



“APPAREL EXPORT PROMOTION COUNCIL”

**TENDER FOR
ELECTRICAL WORK OF AUDITORIUM**

Date Sheet		
S.No	Description	Date
1	Date of advertising the tender	17.12.2018
2	Date till any pre bid query	24.12.2018
3	Date for reply of all pre bid queries	28.12.2018
4	Date of Closing of Tender	07.01.2019
5	Date of opening of Technical Bid	08.01.2019 03:00 pm at Apparel House
6	Date of opening of Financial Bid	11.01.2019 03:00 pm at Apparel House

Apparel Export Promotion Council

F.No. AEPC/HO/AHM/72-III/2018

I N D E X

Sr. No.	DESCRIPTION	PAGE No.
1	NOTICE INVITING TENDER	3
2	SCOPE OF WORK	4
3	ELIGIBILITY CRITERIA	4
4	EVALUATION CRITERIA	4
5	FINAL SELECTION OF AGENCY:	4
6	EARNEST MONEY DEPOSIT	4
7	PERFORMANCE SECURITY DEPOSIT	4
8	ARBITRATION	6
9	TERMS AND CONDITIONS	6-8
10	TECHNICAL BID	9
11	FORM OF TENDER	10
12	FINANCIAL BID (CONSOLIDATED)	11
15	FINANCIAL BID FOR LIGHTING REQUIREMENT AND ELECTRICAL WORK (ANNEXURE-I)	12

Apparel Export Promotion Council
(Sponsored by Ministry of Textiles, Govt. of India)
Apparel House, Sector-44, Institutional Area, Gurgaon-122003, (Haryana)
F. No. AEPC/HO/AHM/72-III/2018

NOTICE INVITING TENDER

Dated the 17th December, 2018

Name of Work: Electrical Work of Auditorium, Apparel House, Sector-44, Institutional area, Gurugram.HYN.

Apparel Export Promotion Council invites sealed Tender from the experienced and technically qualified contractors for **Electrical work of Auditorium**, Apparel House Building, Sector-44, Institutional area, Gurugram-122003, Haryana. The Tender documents should be addressed to **Shri J.S Rana, Jt. Director (AHM)**, Apparel House, Sector-44, Institutional Area, Gurugram-122003, Haryana so as to reach this office latest by **3.00 P.M. on 24th December, 2018** by post / by hand. The interested firm / contractor may download the Tender document from the AEPC website www.aepcindia.com. **More** than one tender from same owner shall be summarily rejected.

1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

Location of work	Apparel House Building, Sector-44, Institutional area, Gurugram-12203, Haryana
Date of Commencement of work at site	Within 7 days from the date of work order
Period of Contract	45 days from the date of commencement of work.
Earnest money with Tender Document	Rs. 20,000/- (Twenty Thousand only) in the form of Demand Draft/Pay Order/ Bankers Cheque/Fixed Deposit Receipt/Bank Guarantee of any Nationalized Bank drawn in favour of Apparel Export Promotion Council, payable at Gurugram.
Estimated Cost	Rs. 9,00,000/- (Rupees Nine Lakhs Only)
Final decision	The A.E.P.C. has the right to accept any Tender in whole or part thereof or reject it entirely without assigning any reason thereof. In case of any disputes whatsoever, decision of sole arbitrator appointed by the AEPC will be final and binding. The venue of arbitration will be Head Office. Gurgaon.

2.0 SUBMISSION OF TENDER

Tender Documents should be in a proper sealed cover superscripted as "Tender for Electrical of Auditorium, Apparel House, Gurugram". The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice ONLY. Tenders without Earnest Money Deposit will be out rightly rejected. Tenders shall be submitted in **Three separate sealed envelopes** and put into **Envelope IV** superscripting as following:-

<u>Envelope-I</u>	<u>Envelope- II</u>	<u>Envelope- III</u>	<u>Envelope-IV</u>
EMD	Technical bid	Price bid	Tender
Auditorium Electrical	Auditorium Electrical	Auditorium Electrical	Auditorium Electrical

3.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings between **10 am to 4 pm** on any five working days of the AEPC and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be

considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending tenderers may contact Joint Director (AHM), Apparel Export Promotion Council (AEPC), Apparel House, Institutional Area, Sector-44, Gurugram-122003, **Haryana**.

4.0 Scope of Work:

4.1 Replacement of existing House lights with LED and Electrical works and supply & installation of Four (4) 2 TR Split AC for Green Room.

4.4 The contractor is required to complete Electrical and other works with complete finishing as per approved estimate and guidelines of Sr. Engineer. **Detailed scope of work is attached in Annexure-I.** The contractor should have sufficient manpower on its roll specifically trained and technically qualified and experienced for stipulated work.

4.5 Rates quoted shall be deemed to be inclusive of manpower, material, machinery, tools and tackles all taxes, duties, cartage, insurance etc.

4.6 No escalation of whatsoever nature shall be payable in future.

4.7 GST or any other tax shall be payable by the contractor. In case the contractor declines the offer of contract, his EMD will be forfeited.

4.8 Council reserves the right to modify/relax/withdraw any of the terms and conditions of the contract if it is necessary in the interest/benefit of the Council.

4.9 The contract as a whole or part thereof is NON TRANSFERABLE

5.0 MINIMUM ELIGIBILITY CRITERIA (documentary proof to be submitted)

Tenderers having following valid documents will be technically qualified and considered for opening of their Price bid. Technically qualified parties have no right to claim for award of the work. AEPC reserves the right to cancel or award the work in full or part thereof to any party / tenderer.

5.1 Details of similar one work of Rs.10 lakhs or two works of Rs 5 lakhs each executed by the bidder during last Three years in any government / semi government / government undertaking / reputed private sector undertaking.

5.2 Valid GST, PAN, TAN card number.

5.3 ESI and EPF registration certificate

5.5 Valid Labour License under Contractor Labour Act 1970

5.6 Affidavit / undertaking certifying that the firm has not been blacklisted by anyone.

5.7 Copy of Income Tax return for the last three financial years

5.8 Experience certificate of similar work executed/Agreement/Work order and detail of running contracts, if any. The contractor should have the technical competence, sound financial resources, experience, equipments, manpower, reputation to perform the contract to the satisfaction of AEPC.

6.0 EVALUATION CRITERIA/FINAL SELECTION

6.1 At first the Technical bid will be opened and screened. Tenderers having valid documents mentioned at 5.0 above will be technically qualified and considered for opening of their Price bid. Technically qualified parties have no right to claim for award of the work. AEPC reserves the right to cancel or award the work to any party / tenderer. Bidders who wish to attend the opening of the bids may ensure their presence on the mentioned date and time as specified in the Date sheet. The financial bids of only those bidders who qualify in Technical bids will be opened.

6.2 The lowest bidder (L-1) shall be considered for award of work though not binding and the decision of the AEPC in this regard will be final and binding.

7.0 EARNEST MONEY DEPOSIT

The tenderer is required to deposit Rs. 20000/- as EMD along with the tender in a separate envelope in the form of DD / PO of any Nationalised Bank drawn in favour of Apparel Export Promotion Council payable at Gurugram. Tender without EMD will be summarily rejected. EMD of unsuccessful bidder shall be refunded without any interest after finalization of award. EMD of successful bidder shall be released after furnishing of requisite Bank Guarantee which would be kept as performance security for a period of 12 months as defect liability period commencing from the date of issuance of actual completion certificate by Engineer in charge.

8.0 PERFORMANCE SECURITY

The contractor shall submit performance security through Bank Guarantee equivalent to 10% of the total contract value within 7 days of receipt of Work Order valid for a minimum period of 12 months... In case the adequate Bank Guarantee is not received the same shall be deducted from the bills of successful bidder. The performance security can be forfeited to recover any amount which is payable by the contractor on account of any clause arising out of the contract. It will be released after successful and satisfactory completion of the contract and defect liability period. No interest shall be payable on this performance deposit.

9.0 BID/TENDER VALIDITY

The prices quoted shall remain valid for **120 days** from the date of opening of bid and in respect of accepted bid the prices quoted shall remain valid for **180 days**.

10.0 TIME FOR COMPLETION

The Electrical and installation work shall be completed within a period of 45 days and shall start from the date of issue of the letter of commencement and shall stand terminated after the expiry of the period. If it is not completed within the time as specify in the work order then the liquidity damage @1% of the value of works per week up to maximum of 10 % of contract value will be imposed on the contractor.

11.0 COST DETERMINATION

The engineer shall determine the cost of actual work done in accordance with the contract and the contractor shall be paid accordingly. No part payment / rate shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the breakup of lump sum items and to decide the part rate for any particular item.

12.0 CONTRACTOR'S LIABILITY AND INSURANCE

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever and shall at his own cost Electrical and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

13.0 DAMAGE TO PROPERTY AND ACCIDENT / INJURY TO WORKMEN

The contractor shall indemnify the council against all losses and claims in respect of:-

13.1. Death or injury of any person

13.2. Loss or damage to any property which may arise out of or in consequences of Electrical and installation works and the remedying of any defects therein and against all claims, proceedings, damages, costs, charges or expenses whatsoever in respect thereof

14.0 SAFETY AND SECURITY OF PERSONS

The contractor throughout the execution and completion of the works and remedying of any defects therein have full regard for the safety of the persons entitled to be on the site and keep the site in an orderly state appropriate to the avoidance of danger to such persons, provide and maintain at his own cost all guards, warning signs and watching them where necessary required, take all reasonable steps on and off the site and to avoid damage to persons or to the property of the council arising as a consequence of his methods or Electrical.

15.0 LABOUR SAFETY

Contractor shall undertake all safety precautions during the execution of the work. In case of injury to any person contractor shall always have arrangement to take him to hospital for treatment at his own cost. Contractor will be fully responsible for any repercussions which may arise as a result of violation of any safety norms on his part.

16.0 WARRANTY / DEFECT LIABILITY PERIOD

The warranty/defect liability period for the work done would be for 12 months(24 months for LEDs) The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of Twelve months from the date of completion of the work in all respect. If the Contractors do not carry out

the rectification work during the Defects Liability Period, the AEPC shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of Electricals from the amount so retained from the performance security deposit. Performance Security deposit would be refunded only upon completion of the successful Defect Liability Period

17.0 DEFAULT OF CONTRACTOR

If the performance of the contractor is not found satisfactory or if the contractor fails to meet/fulfill any terms/conditions/obligations laid down in the tender document, the contractor shall be served a notice to take a corrective action within 7 days. If the contractor fails to rectify or conform, the employer shall be at liberty to terminate the contract and forfeit the performance security amount without any further notice.

18.0 INSTRUCTIONS TO VARIATIONS

Quantities/measurement given in the BOQ / Bid is estimated measurement/quantities. The measurement/quantity of any particular work/item may vary to any extent. Variation in measurement/quantity in particular work/items or total exclusion of certain work/items of BOQ from the work executed or overall cost, does not entitle contractor to claim any extra cost.

19.0 LIQUIDITY FOR DAMAGE FOR DELAY

If the contractor fails to attend any complaint or defect in due course of time and if in the opinion of the engineer delay is on the part of the contractor, the Council can impose liquidated damages on the contractor. The awarded work should be completed within the period of 45 days, if it is not completed within the time as specify in the work order then the liquidity damage @1% of the value of works per week up to maximum of 10 % of contract value will be imposed on the contractor

20.0 ANNULMENT OF AWARD

Failure of the contractor to comply with the requirement of tender shall constitute sufficient ground for the annulment of the award and forfeiture of security in which event tender shall be cancelled and Council may call for new bids.

21.0 RISK CLAUSE

In the event of termination due to default of the contractor, the employer shall be at liberty to get the balance work done through other means at the cost, risk and responsibilities of the contractor and excess expenditure incurred on account of this will be recovered by the employer from the contractor's performance security deposit or pending bills or by raising a separate recovery claim. In the event of loss/damage of building, equipment etc of the employer due to negligence/carelessness of the contractor's staff then the contractor shall compensate loss to the employer.

22.0 FINAL CERTIFICATE

After receipt of the final statement and the written discharge, the engineer shall verify the same and issue a Final Certificate stating the amount which in the opinion of the engineer is finally due to the contractor after giving credit for all amounts previously paid by the Council to the contractor. The engineer may make any correction or modification in any previous payment certificate which has been issued by him and shall have the authority, if any work is not carried out to his satisfaction by the contractor, to omit or reduce the value of any such work

23.0 ARBITRATION

AEPC has the right to accept or reject any tender in whole or part or reject it entirely without assigning / specifying any reason thereof. In the event of any dispute or difference arising between the AEPC and Contractor out of or relating to or in respect of the contract, the same shall be referred to the arbitration of the sole arbitrator to be appointed by the AEPC in accordance with The Arbitration and Conciliation Act, 1996, as amended. The arbitrator shall give reason for the award which shall be final and binding between the AEPC and Contractor. The venue of such arbitration shall be at Apparel House, Gurugram, Haryana.

Further, the Courts at Gurugram, Haryana shall have jurisdiction to try and or entertain any matter of disputes arising out of and or relating to and or in connection with the contract and shall be governed by Indian Law.

GENERAL TERMS AND CONDITIONS

1. After expiry of last date, no Tender document will be entertained.
2. The financial bid shall consist of rates inclusive of all charges, all taxes as applicable including GST, etc.
3. The quotation should be given on firm's letter head giving name of authorized person, address of the firm, contact number, Email ID etc.
4. Financial bids should be submitted in the prescribed formats only. The financial bids submitted in any other format will not be accepted.
5. The rate should be mentioned clearly in words inclusive of all taxes as applicable & Cess etc. in the financial bid. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.
6. Unsealed / unsigned Tenders shall not be considered for evaluation. Tenders without EMD shall be summarily rejected. There should be no erasing and/or overwriting. The Tenders with erasing and/or overwriting shall be summarily rejected.
7. The contractor or his authorized representative could be present at the time of opening of bids, if they so desire.
8. The materials shall be got approved prior to its use from the Engineer in charge of the Council. The material shall be in the original packing from the manufacturer clearly indicating manufacturing date, expiry date and price etc. Any items found defective will be replaced free of cost to the satisfaction of the Council's authorities.
9. As the work will have to be carried out in the building and area in use the contractor shall ensure:
 - a) that the normal functioning of the Council is not effected as far as possible.
 - b) that the work is carried out in an orderly manner without noise and obstruction to anyone.
 - c) that all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
 - d) The contractor shall ensure that his Electrical and replacement staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner.
 - e) the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - f) Water and electricity (single point) shall be made available free of cost at nearby source of work. The contractor has to make his own arrangements for use of the same. Any shortcoming, loss or damages due to this regard shall be borne entirely by contractor.
 - g) The work shall be undertaken from 9.30 am to 5.30 pm only during the working hours of the Council. Prior permission of the Council shall have to be obtained for carrying out any urgent work beyond the above timings.
 - h) The contractor to whom the work is awarded will execute the work himself. He will not be allowed to sublet the work to any other agency or to sub contract it.
 - i) Contractor's supervisor should be available at the site to supervise the work and coordinate with the engineer-in charge of the Council. The contractor shall provide the name and contact number of the supervisor. All labour/persons engaged in the work shall put their attendance in the register available at the security officer at main gate. Smoking, drinking, chewing pan, gutka etc is strictly prohibited inside the apparel house premises.
 - j) All tools & tackles, plants, equipments and materials to carry out work at site shall have to be provided by the contractor at his own cost.
10. In case of any delay in project / late deliverable by the contractor, no escalation will be entertained in any circumstances and the rate quoted by the contractor at the time of award will be valid up till the completion of the project
11. In case of any extra items which may rise as per the requirement of work, the same may be executed subject to the prior approval of AEPC and the rates for the same shall be considered as per latest DSR (Delhi Schedule Rates) available at that time

12. The contractor has to carry out the defect works noticed by the office (AEPC) at the cost of contractor during the defect liability period of 12 months. If the Contractors do not carry out the rectification work during the Defects Liability Period, the AEPC shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of Electricals from the amount so retained.

13. No labour below the age of 18 years shall be employed on the work and Labour shall be employed as per minimum wages act and rates which are applicable at the time of employment of labour.

14. The terms of payment would be as follows:-

- a) The payment would be made after completion of the work subject to submission of final Bill/Invoice with all supporting documents alongwith work completion certificate issued by the Engineer-In-Charge, AEPC.
- b) TDS will be deducted as per the provisions of Income Tax act, as amended from time to time.

(J.S Rana)
Joint Director

TECHNICAL BID

S. No.	Particulars	Self-attested copy
1	Earnest Money deposit (EMD)	Demand Draft No. _____ dated _____ for Rs. 20,000/- (Rupees Twenty Thousand only) drawn on (name of the Bank) in favor of "Apparel Export Promotion Council" payable at Gurugram (To be enclosed with Technical Bid).
2	Registration of firm / Partnership deed / Memorandum & Articles of Association	Yes / No
3	i) Name & Designation of Contact Person ii) Mobile No (s) of the Contact Person / Firm iii) e-mail address of Contact Person / Firm	
4	Registration number of ESI & PF (photocopy of registration to be attached) In case, not applicable, an Undertaking on Rs. 50/- stamp paper duly notarized is to be submitted with reason thereof.	Yes / No
5	Copy of Income Tax Return of the company for last 3 years	Yes / No
7	Self-attested copy of PAN Card	Yes / No
8	Self attested copy of Goods and Service Tax Number (GST)	Yes / No
9	Orders / Satisfactory completion certificate for undertaking of similar work in Govt. Office / Govt. Undertaking Office / Private Office etc. (02 work orders of not less than Rs. 5 lacs or 01 work order of not less than 10 lacs)	Yes / No

(Signature of Authorized Signatory)

Name & Designation

Contact No.

NAME OF THE AGENCY WITH SEAL

FORM OF TENDER

The Joint Director-AHM,
Apparel Export Promotion Council,
Institutional Area, Apparel House, Sector – 44,
Gurugram-122003, Haryana

Sir,

Ref: Electrical work of Auditorium, Apparel House, Sec.-44, Gurugram, Haryana.

Having examined the Works, Specifications and Schedule of quantities (Annexure-I, II, III) prepared by your office and satisfying ourselves as to the location of the site and working conditions, I / we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I / We herewith deposit **Rs. 20,000/- (Rupees Twenty thousand only)** by Demand Draft or Banker's Cheque drawn in favour of Apparel Export Promotion Council as Earnest Money Deposit.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs. 20,000/-** in the event of our refusal or delay in accepting the Work Award Letter. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I / we agree not to employ Sub-Contractors without the prior approval of Apparel Export Promotion Council.

I / we agree to pay all applicable taxes / charges prevailing and be levied from time to time on such applicable items and the rates quoted by me/us are inclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the AEPC or the Engineer of the AEPC during the course of the work, AEPC reserves the right to terminate my contract and forfeit the Earnest Money Deposit paid by me in additions to recovery of all the dues to the AEPC from the payment receivable by me. Further I may also be barred / blacklisted from tendering in future for the AEPC.

I / we agree to keep our tender open for **6 months** from the date of opening of the **Envelope-II** i. e. **(Technical bid)**.

I / we enclose herewith the completed tender documents (Envelope-1, II, III) duly signed in the **Envelope - 4**.

Yours truly,

(Signature)
Name & Designation

[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]

Place: _____

Date: _____

F. No. AEPC/HO/AHM/72-III/2018

FINANCIAL BID - CONSOLIDATED

S. No	Particular	Total amount Including Tax
1	Financial Bid for Electrical Work	
2	Grand Total (in Rs.)	

Rupees _____

Note:

1. The lowest bidder (L-1) will be considered for award of contract though not binding.
2. The agency with unsatisfactory Record during previous contracts shall not be considered for award of contract in any case.
3. The Tenders with Overwriting / Erasing shall not be considered and out rightly rejected.

Financial Bid - Purchase of Lightings, Split AC and Electrical Work

S. No	Particular	Qty	Make	Unit Amount (without tax)	Unit Tax	Total amount
1	PAR Lamp of 70W to be replaced with suitable LED	125				
2	Metal Halide Lamp of 120W to be replaced with suitable LED	60				
3	Wall Light of 36W to be replaced with suitable LED	35				
4	Foot light of 12W to be replaced with suitable LED	40				
5	Servicing of Lighting Console RGB 2000/2048	lumpsum	NA			
6	Servicing of House lights dimmer control (PP77D, 16A)	lumpsum	NA			
7	Electrical of MCB Console (XL 20-36)	lumpsum	NA			
8	Supply and Installation of 2 TR split AC for Green Room	04				
9	Nett Amount					
10	Installation (if any)	lumpsum				
11	Miscellaneous charges (if any)					
12	Grand Total					

Note: All lights replaced with LEDs should be compatible with the existing dimmer control console or suitable arrangements be made to ensure proper operation of lighting dimmer console with the new LEDs. No additional payment will be made for the arrangement of the same. It would be the responsibility of the bidder to inspect the requirement and install the supplied equipments and ensure smooth operation of the lighting requirements. All LED items should have a warranty of minimum 02 years and all other works shall have a warranty of one year. All other clauses of Defect Liability shall stand till the warranty period