

# GOVERNMENT OF PUNJAB

## TENDER DOCUMENT

FOR

OPERATION AND PREVENTIVE MAINTENANCE  
OF ELECTRICAL SYSTEMS AND EQUIPMENT IN  
THE FOREST COMPLEX, SECTOR – 68, S.A.S  
NAGAR, MOHALI , PUNJAB.

Department of Forests & Wildlife Preservation  
O/o Additional Principal Chief Conservator of Forests (Dev.), Punjab  
Quiet Office No. 9, Sector 40-B, Chandigarh.  
Tel.: 0172-2626173, 2636990, 5058117-118  
email:apccfpb@gmail.com

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# PUNJAB FOREST DEPARTMENT

## TENDER NOTICE FOR OPERATION/ PREVENTIVE MAINTENANCE OF ALL ELECTRICAL SYSTEMS & EQUIPMENT IN UPCOMING FOREST COMPLEX, SECTOR 68, MOHALI

Punjab Forest Department invites responses from experienced and well qualified firms for providing the following services in the upcoming Forest Complex at Mohali for a period of one year:

Operation/ Preventive Maintenance of all the Electrical Systems, Equipment and Services in HT and LT side including Transformers, HT Breakers, Ring Main Unit, Main and Sub-Main Panels, 3 x 500 KW DG Sets, Servos, complete HVAC System for the centrally Air-Conditioned Complex, Distribution Boards, Fire Fighting System, AHU's, Luminaries, Pumps, Motors etc. including fault repairing, bill collection/ payment to PSEB, preventive maintenance of all equipment as per respective manufacturers prescriptions, metering, maintenance of all logs etc.

The Tender document can be collected from 19.03.2010 to 05.04.2010 from this office or downloaded from Punjab Government website [www.punjabgovt.nic.in/govttender.htm](http://www.punjabgovt.nic.in/govttender.htm). EMD for participation in the Tender is Rs.50000/- (Fifty Thousand Only).

The Tender will close at 1430 hours on 06.04.2010 and all Bids are to be deposited in this office prior to this date/ time. Incomplete Bids, Bids received after closing of the Tender or Bids not accompanied by prescribed EMD will be rejected outright.

Tender will be in 2 stages – i.e. Technical and Commercial Bids. The Commercial Bids of only those firms will be opened whose Technical Bids are found to be "Responsive". Technical Bids will be opened at 1500 hours on 06.04.2010 in this office.

Additional Principal Chief Conservator of Forests (Dev),  
Punjab & Chairman Forest Complex Committee,  
Quiet Office No.9, Sector 40-B, Chandigarh.  
Telefax : 0172-2626173, 2636990,  
Tel: 0172-5058117-118  
email : [apccfpb@gmail.com](mailto:apccfpb@gmail.com)

Additional Principal Chief Conservator of Forests, (Dev) Punjab  
& Chairman Forest Complex Construction Committee  
Quiet Office No 9, Sector 40 B Chandigarh  
Ph. 0172- 2626173; 2636990.  
Email: [apccfpb@gmail.com](mailto:apccfpb@gmail.com)

NOTICE INVITING TENDER

To,

M/s -----  
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Sub: Tender for the operation and preventive maintenance of Electrical systems and equipment in the Forest Complex, Sector 68 Mohali.

1. TENDER DETAILS

1.1 Sealed Tenders are invited by the Additional Principal Chief Conservator of Forests, (Dev) Punjab & Chairman Forest Complex Construction Committee, Quiet Office No 9, Sector 40 B Chandigarh (hereinafter called "The Employer") for engaging the services of a reputed firm with requisite experience and financial/ infrastructural capabilities for operation and maintenance of all Electrical systems and equipment in the Forest Complex, Sector 68 Mohali for a period of one year.

1.2 Salient features and relevant details of the Tender are as under:-

1.2.1	Scope of Work	Operation and preventive / periodic maintenance (which is not covered under warranties) of: i) All Electrical systems, equipment and services in HT and LT side including Transformers, HT Breakers, Ring Main Unit, Main and Sub-Main Panels, DG sets, Servos, complete HVAC system, UPS system, Distribution Boards, Fire Fighting System, Luminaries, Metering, wiring and cabling, motors, pumps etc. SLD of the Electrical System is provided with the Tender Document for guidance and information. However, the same is only indicative and does not define the full scope of the work; ii) Complete HVAC system including Chillers, Heaters, Hydronic cassettes, Cooling Towers, Panels, AHU's, Pumps, motors, piping etc; iii) Operation and maintenance of 3 DG sets (500 KVA each)
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		<p>including Diesel stocking, filling and management;</p> <p>iv) Pumps and other equipment for water supply system in the Complex (firefighting, cooling towers, irrigation, toilets and other uses);</p> <p>v) Fault reporting to PSEB / Department and repair of all electrical systems and equipment not covered under specific warranties including but not limited to earthings, replacement of chokes, CFL lights, (materials will be supplied or paid for by the Employer);</p> <p>vi) Maintenance of all logs and metering of electricity /diesel consumption; bill payments to PSEB; daily, weekly and monthly reporting of faults, consumptions and other specified parameters as per requirement and schedules prescribed by "The Employer";</p> <p>vii) Electricity Bill collection, payment and coordination / liaison with PSEB; coordination with all equipment suppliers and main civil contractor for the maintenance and repair work covered under their respective warranties;</p> <p>viii) 24 hour 365 days operation of all HT / LT electrically operated equipment and systems including load distribution from Panels, switching off and on DGs, Lights, (internal and external) Pumps etc as per requirement/ instructions of "The Employer";</p> <p>ix) Preventive / Periodic maintenance of all Electrically operated systems and equipment as per their respective manufacturer's prescriptions.</p> <p>x) Ensuring power supply to the Complex at all times as per requirement through PSEB supply or DG generation. No Power Failure will be accepted under any circumstances.</p> <p>xi) Taking all the main and sub-meter readings and maintenance of logs and record of the same; Preparation of Electricity Bills of Tenants based on actual consumption and pro-rata share of common services like HVAC, Outdoor lighting, Lifts, etc.</p> <p>xii) Breakdown maintenance services to be provided to cater to all eventualities.</p> <p>xiii) Any other electrical related operation or preventive maintenance service assigned by "The Employer";</p> <p>xiv) Trained and experienced Engineers, Foremen, Electricians, Technical Hands and Helpers are to be deployed as per Attachment-I for undertaking the above works. The appointed Firm must also have the complete range of tools and equipment for undertaking the assigned works.</p>
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1.2.2	Type of Tender	TWO BID SYSTEM - Technical and Commercial Bids to be submitted separately. EMD is to be enclosed with the Technical Bid.
1.2.3	Approximate value of Work (annualized estimated value)	Rs 25 lakhs.
1.2.4	Contract Period	One Year from date of award of Contract with further possible extensions on yearly basis up to maximum of three years subject to satisfactory completion of assignment and mutual agreement of both the parties.
1.2.5	Earnest Money Deposit	Rs. Fifty Thousand Only.
1.2.6	Mode/ Validity Of E.M.D	Demand Draft issued by a Scheduled Bank drawn in favour of Additional Principal Chief Conservator of Forest (Dev), Punjab, payable at Chandigarh / Mohali, valid for 180 days from the date of opening of the Bid.
1.2.7	Cost of Tender Document	Nil
1.2.8	Period/ Dates & Time of Issue of Tender document	Tender will be operative for a period of 1 year from the date of award to successful bidder. Tender documents are available during office hours from 19 <sup>th</sup> March, 2010 till 5 <sup>th</sup> April, 2010.
1.2.9	Pre Bid Meeting	A Pre-Bid meeting will be held at 1230 hrs on 01.04.2010 in the office of "The Employer" to reply to queries and clarify any points raised by the Bidders. Decisions taken in the Pre-Bid conference will be communicated immediately by email / courier. The Tender Document shall be considered modified in accordance with the decisions taken in the Pre Bid conference and communicated to the Bidders. Though attendance of the Pre Bid conference is not compulsory, Bidders are strongly advised to attend the same in their own interest.
1.2.10	Date & Time of Closure of Tender	1430 hrs on 06.04. 2010
1.2.11	Date & Time of Opening Of Tender	1500 hrs on 06.04.2010 at Quiet Office No 9, Sector 40 B, Chandigarh O/o Addl Principal Chief Conservator of Forests (Dev), Punjab.
1.2.12	Date & Time of opening of Commercial Bid	The Commercial bids of only those Bidders shall be opened who have submitted "Responsive" Technical Bids. The date and time of opening of the Commercial Bids will be communicated later.
1.2.13	Deposit of Tender Documents	Separate sealed envelopes containing the Technical and Financial bids are to be deposited in tender boxes in the office of "The Employer" before 1430 hours on 06.04.2010. EMD is to be enclosed with the Technical Bid.

1.2.14	Period of commencement of Work	Within 20 days of issue of letter of acceptance, or such later date as may be prescribed by "The Employer".
1.2.15	Valuation of Bids and award of contract	The Technical bids will be evaluated on the basis of the general credentials, relevant experience, turnover, works executed, Personnel, Performance Certificates, local presence etc of the Bidders. The Bids of only those Firms securing more than 70% marks in the Technical Evaluation will be considered as "Responsive" Technical Bids and the Commercial Bids of only such firms (whose Technical Bids have been adjudged "Responsive") will be opened. Final evaluation will be done by awarding 70% weightage to the Technical Bid and 30% to the Commercial bid. The Tender will be awarded to the Bidder with composite highest weighted aggregate marks in the Technical and Commercial bids. THE LOWEST FINANCIAL BID NEED NOT NECESSARILY BE AWARDED THE CONTRACT.
1.2.16	Arbitration	The PCCF Punjab will be the sole Arbitrator in respect of all matters pertaining to the Tender and his decisions will be final and binding on all parties.

## 2 Instructions to Bidders

2.1 The tender documents (non Transferable) can be obtained from 19.03.2010 to 05.04.2010 from the office of "THE EMPLOYER" – Additional Principal Chief Conservator of Forests (Dev), Punjab, Quiet Office No 9, Sector 40 B, Chandigarh.

2.2 Eligibility Criteria: The participating firms must fulfill the following eligibility criteria:

- i) The Firm/ Company should be duly registered with the Registrar of Firms/ Companies etc.
- ii) Should have undertaken similar works of at least Rs 100 lacs total value in the last 3 years. (Documentary proof in the form of satisfactory completion certificates from clients and/ or copies of work orders are to be enclosed).
- iii) Should have well qualified and experienced Engineers, Supervisors and other Technical hands who are capable of handling the entire scope of work of this Tender professionally and competently. The numbers, qualifications, experience and areas of specialization of the entire team to be engaged on this Project should fully meet the criteria prescribed in Attachment-I.
- iv) The firm should be registered under the ESI act (Certified copy of Registration to be attached).
- v) The Firm should possess Service Tax registration (Certified copy to be attached).
- vi) The Firm should be licensed by the Labour Commissioner for contracting labour under Contract Labour Act (Certified copy to be attached).
- vii) The firm should submit certificate that up to date Income Tax returns have been filed with the appropriate authorities along with certified copy of the latest return.
- viii) Provident fund A/C No. allotted by PF Commission should be attached.

2.3 Bids should be complete, covering the entire scope of work and conform to all the conditions laid down in the tender documents failing which they are liable to be summarily rejected without further information to the bidder.

2.4 No joint ventures/consortiums are allowed in the tender.

2.5 Two stage Tender

2.5.1 The Tender is in two stages:

- a) Technical Bid: Containing details of general nature and other particulars / information asked for in the tender. EMD is to be enclosed in the envelope containing the Technical Bid. The Technical Bid is to be prepared as per Annexure-A (including appendices thereto).
- b) Commercial Bid: Containing Schedule of rates duly filled, signed and stamped. The Commercial Bid is to be prepared as per Annexure-B.

The above two envelopes should be separately sealed and superscripted as "Envelope No. 1- Technical Bid" and "Envelope No. 2-Commercial Bid" and enclosed in a larger Envelope superscripted as "Techno-commercial Bid for Tender for Electrical services for the Forest Complex" addressed to Addl Principal Chief Conservator of Forests (Dev), Punjab, Quiet Office No 9 Sector 40 B, Chandigarh.

2.5.2 The Technical bids will be evaluated on the basis of the general credentials; relevant experience; turnover; works executed; number, qualifications and experience of Personnel; References/ Performance certificates and Local presence of the Bidders. The Bids of only those Firms securing more than 70% marks in the Technical Bids will be considered "Responsive". The Commercial bids of only those Firms who have deposited the requisite EMD and submitted complete and "Responsive" Technical Bids shall be opened in the office of "The Employer" on the notified time and date in the presence of the qualified bidders or their duly nominated representatives. The Commercial Bids of Firms who have not deposited the EMD or whose Technical Bids are either incomplete or not found to be "Responsive" shall be returned unopened to them along with their E.M.D.

2.5.3 The composite evaluation of the Bids found to be Technically "Responsive" will be done by assigning 70% weightage to the Technical Bids and 30% weightage to the Financial Bids. The contract will be awarded to the Firm which has the highest weighted aggregate marks in the Technical and Financial Bids. It should be clearly noted that the contract need not necessarily be awarded to the Firm which has submitted the financially lowest "Responsive" Bid.

2.6 No price should be mentioned anywhere in the Technical Bid otherwise the bid is liable to be rejected forthwith.

2.7 Non fulfillment of any of the prescribed "Eligibility Criteria" and / or any deviation from the Terms and Conditions of the Tender as also conditional offers shall constitute sufficient and valid grounds for the rejection of the Bid.

2.8. The tender form should be legibly written or typed. The Financial Bid should be written in words as well as figures and duly signed by the Bidder with the official Seal of Agency/Firm.

2.9 Each Bidder can submit only one tender.

2.10 The Tender documents should be signed by the authorized signatory of the organization on each page and the pages should also be serially numbered. Failure to comply with this condition will be treated as non fulfillment of the tender conditions and the bid is liable to be summarily rejected on this ground.

### 3. SCOPE OF WORK

3.1. All the Electrical systems and equipment installed in the Forest Complex carry their respective manufacturer's warranties but their operation and preventive maintenance (as per schedules provided by the manufacturers) is the responsibility of the Forest Department. The Scope of Work under this Tender is, therefore, for the operation and preventive maintenance of all the electrical systems and equipment (both HT and LT side) installed in the Forest Complex for 24 x 365 days. The scope of work includes, but is not limited to, the operation and preventive maintenance of the following:

- i) All Electrical systems, equipment and services in HT and LT side including Transformers, HT Breakers, Ring Main Unit, Main and Sub-Main Panels, DG sets, Servos, complete HVAC system, UPS system, Distribution Boards, Fire Fighting System, Luminaries, Metering, wiring and cabling, motors, pumps etc. SLD of the Electrical System is provided with the Tender Document. However, the same is only indicative and does not define the full scope of work.
- ii) Complete HVAC system including Chillers, Heaters, Hydronic cassettes, Cooling Towers, Panels, AHU's, Pumps, motors, piping etc;
- iii) Operation and maintenance of 3 DG sets (500 KVA each) including Diesel stocking, filling and management;
- iv) Pumps and other equipment for water supply system in the Complex (firefighting, cooling towers, irrigation, toilets and other uses);
- v) Fault reporting to PSEB / Department and repair of all electrical systems and equipment not covered under specific warranties including but not limited to earthings, replacement of chokes, CFL lights, UPS discharge test;
- vi) Maintenance of all logs and metering of electricity /diesel consumption; bill payments to PSEB; daily, weekly and monthly reporting of faults, consumptions and other specified parameters as per the requirement and schedule prescribed by "The Employer";
- vii) Electricity Bill collection and coordination / liaison with PSEB; coordination with all equipment suppliers and main civil contractor for the maintenance and repair work covered under their respective warranties;
- viii) 24 hours, 365 days operation of all HT / LT electrically operated equipment and systems including load distribution from Panels, switching off and on DGs, Lights (Internal & External), Pumps etc as per requirement and instruction of "The Employer".
- ix) Preventive / Periodic maintenance of all electrically operated systems and equipment as per their respective manufacturer's prescriptions.
- x) Ensuring power supply to the Complex at all times as per requirement through PSEB supply or DG generation. No Power Failure will be accepted under any circumstances.
- xi) Taking all the main and sub-meter readings and maintenance of logs and record of the same; Preparation of Electricity Bills of Tenants based on actual consumption and pro-rata share of common electricity based services like HVAC, campus lighting, water supply, Lifts, etc.
- xii) Breakdown maintenance services to be provided to cater to all eventualities.
- xiii) Any other electrical related operation or preventive maintenance service assigned by "The Employer".

xiv) Trained and experienced Engineers, Foremen, Electricians, Technical Hands and Helpers are to be deployed as per Attachment-I for undertaking the above works/ services. The appointed Firm must also have the complete range of tools and equipment for undertaking the assigned works.

3.2. Timely availability of the designated personnel, material and machinery at site shall be the sole responsibility of the contractor and in the event of any default on this account, "The Employer" reserves the right to get the work done on "Risk Purchase" or any other basis deemed appropriate. The expenditure incurred thereon shall be deducted from the payments due to the contractor and/ or security deposit along with penalty as deemed fit by "The Employer".

3.3 The contractor shall take all necessary steps to ensure that Departmental staff, tenants and the public are not put to any inconvenience due to works undertaken by his staff and there is no safety hazard at any time on account of such works.

3.4. All works are to be undertaken in accordance with the highest standards of quality and safety prescribed under relevant codes, rules and sound engineering practices prescribed by the relevant authorities. All personnel engaged by the Contractor must be properly uniformed and carry Identity Cards issued by "The Employer" at all times when they are on duty.

3.5 The contractor or his employees will not be allowed to take any item out of the Forest Complex premises without the explicit written permission of "The Employer" or his authorized representative.

3.6. If any employee of the contractor misbehaves with any official of the Forest Department / Public or commits any other misconduct or suffers from any serious communicable disease, the Contractor shall replace him immediately. In case "The Employer" desires the removal of any employee on account of misconduct, unprofessional behavior or other reason, the Contractor will so remove such employee(s) forthwith.

3.7 The Engineer-in-charge will be present at site during office hours whereas a senior Supervisor will be present and in-charge of all services on holidays and non-office hours. They will report to the officer / authority designated by "The Employer".

3.8 The Engineer-in-charge will present an end of day status report on all important developments, faults etc as per Proforma supplied by "The Employer".

## 4. THE BID DOCUMENT

### 4.0 CONTENT OF BIDDING DOCUMENTS

4.1 The services required, bidding procedures and other relevant information are described in the bidding document. In addition to the Invitation for Bids, the Tender documents include:

Attachment-I : Category-wise details of personnel to be deployed for the Contract.

Attachment-II : Tender Document Acknowledgement Proforma

Attachment-III : Tender submission proforma.

Attachment-IV : Tender submission Agreement proforma.

Attachment-V : Proforma of Authorization Letter for attending Tender opening.

Annexure-A : Proforma for submission of Technical Bid.

Annexure-B : Proforma for submission of Commercial Bid.

Single Line Diagram (SLD) of the Electrical Systems has also been provided with the Tender Document.

The contractor is expected to carefully study and comply with all the instructions and requirements enlisted in the Tender. Failure to furnish the prescribed information will be at the contractor's risk. Tenders not complying with tender conditions may be rejected without seeking any clarifications.

## 5. PREPARATION, SUBMISSION, EVALUATION OF BIDS AND AWARD OF CONTRACT

5.1 The bid prepared by the contractor and all correspondence and documents relating to the bid exchanged between the Contractor and the Forest Department shall be in English language. Supporting documents and printed literature furnished by the Contractor may be in any other language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bids shall be submitted in the prescribed bid proforma. The prescribed proformas at Attachments-II to V and Annexures-A and B (along with appendices thereto) duly filled in and signed should be returned intact.

5.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively and should be duly signed. In such cases reference to the additional page (s) must be made in the bid.

5.4 The bid proforma referred to above, if not returned or if returned incomplete will render the bid liable to rejection.

5.5 The Bidders are advised in their own interest to ensure that all the requirements of the Tender Document are complied with in their bid failing which the offer is liable to be rejected.

5.6 The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Attachments/ Annexures/ Appendices. The same must be complete and free from ambiguity, change or interlineations.

5.7 The Bidders should provide full postal/fax addresses alongwith landline and mobile phone number (s) and email ID. Correspondence mailed to the ID provided will be taken as received by the Bidders for all intents and purposes.

5.8 The Bidders shall clearly indicate the legal constitution of their firm and the person signing the bid shall state his capacity and legal authorization to sign on behalf of the Company. "The Employer" may reject outright any bid not supported by adequate proof of the signatory's authority. In the case of a Firm or Company, the Bids landline and mobile phone.

5.9 The Bidder shall have to accept all the terms and conditions as laid down in the bidding document in toto.

5.10 Any interlineations, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid. Conditional Bids will not be accepted.

5.11 The complete bid including the prices must be written by the Bidders in indelible ink. Bids and or prices written in pencil will be rejected.

5.12 The Bidders are advised in their own interest to inspect the Forest Complex site before submitting their respective bids for this Tender.

5.15 Prices quoted by the Bidders shall be valid and constant during the period of the contract and will not be subject to any variation on any account.

#### 5.16 TAX LIABILITY

The contractor will have to bear all Tax liabilities in respect of his firm as also for the personnel deployed by him.

#### 5.17 PERIOD OF VALIDITY OF BIDS

The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as Bid validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, "The Employer" may request the Bidder for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed to thereof.

#### 5.18 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY/EMAIL BIDS:

Telex/Telegraphic/ Telefax/ Xerox/Photocopy/ email bids will not be considered.

#### 5.19 DEADLINE FOR SUBMISSION OF BIDS

The Bid must be submitted at the address specified in Invitation for Bids not later than 1430 hours on 06.04.2010. Offers sent by hand should be put in the Tender Boxes in the office of "The Employer" prior to Bid closure. All outstation Bids , if sent by post, should be sent under registered cover so as to reach the office of "The Employer" prior to Bid closure date and time. "The Employer" will not be responsible for any postal or other delays including those caused by any natural or other causes.

#### 5.20 LATE BIDS

Contractors are advised in their own interest to ensure that their Bids reach the specified office well before the closing date and time of the bid. Any bid received after the dead line for submission of bid will be rejected and returned unopened.

#### 5.21 OPENING OF BIDS

The Technical bid will be opened at 1500 hours on 06.04.2010. "The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Attachment-V hereto must be forwarded to this office along with the bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening day of bid, the next

working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

The Commercial Bid of the Bidders whose Technical Bids have been evaluated and found to be "Responsive" will be opened on subsequent date which will be separately communicated to the successful Bidders.

#### 5.22 UNSOLICITED POST TENDER MODIFICATIONS:

Unsolicited post-tender modification(s) will lead to rejection of the Bid.

#### 5.23 PRE BID MEETING/CONTACTING FOREST DEPARTMENT AUTHORITIES

Pre Bid meeting shall be held in the Office of Additional Principal Chief Conservator of Forests (Dev) Quiet Office No.9, Sector 40-B, Chandigarh at 1230 hours on 01.04.2010 to clarify any doubts or issues. Decisions taken in the Pre-Bid meeting will be considered to be part of the Tender Document for all intents and purposes. Though attendance of the Pre-Bid meeting is not compulsory, Bidders are strongly advised to attend in their own interest.

5.24 Any clarification can be obtained from the office of "The Employer" during working hours on working days upto 01.04.2010. Clarification can also be sought through email from [apccfpb@gmail.com](mailto:apccfpb@gmail.com).

#### 5.25 EXAMINATION AND EVALUATION OF BID

Examination and Evaluation of bids will be done by "The Employer" through a Departmental Committee. The Committee will inter lia, check if the EMD has been deposited and the Bidder meets all the Eligibility Criteria. The Committee will also examine and check the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid to the bidding documents. Bids which are found to be in order will, thereafter, be evaluated in the manner and procedure outlined in sections 2.5.2 and 2.5.3 above.

#### 5.26 CRITERIA FOR THE AWARD OF CONTRACT

19.1 Contract will be awarded to successful bidder based on composite evaluation of Technical and Commercial Bid as described in Section 2.5.2 and 2.5.3 above.

#### 5.27 "THE EMPLOYER" RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

"The Employer" reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the

ground for its actions and decisions. "The Employer" also reserves to itself the right to accept any bid in part or split the order between two or more contractors.

#### 5.28 NOTIFICATION OF AWARD (NOA)

Prior to the expiration of the period of bid validity, "The Employer" will notify the successful contractor in writing that its bid has been accepted. The successful contractor will, within a period of 7 days, furnish Security Deposit of Rs.5 lacs in the form of an unconditional Bank Guarantee (valid for the period of contract) in favour of "The Employer" against any loss/damage which may occur to the Employer on account of negligence or default on the part of the contractor or his employees during the period of contract. Upon furnishing of the Security Deposit and signing the Contract Agreement, by the successful contractor, "The Employer" will promptly notify each Bidder and discharge their bid securities.

#### 5.29 MOBILISATION PERIOD

The successful contractor shall be required to mobilize for commencement of services at the specified location within a maximum of 20 days from the date of Notification of award, failing which penalty may be imposed @ 0.5% of the contract value per day's delay.

#### 5.30 SIGNING OF CONTRACT

The successful contractor is required to sign a formal detailed Contract Agreement with "The Employer" within a maximum period of 10 days of date of Notification of award.

#### 5.31 ARBITRATION

The Principal Chief Conservator of Forests, Punjab will be the sole arbitrator under this Tender/ Contract and his decision(s) will be final and binding on all parties.

## 6. SPECIAL CONDITIONS

### 6.0 COMPLIANCE OF LABOUR LAWS:

6.1. The Contractor shall at his own cost comply with the provisions of all relevant labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts / Rules include but are not limited to the following:

- a) The Minimum Wages Act, 1948 and rules / orders issued thereunder from time to time.
- b) The Workmen's Compensation Act, 1923 and Rules, orders and Notifications issued thereunder from time to time.
- c) The Payment of Gratuity Act, 1972 and rules, orders and Notifications issued thereunder from time to time.
- d) The Payment of Bonus Act, 1965 and Rules, orders and Notifications issued thereunder from time to time.
- e) The Payment of Wages Act, 1936 and Rules, orders and Notifications issued thereunder from time to time.
- f) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued thereunder from time to time.
- g) The Employees State Insurance Act, 1948 and Rules, orders and Notifications issued thereunder from time to time.
- h) The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 and Central Rules framed thereunder.
- i) All other Acts/Rules/Bye-Laws; orders notifications, etc., present or future which may be applicable to the contractor from time to time for performing the contracted job.

6.2 All employees of the Contractor shall solely be the employees of the Contractor. The Punjab Forest Department will not incur any liability to absorb such employees at any point of time nor can they claim any right for any kind of temporary or permanent employment in the Punjab Forest Department at any stage.

6.3 The contractor shall have a valid license obtained from Licensing Authority under the Contract labour (Regulation & Abolition) Act, 1970.

6.4 The contractor shall submit the EPF code number obtained from the authorities concerned under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

6.5 The contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall inter alia include the following:

- i. Muster Roll;
- ii. Register of Wages;
- iii. Register of Deductions;
- iv. Register of Fines;
- v. Wage Slip;

vi. Register of Advances.

6.6 The contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act, etc.

6.7 The contractor shall not engage/employ persons below the age of 18 years on any work relating to this contract.

6.8 The contractor shall issue appointment letters to the persons engaged by him under this contract, a copy of which should be submitted to "The Employer" for record.

6.9 The contractor shall get the character and antecedents of the persons engaged by him verified from the concerned police station and produce a certificate in this regard to "The Employer". He will also obtain entry passes from "The Employer" for all persons deployed by him.

6.10 The Contractor shall pay wages directly to his workmen and shall also ensure that the same are paid regularly and in full without any unwarranted delays.

6.11 The contractor shall provide and pay for the proper insurance coverage (in the form of suitable Group Insurance Scheme) to all the workmen engaged in the execution of this contract. "The Employer" shall not be responsible for payment of any insurance claim in case of any accident or mishap including death and all such liability will vest solely on the Contractor.

6.12 The contractor shall deploy adequate number of workforce for execution of the work under the contract regulating their working hours and weekly off as per statutory limits. The contractor shall be responsible for payment of overtime wages to his workmen, in case they are required to work beyond the prescribed hours under law.

6.13 The personnel deployed by the contractor for the job should be medically fit.

7 PAYMENT PROCEDURE:

7.1 The contractor shall submit monthly bills to "The Employer" on the 5<sup>th</sup> of each month with the following documents for verification and payment:

- i) Proof of deposition of statutory levies like EPF / ESI etc. (with a list of individual names and amount deposited in their accounts).
- ii) Proof of payment to his personnel for the jobs completed during the previous month.
- iii) Consolidated monthly performance report duly signed by an officer to be nominated by "The Employer".

7.2 Income Tax and any other applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of the relevant Acts.



BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated: .....

Additional Principal Chief Conservator of Forests (Dev), Punjab,  
Quiet Office No.9, Sector 40-B,  
Chandigarh - 160036.

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of 5 Attachments and 2 Annexures (along with Appendices thereto) enclosed with the "Invitation for Bid" pertaining to providing operation/ preventive maintenance of Electrical Services for a period of one year for the Forest Complex, Mohali.

We have noted that the closing date for receipt of the tender by Forest Department is on 6<sup>th</sup> April, 2010 at 1430 hours (IST) and the Technical Bids will be opened on 6<sup>th</sup> April, 2010 at 1500 hours on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of Forest Department and that the said documents are to be used only for the purpose intended by Forest Department, Punjab.

Our address for further correspondence on this tender will be as under:

Postal Address:

Telephone No:

FAX No:

Email:

Name and Mobile No. of the Contact person:

Yours faithfully,

(BIDDER)

Address and Seal

Note: This form should be returned and enclosed with the Technical Bid.

BID SUBMISSION PROFORMA

Tender No.....

Additional Principal Chief Conservator of Forests (Dev), Punjab,  
Quiet Office No.9, Sector 40-B,  
Chandigarh - 160036.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till 18.09.2010.
2. I/We have understood and complied with the "Instructions to Bidders" and accept all the General Terms and Condition of the Tender for providing services. I/We have also thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern and am/are fully aware of the nature of the service required and my /our offer is to provide services strictly in accordance with the requirements.
3. Bid submission Agreement as per proforma at Attachment-IV has been duly signed and submitted herewith.
4. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature of Bidder  
Address and  
Company Seal

Dated

Note: This form should be returned and enclosed with the Technical Bid.

BID SUBMISSION AGREEMENT

No.....

Dated.....

To,

Additional Principal Chief Conservator of Forests (Dev), Punjab,  
Quiet Office No.9, Sector 40-B,  
Chandigarh - 160036.

Punjab Forest Department and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for validity period AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by Additional Principal Chief Conservator of Forests (Dev). The consideration for this separate initial contract preceding the main contract is that Additional Principal Chief Conservator of Forests (Dev) is not agreeable to provide the NIT to the tenderer and to consider the bid to be made except on the condition that the bid shall be kept open for validity period after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with Additional Principal Chief Conservator of Forests (Dev) promises to consider the bid on this condition and agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, Additional Principal Chief Conservator of Forests (Dev) shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Authorized Signatory  
(BIDDER)  
Address & Seal

Authorized Signatory  
(Punjab Forest Department)

(One copy of this agreement duly signed must be returned and enclosed with the Technical Bid)

AUTHORIZATION LETTER FOR ATTENDING TECHNICAL/COMMERCIAL TENDER OPENING

No.

Date\_\_\_\_\_

Additional Principal Chief Conservator of Forests (Dev), Punjab,  
Quiet Office No.9, Sector 40-B,  
Chandigarh - 160036.

Subject: Tender for Operation/ Preventive Maintenance of Forest Complex, Mohali due on  
06.04.2010.

Sir,

Mr/Ms..... has been authorized to be present at the time of opening of above  
(technical and commercial ) tender due on 06.04.2010 at 1500 hours.

On my/our behalf.

Yours Faithfully

Signature/Stamp of Contractor

Copy to: Mr/Ms..... for information and for production before  
the.....at the time of opening of bid

(This form must be returned and enclosed with the Technical Bid)

## TECHNICAL BID

(To be placed along with attached Appendices I to VI in separate envelope superscripted  
"Envelope No.1 – Technical Bid"

The Technical Bid is to be submitted in the enclosed Appendices I to VI. All submissions must be supported with documentary evidence. Submission of any information subsequently found to be incorrect or false at any stage can result in the forthwith rejection of the Bid/ cancellation of award of the contract.

If any extra sheets are required for providing the required information, same must be serially numbered with each Appendix and each page of the additional sheet must be signed and stamped with the Company Seal.

Bidders are advised in their own interest to furnish full particulars and details of all the information sought in attached Appendices I to VI as the Technical Evaluation will be done on the basis of the same.

APPENDICE-I TO TECHNICAL BID

General Information and Credentials

1. Name of Firm:
  
2. Postal Address, Telephone Numbers and email address:
  
3. Year of Establishment of Firm:
  
4. Contact Person (name, designation, address and mobile number):
  
5. Type of Firm (Sole Proprietorship, Partnership, Pvt. Ltd., Public Ltd etc):
  
6. Address of Head Office:
  
7. Address of nearest Branch office to Mohali:
  
8. Name/ Address of Proprietor/ Senior Partner/ CEO/ MD:

APPENDICE-II TO TECHNICAL BID

Documentary Proof of Eligibility

Certified copies of the following documents should be attached in respect of Eligibility Criteria:

- i) Registration with Registrar of Firms/ Companies;
- ii) Proof of having undertaking similar works of at least Rs.100 lacs (cumulative) during last 3 years;
- iii) Certified copy of Registration under ESI Act;
- iv) Service Tax Registration Number;
- v) License under Contract Labour Act;
- vi) Provident Fund Account Number allotted by PF Commission;
- vii) Income Tax Returns of last 3 years along with latest Income Tax Clearance Certificate.

APPENDICE-III TO TECHNICAL BID

Turnover

Annual Turnover of the Firm for last 5 years:

<u>S.No.</u>	<u>Year</u>	<u>(Rs. in lacs)</u>
1.	2004-05	
2.	2005-06	
3.	2006-07	
4.	2007-08	
5.	2008-09	

- Note: 1) Balance Sheets should be attached in support of above.
- 2) Also attach Income Tax Returns for last 3 years along with latest Income Tax Clearance Certificate.

APPENDICE-IV TO TECHNICAL BID

Similar Works executed during last 5 years and Performance Certificates

Certified copies of the following documents should be attached:

A) Similar Works Executed during last 5 years:

S.No.	Name/ Address/ Location of Work Site	Period (Year)	Details of work	Value (Rs.in lacs)
1.				
2.				
3.				
4.				
5.				

Note:

- 1) Cumulative value of similar works undertaken during last 3 years must not be less than Rs.100 lacs.
- 2) Copies of above work orders must be attached.

B) Performance Certificates/ Satisfactory Completion Reports during last 5 years:

Certified copies of satisfactory completion reports/ Performance Certificates of similar works undertaken during last 5 years should be attached.

APPENDICE-V TO TECHNICAL BID

Details of personnel

The details of regular, full-time personnel/ staff in the employment of the Bidder should be provided in the following proforma:

Category		Name	Qualification	Experience (Years)
Engineers	1.			
	2.			
	3.			
Diploma Holders	1.			
	2.			
	3.			
Supervisors/ Foremen	1.			
	2.			
	3.			
Other Technical Hands	1.			
	2.			
	3.			

The details of personnel/ staff to be outsourced by the Bidder for the present assignment should be provided as under:

Category		Name	Qualification	Experience (years)
Engineers	1.			
	2.			
	3.			
Diploma Holders	1.			
	2.			
	3.			
Supervisors/ Foremen	1.			
	2.			
	3.			
Other Technical Hands	1.			
	2.			
	3.			

## APPENDICE-VI TO TECHNICAL BID

### Local Office

Documentary proof of having a local office in Mohali/ Chandigarh Panchkula area should be attached. The details of staff available in the local office should also be provided.

Firms not having local office in the area must explain how they propose to undertake the assignment if awarded to them.

COMMERCIAL BID

(TO BE PLACED IN SEPARATE ENVELOPE SUPERSCRIPED ENVELOPE NO.2 –  
COMMERCIAL BID)

FOR

OPERATION FOR OPERATION/ PREVENTIVE MAINTENANCE

OF ALL ELECTRICAL SYSTEMS & EQUIPMENT

IN THE

FOREST COMPLEX, SECTOR-68, MOHALI FOR 24 X 365 DAYS

1. The contractor is to quote the rate per month in INR up to two decimals. Rates are to be quoted in figures and words for the full scope of work specified in the NIT.
2. No overwriting/cutting is allowed.
3. Rates are to be quoted inclusive of all taxes including Supervision but exclusive of Service Tax, if applicable.
4. Rate quoted (Rs. per annum):

We certify and undertake that the prices quoted will remain valid and constant for the period of the contract and will not be subject to any variation on any account.

Signature of Contractor

Date

Seal of Contractor