Tax Registration Certificate;
- (e) Self-attested copy of the latest IT return filed by agency;
- (f) Details of agreement made by firm for the last five years along with proof;
- (g) Statement of Bank A/C in the name of firm/agency;
- (h) Self-attested copy of TIN number & VAT Registration Certificate;

3. EARNEST MONEY DEPOSIT:

- 3.1 The quotation should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Demand Draft/Pay Order drawn in favour of “Pay & Accounts Officer”, Department of Pharmaceuticals, New Delhi” failing which the tender shall be rejected out rightly.
- 3.2 No request for transfer of any previous deposit of Earnest Money Deposit (EMD) or Performance Security Deposit (PSD) or adjustment against any pending bill held by the Ministry in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observed and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e no interest will be payable in EMD.
- 3.5 The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document;
 - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

- (c) Fails or refuses to honour his own quoted prices for the services or part the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for a period of 120 days from the last date of submission of bids.
- 4.2 In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.
- 5.2 **Bid:** The bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
- a. Bid Submission form duly signed by the Competent Authority.
- b. Earnest Money Deposit of Rs. 20,000/- (Rupees Fifty thousand only)
- c. All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria s referred in Section – 2 above.

6. SUBMISSION OF BIDS

- 6.1 The Bidding firms have to submit the tenders in the prescribed proforma. The interested agencies are advised to submit their quotation in a sealed envelopes super-scribing **“Quotations for the Maintenance/Repairing/replacement of electric items of Department”** and dropped the same in the Tender Box kept at Garage No. 19, Ground Floor, Shastri Bhawan, New Delhi.
- 6.2 The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only), refundable (without interest), should be necessarily accompanied with the Bid of the firm in the form of Demand Draft/Pay order drawn in favour of “Pay & Accounts Officer, Department of Pharmaceuticals, New Delhi” **failing which the tender shall be rejected summarily.**
- 6.3 The Bid shall be submitted not later than 1500 hrs of 02.07.2015 addressed to “Under Secretary (Administration), Department of Pharmaceuticals, Shastri Bhawan, New Delhi. Bids must be submitted within date and time stipulated in the tender document.
- 6.4 No Bid shall be accepted after the specified date and time. However, the competent authority in the Department of Pharmaceuticals, reserves right to extend the date/time for submission of bids, before opening of the bids.

7. BID OPENING PROCEDURE

- 7.1 The bids shall be opened on 02.07.2015 at 1530 hours by the tender opening committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 7.2 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.3 After opening of the bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the tender document.
- 7.4 Bids shall be declared as valid or invalid base on the preliminary scrutiny, i.e verification of EMD, by the tender opening committee. However, detailed evaluation shall be done only in respect of valid bid.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence such notifications, the bids will be opened on next working date, and time remaining unaltered.

8. CLARIFICATION ON BID EVALUATION:

- 8.1 The bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, the interpretation made by the client will be final.
- 8.3 Client also reserves the right to seek confirmation /clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.
- 8.4 The bids which conform to all the eligibility criteria prescribed in the tender document will only be considered and the rests will be summarily rejected.

9. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

- 9.1 The earnest Money Deposit of the bidders shall be returned on award of contract to the successful bidder.
- 9.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of tender after the opening of bids and prior to opening of bids.

GENERAL CONDITIONS OF CONTRACT

1. PERFORMANCE SECURITY DEPOSIT (PSD)

- 1.1 The successful firm will have to deposit a Performance Security Deposit (PSD) of Rs. 25,000/- (Rupees Twenty five thousand only) in the form of fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the “DDO, Department of Pharmaceuticals, New Delhi” within fifteen days (15 days) of the award of the contract. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
- 1.2 The Performance Security Deposit (PSD) will be forfeited by order of the competent authority in the Department of Pharmaceuticals in the event of any breach or negligence or non-observation of any terms & conditions of the contract or for unsatisfactory performance.

2. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

- 2.1 Submission of Performance Security Deposit (PSD)
- 2.2 The successful firm will start working immediately from the date of award of the contract. The Department shall, however, have the right to terminate the contract at any time.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 No cutting or overwriting in the tender form will be acceptable.
- 3.2 No increase in amount shall be considered at all during the currency of the Annual Contract.
- 3.3 The firm should have PAN card, VAT registration and Services Tax Registration and other requisite government clearances that are necessary for carrying out such work.
- 3.4 Name of the proprietor, Residential and official address and telephone numbers of the firm to be given on the letterhead of the firm.
- 3.5 The firm should have minimum yearly turnover of Rs. 25 lakhs consecutively for the last three years and the document showing the turnover may be furnished. Copies of Income Tax Return for the last three years may also be enclosed.
- 3.6 An undertaking that the firm is not barred from any organization/Govt. Department.
- 3.7 All the pages of tender documents should be signed and properly numbered and total number of pages must be indicated on the forwarding letter.
- 3.8 The prospective firms should have at least 5 years' experience of maintenance/repairing of furniture items with the Government Department and should furnish a copy of “Experience Certificate” from their respective organizations, along with their quotations.

- 3.9 The rates quoted must be, in whole rupee inclusive of transportation charges, etc. it may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e “Free” or “Complementary” just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.
- 3.10 The tender quotation should be complete in all respects and any incomplete tender quotation would be treated as ineligible for award of the contract.
- 3.11 Any other charges like transportation/fare etc., will not be paid.
- 3.12 The work is to be carried out in the premises of the Department of Pharmaceuticals. The work which cannot be done in the office premises would be allowed to be done outside. No extra charges will, however, be payable on this account.
- 3.13. It will be the responsibility of the firm to depute at least one skilled electrician exclusively to this Department every day for doing the day-to-day repairing/replacement of electric jobs. If the electrician doesn't come on any of the working day or fails to do the required electric work, the work will be got done by the Department at the cost of the firm.
- 3.14 The electrician deputed by the selected firm for the service/repair/maintenance of various electric items will be governed by the provisions of minimum wages act of Government of NCT Delhi and other mandatory provisions of Law i.e ESI, EPF, etc.
- 3.15 This Department can terminate the contract at any time, if the work of the contractor is found unsatisfactory. In this respect the decision of the Department will be final and binding on the contractor.
- 3.16 In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the Department.
- 3.17 If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the firm.
- 3.18 As most of the items of work will be of urgent and time bound nature, the work will have to be completed within the stipulated time frame.
- 3.19 Very good workmanship and quality of material are of vital importance. Any shortfall in the workmanship / quality of material will not be tolerated and the firm may be asked to undertake the work again at no extra cost.

4. **CONTRACTOR'S LIABILITY**

- 4.1 If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract is liable to be terminated without any notice and the performance security shall be forfeited.

- 4.2 The contract shall be awarded to the selected bidder(s) on fixed rates for one year. However, the contract may be extended for further period of one year, if mutually agreed by both the parties.
- 4.3 The firms are also required to prove their competence to undertake such repairing job by furnishing certificate/document regarding satisfactory service from at least five different Ministry/Departments. The firm shall also indicate their registration number, Income PAN number, TIN number, address of the registered office.
- 4.4 The firm must have an office or workshop of its own in Delhi/NCR which should be registered with MCD/NDMC.
- 4.5 The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contact elsewhere on the contactors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
- 4.6 The rates may be quoted as per Annexure – I, Taxes (VAT, Service Tax) if any, may be specifically and separately indicated in the quotation.
- 4.7 The firm/contractor shall be responsible for any injury or accident to the carpenter/person employed by them.

5. VALIDITY OF CONTRACT

The contract is likely to be for period of one (1) year. The period of the contract may be further extended provide the requirement of the Department persists at that time or may be curtailed/terminated earlier owing to deficiency in service or substandard quality of work by the selected firm. The Department, however, reserves right to terminate this initial contract at any time after giving on week notices the selected firm.

6. PAYMENTS

- 6.1 For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.
- 6.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque.
- 6.3 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time and a certificate to this effect shall be provided to the agency by this Department.

7. TERMINATION

- 7.1 In case of breach of any of terms and conditions of the contract by the selected firm, the competent authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the performance security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Director (Admn.), Department of Pharmaceuticals in this regard shall be final.
- 7.2 The contactor goes bankrupt and becomes insolvent.

8. GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE

8.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Department of Pharmaceuticals in accordance with the provisions of the Arbitration and conciliation Act, 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

8.2 Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Department.

(S. R Meena)
Under Secretary to the Govt. of India
PH: 011-23382096

To

1. Director (NIC) with a request to upload the tender document on the website of this Department.
2. Website of "Central Procurement Portal".

ANNEXURE TO TENDER NOTICE

S. No.	Items	Rates for per unit/per mtr. (in `)
1.	Plug (15 Amp) & Fitting of Plug – ISI Mark Branded	
2.	Plug (5 Amp) & Fitting of Plug – ISI Mark Branded	
3.	Switch (15 Amp) & Fitting of Switch – ISI Mark Branded	
4.	Switch (5 Amp) & Fitting of Switch – ISI Mark Branded	
5.	Socket (15 Amp) & Fitting of Socket – ISI Mark Branded	
6.	Socket (5 Amp) & Fitting of Socket – ISI Mark Branded	
7.	Modular Switch (5 Amp) & Fitting – ISI Mark Branded	
8.	Modular Switch (15 Amp) & Fitting – ISI Mark Branded	
9.	Modular Socket (5 Amp) & Fitting – ISI Mark Branded	
10.	Modular Socket (5 Amp) & Fitting – ISI Mark Branded	
11.	Replacement of Tube Light / CFL / LED	
12.	Tube Light Choke with fitting – ISI Mark	
13.	Electronics T-5 (28 Watt) Tube fitting - ISI Mark	
14.	Electronics T-5 (28 Watt) Chock fitting - ISI Mark	
15.	P.L Tube Light Chock Single (36/40w) - ISI Mark	
16.	P.L/T-5 Chock for double tubes (36/40W) – ISI Mark Branded	
17.	P.L/T-5 Chock for single tubes (36/40W) – ISI Mark Branded	
18.	P.L/T-5 Light fitting double tubes (36/40W) – ISI Mark Branded	
19.	Tube Light Starter with fitting – ISI Mark	
20.	Electric Kettle Element (1500 watt) with fitting - ISI Mark Branded	
21.	Heat Convector Element with fitting ISI Mark Branded	
22.	Heat Converter Motor with fitting – ISI Mark Branded	
23.	Hot Case Element with fitting – ISI Mark Branded	

24.	Oil Heater Element with fitting – ISI Mark Branded	
25.	Oil Heater Thermostat with fitting – ISI Mark Branded	
26.	Ceiling Fan 48”	
27.	Ceiling Fan 56” (Branded)	
28.	Pedestal Fan (Branded)	
29.	Wall Fan (Branded)	
30.	Fan Motor repair/rewinding (Wall Fan, Table Fan, Exhaust Fan, Pedestal Fan & Ceiling Fan)	
31.	Fan Bush & fitting	
32.	Fan Regulator & fitting – ISI Mark Branded	
33.	Fan Condenser (Different capacity) & fitting	
34.	Tea Kettle Connector with fitting – ISI Mark Branded	
35.	Heat Convector Thermostat with fitting – ISI Mark Branded	
36.	Hot Case Thermostat with fitting – ISI Mark Branded	
37.	Repairing of Oil Heater (Oiling & Servicing)	
38.	Cleaning and Oiling of all Heat Converter	
39.	Metal Plug with fitting – ISI Mark Branded	
40.	Multi Plug 15 Amp with fitting – ISI Mark Branded	
41.	Red/Green Blue (0 watt) & fitting	
42.	Channel (Biding) 2” per feet with fitting	
43.	Extension Board (2/3/4/5 Nos. Pin Plug) – ISI Mark Branded	
44.	Repair of Extension Board (2/3/4/5 Nos. Pin Plug)	
45.	MCB 6A – 32A – ISI Mark Branded with fitting	
46.	ELCB 32A - 63A – ISI Mark Branded with fitting	
47.	DP 32A, 43A & 63A – ISI Mark Branded with fitting	
48.	Wire Rubber (70x76) – ISI Mark Branded with fitting	
49.	PVC Baton new (1 inch & ½ inch) & fitting	
50.	Cordless Electric Bell	
51.	Repair Indicator Light & Switch	
52.	Holder Cross Pin	
53.	Servicing of Exhaust Fan/Pedestal Fan/Wall Fan	
54.	Three Pin Top 15 AMP	

55.	Three Pin top 5 Amp	
56.	Installation/uninstallation of LCD/LED TV	
57.	Electrical Wire (6 mm)	
