



DETAILS FOR PUBLISHING TENDER ON NIC PORTAL

| | | | |
|---|--|-------------------|-----------------------|
| Name of the Organization | Power Finance Corporation Limited | | |
| Type of Organization | Public Sector Undertaking | | |
| Tender Ref. No. | 02:12:207:I:2018:LED | | |
| Tender Title | Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi | | |
| Product Category | Maintenance works | | |
| Sub-Category | | | |
| Approx. Tender Value (In. Rs.) | Rs. 4.98 Lac (Considering 18% GST) | EMD : Rs. 10000 | Document Cost Rs. Nil |
| Tender Type | Limited | | |
| Location | New Delhi. | | |
| Document Download Date (from https://www.tcil-india-electronictender.com) | 17.05.2018 | From 10.00 hrs. | |
| Last Date of Sale of RFP (on https://www.tcil-india-electronictender.com) | 28.05.2018 | Up to 17.30 hrs. | |
| Last Date for Submission (on https://www.tcil-india-electronictender.com) | 29.05.2018 | Up to: 11:00 hrs. | |
| Opening Date & Time of Technical & Commercial Bids and Price bid of technically qualified bidders (on https://www.tcil-india-electronictender.com) | 29.05.2018 | At: 11:30 hrs. | |
| Work Description | | | |
| Pre-Qualification | | | |
| Tender Documents | Available on Website i.e. www.pfcindia.com , www.tenders.gov.in & Central Procurement Portal (CPP), www.tcil-india-electronictender.com | | |
| Bid Documents | Available on Website i.e. www.pfcindia.com & www.tenders.gov.in & Central Procurement Portal (CPP), www.tcil-india-electronictender.com | | |
| Sector | | | |
| State | New Delhi | | |
| For further information Contact : | | | |
| Name : | General Manager (E&BM) | | |
| E-mail : | | | |
| Phone Office | 011-23456000 | | |
| Address : | Power Finance Corporation Ltd. "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi-1 | | |



POWER FINANCE CORPORATION LIMITED
Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

Ref. No. 02:12:207:I:2018:LED

Date: **17.05.2018**

Sub : Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites e-Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi.

The following documents are enclosed which need to be uploaded duly signed in each and every page in token of acceptance along with Earnest Money Deposit of **Rs. 10,000 (Rs. Ten Thousand Only)**.

| S. N. | Description | | Pages |
|-------|---|---|-------|
| | Tender Documents | | |
| | Techno-commercial Bid | | |
| 1. | Invitation to Bid | | 4-6 |
| 2. | General Purchase Conditions (Section - GPC) | Annexure I | 7-23 |
| 3. | Instruction to Bidder (Section INB) | Annexure II | 24-30 |
| 4. | Information & Special Conditions (Section I&SC) | Annexure III | 31-34 |
| 5. | Technical Specification | Annexure IV | 35-37 |
| 6. | Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations) | Annexure V | 38-40 |
| 7. | i. Letter to be furnished by tenderer – Performa ii. Performa for Bank Guarantee for Contract Performance iii. Performa of bank Guarantee for Bid Guarantee | Appendix-I Appendix-II Appendix-III | 41-44 |
| | Price Bid | | |
| 8. | Format for Quoting Rates (Price Bid) | Annexure VI | 45-48 |
| 9. | Special Instructions to Bidders for e-Tendering | Appendix-IV | 49-53 |

The bidders are required to submit EMD i.e. **Rs 10000** in the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi. (Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document) or an irrevocable bank guarantee issued from any nationalized bank or reputed commercial bank in favour of Power Finance Corporation Ltd., New Delhi in the Performa enclosed as Appendix –III. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME shall be eligible for issue of tender document free of cost and exemption from payment of EMD. They are required to upload scanned copy of the certificates online and submit copy of the same along with the "PASS PHRASE" as a proof of such registration, for claiming the available exemptions.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to specify NIL categorically in Annexure V, Schedule 2&3. If the annexure are left blank or Non submission/ uploading of the then it will be considered as no deviation is requested and the bidder is accepting all the terms and conditions.



Earnest Money Deposit of **Rs. 10000**, e-Tender document Cost of Rs. Nil, **MSME/ NSIC certificate (if applicable) and PASS PHRASE created by Bidder** to be submitted in an envelope, which should be sealed and super scribed as “Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi”, - Due on **29.05.2018** at 11.00 A.M.” and addressed to:

General Manager (E&BM)
Power Finance Corporation Ltd. “Urjanidhi”,
1 Barakhamba Lane, Connaught Place, New Delhi – 110 001

Note :

Submission due Date & Time : 29.05.2018 , 11.00 AM

Opening Date & Time : 29.05.2018 , 11.30 AM

The above sealed envelope is to be dropped in the tender box, which is placed in the office premises of PFC (Near Reception) before the due date as mentioned above.

Thanking you,

Yours faithfully,
Sd/-

(R. K. Bharadwaj)
General Manager (E&BM)



“Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi”

**INVITATION TO BID (INB)
Reference Number: 02:12:207:I:2018:LED**



**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001**



POWER FINANCE CORPORATION LIMITED
“URJANIDHI”, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

Invitation to Bid

Ref. No. 02:12:207:I:2018:LED

Date: 17.05.2018

- 1.0 Item rate tenders are invited on behalf of the Power Finance Corporation Ltd. (PFCL) from empanelled Contractors, for Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi”.
2. The work is estimated to cost **Rs. 4.98 Lac (approx.) considering 18% GST**. This estimate, however, is given merely as a rough guide.
3. Bids shall be received up to **1100 hrs. on Technical, Commercial & Price bid of technically & commercially qualified Bids** shall be opened on the same day after 11.30 hrs (IST). PFC shall not be responsible for any postal delay in r/o EMD, bid cost & Pass Phrase etc. whatsoever. The time table for bid process is as follows:

| | |
|--|---|
| Issue of RFP (Internet) | 17.05.2018 from 10.00 hrs. |
| Date of commencement of sale of RFP (from https://www.tcil-india-electronictender.com) | 17.05.2018 from 10.00 hrs. |
| Last Date of Sale of RFP (on https://www.tcil-india-electronictender.com) | 28.05.2018 up to 17.30 hrs. |
| Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com) | 29.05.2018 upto 11.00 hrs |
| Date & Time of Opening of Technical & Commercial Bids & Price bid of technically qualified bidders | 29.05.2018 at 11:30 hrs |
| Place of submission of Bids | (https://www.tcil-india-electronictender.com) |
| Place of Opening of Bids | At PFC office through e-procurement |
| Address for communication | GM (E&BM) PFC, Urjanidhi, Barakhamba Lane, New Delhi – 110 001 Tel : 011-23456368, Fax : 011-23456000 Email : - |

However, bidders / tenderers will have to make offline payment of Rs **Nil in** the form of separate Banker’s Cheque in favor of “Power Finance Corporation Ltd.” payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/ banker’s cheque in original may please be forwarded to us **before the date of opening of technical bid** through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/ Banker's Cheque. Tender received without the tender cost i.e. Rs **Nil** or tender cost included with EMD will not be considered for any reasons. **Scanned copy of demand drafts to be uploaded** on the e-portal.

OFFICIAL TENDER DOCUMENTS HAVE TO BE PROCURED BY THE BIDDER ON HIS OWN NAME FROM [HTTPS://WWW.TCIL-INDIA-ELECTRONICTENDER.COM](https://www.tcil-india-electronictender.com) AFTER REGISTRATION ON THE ABOVE WEBSITE FOR PARTICIPATION IN THE TENDERING PROCESS BEFORE THE CLOSURE DATE OF SALE OF TENDER DOCUMENTS.

However, a free copy of tender documents is also available on above website as well as PFC website for **viewing purpose only**.



4.0 MINIMUM QUALIFYING REQUIREMENTS (ELIGIBILITY CRITERIA) OF BIDDERS

- 4.1 Tenders for the above mentioned work are invited from the agencies already empaneled with PFC for executing the works.
5. All Technical, Commercial Bids and Price Bids must be submitted at the <https://www/tcil-india-electronictender.com>. All bids must be accompanied by a bid guarantee (EMD) for an amount of **Rs 10,000/-** as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD) shall not be opened. Scanned copies of banker cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids and Price Bids of technically qualified bidders will be opened online on same date and time.
6. The time allowed to carry out the work will be **60 days** from the 7th day of written order to commence the work.
7. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Power Finance Corporation Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
9. The tender for the works shall remain open for acceptance for a period of **120** days (One Hundred & Twenty days) from the date of opening of tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable or the Contractor fails to commence the work, then the PFC shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.
10. This Invitation to bid shall form a part of the contract document. The successful Tenderer / Contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract.
11. The Request for Proposal and all the documents including Additional Conditions, Special Conditions, General & Specification if any etc. forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Note : The cost of the tender document in **no case** is to be included with EMD.

For & on behalf of the Chairman
Power Finance Corporation Limited
Sd/-
R. K. Bharadwaj
General Manager (E&BM)

Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi

**GENERAL PURCHASE CONDITION
(SECTIONS-GPC)
Annexure-I**

Reference Number: 02:12:207:I:2018:LED



**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001**



SECTION-GPC GENERAL PURCHASE CONDITION

1.0 DEFINITION OF TERMS

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of Undertaking) having its Corporate office at "Urjanidhi" 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer' / 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.
- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.



- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.



2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering at <https://www.tcil-india-electronictender.com>. If any brochures / specifications relating to items is required, in such case their scan copy to be uploaded in technical bids. Bids submitted online at above web site shall only be considered.

3.0 SIGNATURE OF BIDS

- 3.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 3.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 3.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

4.0 SEALING AND MARKING OF BIDS

- 4.1 The envelope containing banker's cheque/ demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected". The envelope should bear the name of Tender, the reference number, and the words "**DO NOT OPEN BEFORE 29.05.2018**".
- 4.2 If the outer envelope is not sealed and marked as per above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

5. DEADLINE FOR SUBMISSION OF BIDS

- 5.1 **Bids submitted by fax/telegram/ Hard copy (physical form) will not be accepted.** No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 5.2 Envelopes containing banker's cheque/demand draft on a/c of tender cost fee and EMD Bids and PASS PHRASE created by bidders must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 5.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



6.0 LATE BIDS

6.1 Any envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD and PASS PHRASE created by bidder received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

7.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

7.1 Each bid shall be accompanied by a Bid Guarantee amounting to **Rs. 10,000/-** in the form of bank draft/ Banker's Cheque in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank or an irrevocable bank guarantee issued form any nationalized bank or reputed commercial bank in favour of Power Finance Corporation Ltd., New Delhi in the Performa enclosed as Appendix –III.

7.2 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.

7.2.1 Bid Guarantee of the unsuccessful bidder shall be returned after the unconditional acceptance of the Purchase Order by the successful bidder.

7.2.2 The bid guarantee of the successful bidder shall be returned after the said bidder submits the contract performance guarantee in specified form and its acceptance.

7.2.3 The Bid Guarantee may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

(b) In the case of a successful Bidder if the Bidder fails:

(i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.

(ii) To furnish Contract Performance Guarantee in accordance with Clause **29.0**.

7.2.4 No interest will be payable by the owner on the above bid guarantee.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS

8.1 No bid may be modified subsequent to the deadline for submission of bids.

8.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

9.0 Language of Bid

9.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.



10.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 10.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 10.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 10.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 10.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 10.5 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

11 OPENING OF BIDS BY THE OWNER

- 11.1 The Bids shall be opened through e-tendering by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 11.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced during opening of bids.
- 11.3 No electronic recording devices will be permitted during bid opening.

12.0 CLARIFICATION OF BIDS

- 12.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.0 PRELIMINARY EXAMINATION

- 13.1 The Owner will examine 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.
- 13.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 13.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.



- 13.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.0 PRICE**
- 14.1 The Bidder shall quote Firm prices valid till the complete execution of the order.
- 14.2 The Bidder shall quote on FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 14.3 The Bidder shall quote, item wise, unit and lot prices for all the material and services (if any).
- 15.0 TAXES AND DUTIES**
- 15.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 15.2 All Customs duties, Excise Duties, GST, Labour Welfare Cess and other levies payable by the bidder on goods, equipment's, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 15.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 15.4 PFC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 15.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 15.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of



components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

16.0 INSURANCE

- 16.1 The bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the bidder shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
- 16.2 Any loss or damage to the equipment/material during handling, transportation till Sixty (60) days after the equipment/material under the contract reach Purchaser's warehouse shall be to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Purchaser's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the bidder of the above responsibilities during the period of Contract.
- 16.3 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

17.0 BID CURRENCIES

- 17.1 Prices shall be quoted in Indian Rupees (Rs) only.

18.0 PERIOD OF VALIDITY OF BIDS

- 18.1 Bids shall remain valid and open for acceptance for a period of 120 days after the date set for Bid opening.

19.0 BID OPENING – E- Procurement

- 19.1 If bid guarantee, tender cost fee, MSME/ NSIC certificate (if applicable) and PASS PHRASE not submitted by any bidder before the due date and time, then his bid shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete whether the requisite Bid Guarantees have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

20.0 PROCESS TO BE CONFIDENTIAL



20.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

21.0 CORRECTION OF ERRORS

21.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.

b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

21.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

22.0 TIME SCHEDULE

22.1 The time allowed to carry out the work will be 60 days from the 7th day of written order to commence the work.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents, pursuant to **Clause 14.0** above.

23.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

a) Making any corrections for errors pursuant to Clause 21.0

b) Excluding provisional sums

c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 13.

23.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.

23.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

23.5 GST, Labour Welfare Cess and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.\



- 23.6 Bid evaluation will be carried out based on total price quoted and award shall be made on the basis of least evaluated cost to the Purchaser.

24.0 AWARD CRITERIA

- 24.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 23 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

25.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1 The Purchaser reserves the right to accept or reject any e- Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.

26.0 NOTIFICATION OF AWARD

- 26.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.

- 26.2 The Notification of Award will constitute the formation of the Contract.

27.0 DELIVERY/SHIPMENT TERMS

- 27.1 All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

28.0 CONTRACT PERFORMANCE GUARANTEE (CPG) / SECURITY DEPOSIT (SD)

- 28.1 Once the contract is awarded, the successful bidder is requested to submit Contract Performance Guarantee within 15 days of the receipt of Notification of Award from the purchaser, for faithful performance of the contract, of value equal to 10% of the contract price in the form of Contract Performance Guarantee, Bank Guarantee provided **in Appendix-II**. The contract performance bank guarantee shall be kept valid for a period of 3 months after the date of expiry of contract.
- 28.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.
- 28.3 Failure of the successful bidder to comply with the requirements of Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.
- 28.4 The Contract performance Guarantee amount shall be payable to the Owner without any conditions whatsoever and these guarantee shall be irrevocable.
- 28.5 The Performance Guarantees shall cover additionally the following guarantee to the Owner:



- a) The successful bidder guarantees the successful and satisfactory completion of contract work under the Contract as per specification and documents.
 - b) The successful bidder further guarantees that the equipment's/ materials operated and maintained by him shall be free from all defects in workmanship and shall upon written notice from the Owner, fully remedy, free of expenses to the Owner such defects as developed under the normal use of the said equipment's and materials within the period of Warranty/Guarantee in the relevant clauses.
- 28.6 If the contractor fail to submit the CPG/SD for smaller maintenance/modernization works, than PFC shall deduct the same from the first bill submitted by the contractor.

29. LOCAL CONDITIONS

- 29.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

30.0 PAYMENT TERMS

30.1 Payments shall be made after completion of work as per the item rates finalized and removal of old material/scrape from the site. Part payment shall be released to the contractor depending on the work completed as decided by GM (E&BM). PFC shall make the payment through the E-banking system & details to release payment through the E-banking shall be provided by the successful bidder.

31.0 INSPECTION –CHECKING- TESTING

All materials/equipment's manufactured by the supplier himself and/or by his sub-vendor against the purchase order shall be subject to inspection, check and/or test by the purchaser or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

32.0 ACCESS TO SUPPLIERS PREMISES

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

33.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.



34.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

35.0 PACKING AND MARKING

- 35.1 All goods shall be securely packed in cases, bundles, crates etc. suitable for rail / road / sea / air transport. All exposed services / connections / protrusions shall be properly protected.
- 35.2 All exposed parts shall be packaged with due care and the packages should bear the words "WITH CARE". The packing of the goods to be transported by rail/road/sea shall be as per the conditions laid down by the appropriate authorities and the Vendor shall obtain clean railway/goods receipt/Bill of lading/Air way Bill in favour of the consignee without any qualifying remarks. All packages and unpackaged materials shall be marked on at least two places indicating the name of the Purchaser, Consignee, Purchase Order number, Gross and net weights and dimension with indelible paint in English, in case of bundles, metallic plates marked with the above details shall be tagged to such bundles.
- 35.3 All goods should be dispatched as per the relevant terms of the Purchase Order. In case any other mode of transport has to be resorted to other than that mentioned in the Purchaser Order, the same shall be done only after obtaining prior approval in writing from the Purchaser. All movements, sanctions, loading permission etc. from the Railway Authority shall be obtained by the Vendor.
- 35.4 The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by FAX/Telex/Telegrams to the consignee as specified in the Purchase Order. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payments for that consignment for want of documents and consequent demurrage, and warfare and detention charges etc.

36.0 WARRANTY / DEFECT LIABILITY PERIOD

The defect liability period is for a period of **24 months** from the date of completion of work for the supplied projectors. During this period the contractor has to attend to the problems if any observed and take corrective action to resolve the same at his own cost.

37.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 37.1 In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to **0.5% (Half percent)** of the contract value for each week and thereof subject to a maximum of **5%** of the total value of the order.



37.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

37.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

38.0 DEMURRAGE, WARFARE ETC.

Any demurrage, warfare or other expenses incurred after the consignment reaches the destination (railway godown or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.

39.0 FORCE MAJEURE

39.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

40.0 SPECIFICATIONS, DRAWINGS & DATA

All drawings, data & documentation in respect of the ordered Items are an integral part of the Work Order. The Vendor will furnish all such drawings, data and documentation to the PFC. The schedule for submission of these documents by the vendor and the required no. of the copies shall be specified by the PFC. The Vendor shall ensure strict compliance with the schedule.

41.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of $\pm 15\%$ of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

42.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

43.0 INFORMATION PROVIDED BY THE PURCHASER



All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavours to ensure that the above information is kept confidential.

44.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

45.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

46.0 CONTRACTOR'S DEFAULT

46.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the program for carrying out the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

46.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under **sub-clause 46.1**, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.



The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

46.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

46.4 Payment after Termination

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor **under Sub-clause 46.3**. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

46.5 Effect on Liability for Delay

The Contractor's liability **under clause 34** shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

47.0 SALE CONDITIONS

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

48.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

49.0 DISPUTES AND ARBITRATION

49.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

49.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

49.3 The dispute resolution mechanism to be applied shall be as follows:



- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

49.4 The award given by the Arbitrator(s) shall be speaking award.

49.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

49.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

50.0 LAW AND PROCEDURE

50.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

50.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm for his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.



Annexure 'B'
(Referred to in Clause 2.1)

LETTER SUBMITTING TENDER
(To be submitted on Company Letter Head)

To:

GM (E&BM)
Power Finance Corporation Ltd.
"Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001

**Sub.: Calling of Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura
Ext. and 2nd Floor, S-338, GK II New Delhi.**

Dear Sir,

With reference to the tender invited by you under no. 02:12:207:I:2018:LED dated 17.05.2018 for the "Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor S-338 GK II New Delhi. I/we do hereby offer to execute the works under the contract at the respective rates mentioned in the Schedule of Quantities. I/We have examined the Drawings, seen the site, and read the articles of agreement, conditions of contract, specifications and special clauses-forming part of the schedule of quantities. I/We agree to complete the work for within 60 days.

I/We have deposited as Earnest Money Rs. 10,000/- (Rs. Ten Thousands Only) by a Bank draft bearing no. ----- Dated----- drawn on ----- in your favour which amount is not to bear any interest. I/We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.

I/We understand that you are not bound to accept the lowest or any tender that you receive.
Bid has been submitted within the stipulated period i.e. on or before 29.05.2018 by 11.00 A.M.

Yours faithfully,

(Name of the signatory with firm's seal)
Contact no:- _____

Dated _____



“Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi

**INSTRUCTION TO BIDDERS
(SECTION-INB)
Annexure II**

Reference Number: 02:12:207:I:2018:LED



**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: “Urjanidhi”, 1 Barakamba Lane, Connaught Place,
New Delhi-110001**



SECTION – INB INSTRUCTION TO BIDDERS

GENERAL INSTRUCTIONS

1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites Bids in respect of “Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi All Bids shall be prepared and submitted strictly in accordance with these instructions.

1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

Refer point No 4 of Invitation to Bid (Page No 6).

3.0 COST OF BIDDING

All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 INSPECTION OF SITE

The Bidders are at liberty to visit the site for inspection and examine the site surrounding and satisfy themselves before submitting their bids. In general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or affect their tender. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent or any misunderstanding or otherwise shall be allowed.

5.0 DOCUMENT COMPRISING THE BID

5.1 The Bidder shall complete the Bid Forms inclusive of Technical & Commercial bid & Price bid furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

5.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

6.0 Scope of the Proposal

The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

7.0 The bidder should also furnish the under mentioned information:



| | | | |
|-----------|---|---|--|
| a. | Name of the firm, address, telephone and fax nos. | : | |
| b. | E-mail Address | : | |
| c. | Name of the Contact Person Telephone/Mobile No. | : | |
| d. | Name of the Bank (with full Address) | : | |
| e. | Bank Account No. (Enclose an unsigned cheque duly cancelled) | : | |
| f. | PAN No. | : | |
| g. | GST No. | : | |
| h. | CIN | : | |
| i. | EPF Code and ESIC No. | : | |
| j. | Details of Earnest Money Deposit Name of the Bank Banker's Cheque or Bank Guarantee No. & Date | : | |
| k. | Registration number of Bidder Registered in Micro Small & Middle Enterprises. | : | |
| l. | Whether the firm belongs to SC/ST categorization | : | |

Note :- Suitable documentary evidence in respect of Sr. No. 'e', 'f', 'g', 'h', 'i' & 'k' are required to be enclosed.
(Not applicable for empanelled agencies)



8.0 **FORMAT AND SIGNING OF BID**

8.1 The Bidder shall complete all the procedure and format of the bid through e-procurement process.

8.2 Bids not confirming to the above requirements clause 8.1 may be disqualified.

9.0 **BID PRICES**

9.1 The Bidder shall indicate firm rates, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in Scope of Work).

10.0 **BID SECURITY/EARNEST MONEY DEPOSIT (EMD)/BID GUARANTEE**

10.1 A Bid security i.e. EMD i.e. **Rs. 10,000/- in** the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi and whose validity should be at least 6 months from the date of opening of bids (Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document) or an irrevocable bank guarantee issued from any nationalized bank or reputed commercial bank in favour of Power Finance Corporation Ltd., New Delhi in the Performa enclosed as Appendix –III.

10.2 The Bid Security shall be made payable to the Owner without any condition. The Demand Draft (towards Bid Security) shall be valid for a period of 6 (six) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.

10.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub **clause 8.0 Section GPC**.

10.4 If the successful Bidder fails to enter into Contract Agreement with the Owner pursuant to **clause 28.0** Section GPC, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.

10.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.

10.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.

11.0 **PERIOD OF VALIDITY OF BIDS**

11.1 Bids shall be kept valid for acceptance for a period of **120 days** from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.



12.0 **PROCESS OF SUBMISSION OF BIDS**

12.1 As per details described in Clause 2 of GPC.

The entire process of bidding shall be through e-procurement/e-tendering at <https://www.tcil-india-electronictender.com>. If any brochures / specifications relating to items is required, in such case their scan copy to be uploaded in technical bids. Bids submitted online at above web site shall only be considered.

13.0 **SUBMISSION OF BIDS TO THE OWNER**

13.1 The Bidder shall submit the bids through <https://www.tcil-india-electronictender.com>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copies of both the fees (tender cost and EMD) need to be uploaded in the system through e-procurement. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details.

13.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

14.0 **WITHDRAWAL OF BIDS**

14.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to **clause 8.0 Section** GPC.

15.0 **OPENING OF THE BIDS BY THE OWNER**

The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

16.0 **PRELIMINARY EXAMINATION**

16.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfills the qualifying requirements and whether the Bids are generally in order.

16.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.



- 16.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.
- 17.0 **EVALUATION OF BIDS**
- 17.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive.
- 17.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 will be treated as non-responsive and will be rejected.
- 17.3 The Bids shall be compared on the basis of total prices quoted by the Bidder for the entire Scope of Work defined in the Detailed Technical Specifications.
- 18.0 **AWARD OF WORK**
- 18.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 18.2 Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders.
- 18.3 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 19.0 **SUBMISSION OF CONTRACT PERFORMANCE SECURITY**
- 19.1 Within 15 days of Notification of Award by the Owner, the successful Bidder shall furnish Contract Performance Security in accordance with **clause 28.0** Section GPC in the Performa as prescribed by the Owner.
- 19.2 Failure of the successful Bidder to comply with the requirements of **clause 19.1** of INB shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.
- 20.0 **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY.**

The Contractor shall provide everything necessary for the proper execution of the work.



21.0 DISMISSAL OF WORKMEN

The Contractor shall, on the request of the Corporation, immediately dismiss from the works any person employed thereon who may, in the opinion of the Corporation representative, be unsuitable or incompetent or who may misconduct himself. Any such person shall not be again employed or allowed on the works without the permission of the Employer.

22.0 A firm has to quote rates in each individual item mentioned in the BOQ. If a Firm quotes NIL charges/ Consideration; the bid shall be treated as unresponsive and will not be considered.

23.0 Preference to purchase from MSEs:

1. Purchaser reserves the right for providing preference to SSI/ NSIC/ MSME Industries in terms of public of “Public Procurement Policy for Micro and Small Enterprises (SMEs) Order 2012”. Purchase preference for these SMEs will operate as follows:
 - a. This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board of Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b.
 - 1) If the L-1 Agency is MSE vendor, than complete order will be awarded to this agency only.
 - 2) If any MSE vendor quotes within price band of L1 + 15% and L1 price is from someone other than a Micro and Small Enterprise then the complete order will be awarded to such MSE agency if they ready to match the L-1 price.
 - 3) In case of more than one such MSEs as explained above, the complete order will be awarded to agency who quoted lowest bid amount them at L-1 price. Further, preference will be given to such MSE by SC/ST Entrepreneur if they ready to match L-1 price.
 - 4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Detailed technical specifications described in Annexure-III are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the item(s) as listed in this tender.

End of Section – INB

<><><>



“Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi”.

**INFORMATION & SPECIAL CONDITIONS
Annexure III**

Reference Number: 02:12:207:I:2018:LED



**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: "Urjanidhi", 1 Barakamba Lane, Connaught Place,
New Delhi-110001**



SECTION I&SC **INFORMATION & SPECIAL CONDITIONS**

1. SCOPE OF WORK

The scope of the work at Urjanidhi, G2 Jangpura Ext and 2nd Floor S-338 GK II New Delhi.: Supply, Installation, Testing and Commissioning of LED lights including removal of existing ceiling/wall mounted CFL/Tube/other lights with buyback of old lights.

a) Location: **Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd S-338 Floor GK II New Delhi**

b) Estimated Cost: **Rs. 4.98 Lac (approx.) considering 18% GST**

The work includes removal of existing ceiling/wall mounted CFL/Tube/other lights and Supply as desired by PFC & fixing of materials as shown in BOQ as approved by PFC, with essential works as required all complete, to be carried out in the Urjanidhi, G-42 Jangpura Ext and 2nd Floor S-338 GK II, New Delhi as per requirement and as directed by PFC. The agencies are required to carry out the work with best workmanship and quality without disturbing the normal functioning of PFC office. The work shall inter-alia includes the following:-

- a) All aspects of quality assurance related to the above-mentioned work.
- b) Cleaning of site and handing over of the works.
- c) Rectification of the defects in the completed works during the Defects Liability Period.
- d) The work has to be carried out during the full day.
- e) Utmost care must be taken to maintain hygiene in the working area to prevent spreading of dust/paint into the working area. Contractor has to erect temporary cloth/ polythene separators or provide paper covering wherever required segregating the construction area with office area.
- f) While doing the Fixing of Pipeline in shafts and terrace proper precaution should be taken.
- g) The debris generated must be disposed of by the contractor at his own dumping yard without any extra quoted cost.

2. Contractor's responsibility while executing the work.

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of renovation work etc. works in PFC and PFC property G 42 Jangpura Ext, S 338 GK II. in close co-operation and co-ordination with Service works Maintenance agencies. The General functioning of PFC office must not be disturbed. Proper safety precaution must be taken to avoid damages to vehicles of PFC's employees, PFC property or any other public property.

No Tools & Plants shall be issued by the Department and nothing extra shall be paid on this account.

3. SITE VISIT, COLLECTION OF DATA AND INFORMATION

- 3.1 Tenderers in their own interest are advised to inspect and examine the site and all its existing surroundings and satisfy themselves before submitting their Tender, in respect of the site conditions, collection of all necessary data and information including but not restricted to the following, which may influence or affect the work or cost thereof under the contract. No



claims whatsoever will be entertained in the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.

Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by him in connection with completing the works.

4 Milestones

Time allowed for completion of work **60 days from 7th day of award of work.**

- 5 Rates quoted shall remain firm upto completion of the work. During the entire time period allowed for completion of work, Escalation (IEEMA Price variation) shall not be paid by PFC on any account whatsoever. The rates for the European make Automatic revolving doors shall be quoted and Bill of lading must be produced to prove that the equipment is shipped from Europe.
6. Without any way limiting the provision of the clauses, the rates quoted by the Contractor shall be deemed to include and cover the cost of all repair & rectification works, dismantling if required, removal of mulba, rubbish or any dismantled material, any modification required etc. & restoring the same, constructional Plant, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied by the Contractor and all other matters in connection with each item of the schedule of quantities for the execution of work or any portion there of finished and complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.
7. The Contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions, Additional specifications etc. and nothing extra shall be paid by PFC unless otherwise specified in the tender.
- 8 PAYMENTS:**
Payment shall be made on item rate measurement basis and removal of buy back items from site. Part payment shall be released as per the progress achieved as deemed fit by GM (E&BM) PFC. PFC shall make the payment through the E-banking system, if request made & details to release payment through the E- banking provided by the successful bidder.
9. The contractor shall be responsible for good workman ship and quality of work and proper coordination with others for timely completion of entire work.
10. **Mobilization Advance:** No mobilization advance will be released for the work.
11. The bidder has to execute all the items of works as per standard CPWD specifications /relevant IS codes.
12. The bidder shall in no case lease/transfer/sublet/appoint sub-contractor or care taker to render the services under the Contract.
13. No other person except bidder's authorized representative shall be allowed to enter PFC's premises.



14. Within PFC premises, the bidder personnel shall not do any private work other than their normal duties.
15. Bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep PFC indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
16. The personnel engaged by the bidder are subject to security check by PFC Security Staff at any time and the bidder shall ensure their presence for the said purposes.
17. Bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. PFC shall have no liability whatsoever in this regard and the bidder shall indemnify PFC against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
18. The bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
19. All consumable and material used by the bidder shall be of standard.
20. Deletion of clauses from General Conditions of Contract

The following Clauses of GPC are deleted from the Scope of this Contract .

| Clauses No. of GCC | Description | Remarks |
|---------------------------|--------------------|----------------|
| 16.0 | Insurance | Not Applicable |



Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi.

TECHNICAL SPECIFICATION

Annexure IV

Reference Number: 02:12:207:I:2018:LED



POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: "Urjanidhi", 1 Barakamba Lane, Connaught Place,
New Delhi-110001



ANNEXURE – IV

DETAILED TECHNICAL SPECIFICATIONS

1. Materials shall be of the approved quality best obtainable. Testing of materials of approved brand(s) may have to be done at the discretion of Engineer-in-Charge. The cost to be borne by the Contractor. In case, for some reason or other materials are required to be obtained from any manufacturer other than those listed, then prior approval from Engineer-in-Charge will be necessary supported by a relevant test certificates qualifying the required standard. Further tests as directed by the PFC shall also be carried out by the Contractor at their own cost, if required.
2. Samples of all materials including the sources shall be got approved before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site office for verification from time to time.
3. It shall be obligatory for the Contractor to furnish certificates(s), if demanded by the PFC, from the manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
4. All materials supplied by the Owner/ any other specialist firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
5. The Contractor without any extra cost shall provide all equipment and facilities for carrying out field tests on materials.
6. Unless mentioned in the Schedule of quantities or special specifications, the quality of materials, workmanship, dimensions etc. shall be followed hereunder.

PROTECTION OF WORK

The contractor shall be responsible for the temporary measures necessary for the protection of the work during progress. He shall also provide and maintain any other temporary covering required for the protection of finished/unfinished woodwork that may be damaged during the progress of the work if left unprotected and at his own expenses.

MAKE GOOD DEFECTIVE WORK

The contractor shall be responsible for the shrinkage or warping or any other defects, which may appear in any joinery work. All defective or damaged work shall be taken down and renewed or repaired to the satisfaction of the Engineer-in-Charge/ Consultant without any extra charges.

REJECTION/WASTAGE

All rejections and wastage in process and in final stages will be to the Contractor's account.

- Note:-**
1. All the work shall be executed as per the standard norms of CPWD where ever applicable.
 2. Payment shall be made as per actual measure.



| | |
|---|--|
| 1 | <p>Supplying, replacement, testing & Commissioning of Surface Mounted_12W to 15W glarefree opal Diffuser LED Round Downlight. Total system Lumen of 850lm (min) in Cool day Light (5700K to 6500K), Power factor>0.95, CRI>80, LED Lamp. Complete with all accessories like wires required for connections and operation of new fixtures, painting of repaired ceiling area including removal of existing light fittings, and complete job. (Havells LHEAAGP7IA2W012 or WIPRO Cat No. D641265 or equivalent of Philips)</p> |
| 2 | <p>Supplying, replacement, testing & Commissioning of ceiling/wall mounted 20W- 22W integrated LED 4 feet fitting with epoxy power coated white/Grey extruded aluminium channel housing for efficient heat dissipation. Total system Lumen of 20w to 22w Led should be 1900 or above cool day light (5700K to 6500K), power factor > 0.95, CRI>80. Complete with all accessories like wires/pvc batten required for connections and operation of new fixtures, painting of repaired wall/ceiling area including removal of existing light fittings, and complete job. (Philips BN021 LED20S PSU 6500K , or equivalent of Wipro Havells and Osram)</p> |
| 3 | <p>Supplying, replacement, testing & Commissioning of LED Flood Light of system wattage 140 to 172W IP 65 multipal LED with Lens optics and pressure die cast aluminium housing for effective thermal management. Total system Lumen of 140 to 150W LED should be 12100 or above in cool day light (5700K to 6500K), Lumen efficiency>80Lm/W, Power factor>0.95, CRI>70. Complete with mounting brackets, nut bolt, welding & painting works and wires required for connections and operation of new fixtures, of including removal of old Flood light fittings, and complete job. (Rate quoted including buy back of existing Flood Light 400/250 watt fittings) (Philips BVP122 LED 146CW, or equivalent of Wipro and Havells)</p> |



ANNEXURE – V

Schedule – 1

QUALIFYING REQUIREMENT DATA

List of major clients

(Since tender is open for empanelled contactors therefore the said details is not required)

| Sl. No. | Name of the organization, Contact person & Telephone No. | Work Order No. & Date | Amount |
|----------------|--|-----------------------|--------|
| NOT APPLICABLE | | | |



ANNEXURE –V

Schedule-2

TECHNICAL DEVIATIONS

Technical Deviations

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Technical Specification of Tender. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

| Sl.No. | Section | Clause No. | Page No. | Statement of deviations and variations |
|--------|---------|------------|----------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



COMMERCIAL DEVIATIONS

Commercial Deviations

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

| Sl.No. | Section | Clause No. | Page No. | Statement of deviations and variations |
|--------|---------|------------|----------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



APPENDIX –I

To be furnished on the Tenderer's Letter head

M/s. Power Finance Corporation Ltd.
"Urjanidhi"
1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Subject: Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi

Dear Sir,

We agree to accept all the terms and conditions contained in the tender document ref. no. 02:12:207:I:2018:LED

We therefore request you to consider our bid for determination of the contract.

Thanking you.

Yours faithfully,

For and on behalf of.....
Name.....
Designation.....
Common Seal.....



PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(Reference Clause 29 of GPC of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No.....

Date.....

To,
Power Finance Corporation Ltd.
UrjaNidhi, 1 Barakambha Lane, Connaught Place,
New Delhi – 110001

Dear Sirs,

In consideration of the Power Finance Corporation Ltd. (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at..... (hereinafter referred to as the Contractor or Vendor which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No dated and the same having been unequivocally accepted by the Contractor/Vendor resulting into a contract valued atfor (Scope of Contract) and the Contractor/ Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to% (Per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the Bank, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Vendor to the extent ofas aforesaid at any time up to..... (Days/ month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Vendor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/ Vendor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/ Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Vendor or any other



course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/ Vendor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Vendor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose behalf this guarantee has been given.

Dated this Day of 2018at

WITNESS:

(Authorized Signatories of the Bank)

1.

.....
 (Signature)

 (Name)

 (Official address)

.....
 (Signature)

 (Name)

 (Designation with Bank Stamp)

2.

Attorney as per Power of Attorney

No..... dated
 (Signature)

 (Name)

 (Official address)

- Note: 1. This sum shall be ten percent (10%) of the total lump-sum Contract Price.
 2. The date shall be 60 days after the end of one year Warranty Period.
 3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee



PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE
(To be stamped in accordance with Stamp Act)

M/s. Power Finance Corporation Ltd.
"Urjanidhi" - 1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001

Dear Sir,

In accordance with your Tender Specification No M/s. Having its Registered/ Head Office at (Hereinafter called the "Bidder") wish to participate in the said bid for valid for months from the date of bid opening is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the Bank at Having our Head Office at Guarantee and under to pay immediately on demand by Power Finance Corporation Ltd., the amount (In Figures & Words) without any reservation, protest, demur and recourse. Any such demand made by said Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto..... If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s..... on whose behalf the guarantee is issued. In witness whereof the Bank, through its authorized officer has set its hand stamped on this day of.....20.....at.....

WITNESS:

(Signature)

Name

(Signature)

Name

Attorney as per Power of

Attorney No.

Date.....

(Official Address)

* The amount should be as indicated by the Purchaser.

** This date should be 30 days after the date for which bid is valid.

Note:

- i) The non-judicial stamp papers for this bid guarantee should be purchased in the name of the issuing Bank.
- ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.



(To be sealed in a separate envelope and marked Price Bid)

Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi

**Format of Price Bid
(For quoting the rates)
Annexure VI**

Reference Number: 02:12:207:I:2018:LED



**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: "Urjanidhi", 1 Barakamba Lane, Connaught Place,
New Delhi-110001**



Format of Price Bid

To

GM (E&BM)
Power Finance Corporation Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi

Subject : Tender for Supply and Replacement of LED Light at Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd Floor, S-338, GK II New Delhi

The undersigned bidder, having read carefully and examined the tender document in respect of **Tender for Urjanidhi, PFC property G 42 Jangpura Ext. and 2nd S-338 Floor GK II New Delhi** to be done at PFC's property 1st Floor G 42 Jangpura Ext. and does hereby express his interest to carry out the work as specified.

The undersigned bidder will charge the amount as indicated in Annexure-VI.

Dated: _____

Signature of the bidder with firm's seal

Contact No. _____



Price Bid (Bill of Quantities)

Annexure – VI

SECTION-A :- SITC of New LED Fittings

| Sl. No. | Description | Unit | Qty | Rates | Total Amount (in Rs) |
|---------|---|------|-----|-------|-----------------------|
| 1 | Supplying, replacement, testing & Commissioning of Surface Mounted 12W to 15W glarefree opal Diffuser LED Round Downlight. Total system Lumen of 850lm (min) in Cool day Light (5700K to 6500K), Power factor>0.95, CRI>80, LED Lamp. Complete with all accessories like wires required for connections and operation of new fixtures, painting of repaired ceiling area including removal of existing light fittings, and complete job. (Recommended Makes :- Havells LHEAAGP7IA2W012 or WIPRO Cat No. D641265 or equivalent of Philips) | NO | 12 | | |
| 2 | Supplying, replacement, testing & Commissioning of ceiling/wall mounted 20W- 22W integrated LED 4 feet fitting with power coated white/Grey extruded aluminium channel housing for efficient heat dissipation. Total system Lumen of 20w to 22w Led should be 1900 or above cool day light (5700K to 6500K), power factor > 0.95, CRI>80. Complete with all accessories like wires/pvc batten required for connections and operation of new fixtures, painting of repaired wall/ceiling area including removal of existing light fittings, and complete job. (Recommended Makes :- Philips BN021 LED20S PSU 6500K , or equivalent of Wipro Havells and Osram). | NO | 57 | | |
| 3 | Supplying, replacement, testing & Commissioning of LED Flood Light of system wattage 140 to 150W, IP 65, multiple LED with Lens optics and pressure die cast aluminum housing for effective thermal management. Total system Lumen of 140 to 150W, cool day light (5700K to 6500K), Lumen efficiency>80Lm/W, Power factor>0.95, CRI>70. Complete with mounting brackets, angles, nut bolt, welding & painting works and wires required for connections and operation of new fixtures and including removal of old Flood light fittings, and complete job. (Recommended Makes :-Philips BVP122 LED 146CW, or equivalent of Wipro and Havells) | No | 14 | | |
| | TOTAL | | | | |
| | GST @____% | | | | |
| | Grand Total (Section A) | | | | |



SECTION-B:- BUY BACK OF OLD/ EXISTING LIGHTS

| Sl. No | Description | Unit | Qty | Rates | Total Amount (in Rs) |
|--------|--|------|-----|-------|----------------------|
| 1 | Buy Back of old removed ceiling surface mounted CFL lighter fixture. | No | 58 | | |
| 2 | Buy Back of old removed 1x 40/20 W Tube Light fixture. | No | 53 | | |
| 3 | Buy Back of old removed decorative ceiling / wall Light fixtures. | No | 34 | | |
| 4 | Buy Back of old removed HPMV/ HPSV, 400 W/ 250 W flood light. | No | 14 | | |
| 5 | TOTAL | | | | |
| 6 | GST @____% | | | | |
| 7 | Grand Total (Section B) | | | | |

Grand Total of Price Bid: (Section A – Section B)

| Sl. No. | Section | Total (in Rs.) |
|---------|--|----------------|
| 1 | 'A' | |
| 2 | 'B' | |
| | Grand Total {Section A (-) Section B} | |

Grand Total amount (in words) Rupees _____

Note:

1. The rates quoted are firm and inclusive of supply, freight, installation, labour, taxes & etc.
2. A firm has to quote rates in each individual item mentioned in above BOQ. If a Firm quotes NIL charges/ Consideration; the bid shall be treated as unresponsive and will not be considered.
3. All work will execute as per Standard norms.
4. Payment shall be made as per actual measurement.

Name of Authorized Signatory _____
 With Tel./ Mobile No. e-mail ID _____

Signature with Seal

Date:
 Place:



Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation* has decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most „secure“ and „user friendly“ software from *ElectronicTender*®. A portal built using *ElectronicTender*®'s software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System - Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to *Power Finance Corporation* (Optional)
 - View response to queries posted by *Power Finance Corporation*
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
8. Post-TOE Clarification on ETS (Optional)
 - Respond to *Power Finance Corporation* Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.



Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronic tender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the „Supplier Organization“ link under „Registration“ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „ETS User-Guidance Center“ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to „Essential Computer Security Settings for Use of ETS“ and „Important

Functionality Checks“ should be especially taken into cognizance.

| | |
|---|---|
| Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc. TCIL/ ETS Helpdesk | |
| Telephone/ Mobile | <i>Customer Support: +91-11-26241730/1/2/3/4, Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792,</i> |
| E-mail ID | <i>ets_support@tcil-india.com [Please mark CC: support@electronic tender.com]</i> |

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Prequalification Application
 - Technical-Part
 - Financial-Part
 - Composite (Both Technical and Financial in a common envelope)
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of cost of Tender Documents
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)



Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

*Contact Persons Name
Address*

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
- 2. DD/ Bankers cheque in favour of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the „ElectronicForms“ and the „Main-Bid“ are securely encrypted using a **Pass-Phrase** created by the Bidder himself. Unlike a „password“, a **Pass-Phrase** can be a multi-word sentence with spaces between words (e.g. „I love this World“). A **Pass-Phrase** is easier to remember, and more difficult to break. It is recommended that a separate **Pass-Phrase** be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the „Main-Bid“, the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.



Typically, „Pass-Phrase“ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to *Power Finance Corporation* in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to *Power Finance Corporation* office for the Public Online TOE.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders“ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

ETS has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled „Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions



For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through „ETS User-Guidance Center“ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.**
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz „Date and Time of Closure of Procurement of Tender Documents“ and „Last Date and Time of Receipt of Bids“. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.**
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.**
- 4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al).**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)