

RAJASTHAN DRUGS & PHARMACEUTICAL LTD.

VKIA, JAIPUR

Tender Document For

**SUPPLY & INSTALLATION WORK OF EQUIPMENT
FOR AUGMENTATION OF 11/0.433 KV SUB-
STATION**

M/S

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Tender Cost. Rs.1000/-

Tender No. GIA/004 Ver.03

March . 2015

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SECTION - 1

INSTRUCTIONS TO BIDDERS

- 1.1 Applicants are required to furnish all information and documents as called for in this Document in English Language. Any printed literature furnished by the Applicant may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version will govern.
- 1.2 Bid should be filled-in only with ink or typed. No bid filled-in by pencil or otherwise shall be considered.
- 1.3 Interested bidder should visit at our site before submission of tender at Rajasthan Drugs & Pharmaceutical Ltd., Road No-12, V.K.I.A., Jaipur-302013.
- 1.4 The bid documents shall be submitted by single applicant or the Leader of a Consortium and the document should be purchased in their own name. The Bid Document is not transferable.
- 1.5 All documents shall be submitted in the following manner:
 - (a) The bid will be in the form of **two bid system that is technical and financial bid.**
 - (b) All the documents related to eligibility criteria, experience certificate, shall be enclosed in a separate sealed cover envelope and marked as technical bid. Documents on top of the envelope. Name of Project and full name and address of Applicant shall be written clearly on top of the sealed cover.
 - (c) The bank draft of EMD shall be enclosed in a separate envelope in technical bid.
 - (d) The document of the bid along with the envelope containing EMD shall be put inside one single packet, sealed and clearly superscribed on top of the packet. **"Bid for Augmentation Work of 11KV Sub-Station"**. Name and full address of the applicant shall be put on the left hand bottom corner of each packet.
- 1.6 Bid document can be obtained up to 21/04/2015 to 3.00PM. Bid documents shall be submitted at the following address on or before 22/04/2015 by 3.00 PM. RDPL may at its discretion, to extend the deadline for submission of the bid.

Factory Manager
Rajasthan Drugs & Pharmaceutical Ltd.,
Road No-12, V.K.I.A., Jaipur-302013. RAJASTHAN (INDIA)

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- 1.7 The bids received after the closing date and time shall not be considered. RDPL takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier/ or other means.
- 1.8 The bids received by due date and time at the above address shall be opened on 22/04/2015 the same office at 16.00 Hrs. Representatives of bidders may attend the opening of bids.
- 1.9 Bids shall be accompanied with EMD amounting Rs.100,000 (One lac only.) in the form of a crossed Demand Draft in favour of RAJASTHAN DRUGS AND PHARMACEUTICALS LIMITED, payable at Jaipur.
- 1.10 The bid documents shall be properly checked before submission to ensure that all information/documents required for qualification are included.
- 1.11 Transfer of documents purchased by one bidder to another is not permissible.
- 1.12 Intending bidders are required to carefully go through the instructions included in the document and furnish complete information, necessary documents and schedules.
- 1.13 All costs towards site visit, conference and submission of documents, shall be borne by the applicants themselves.
- 1.14 Applicants are informed that RDPL is neither under any obligation to select any applicant, nor to give any reason for either qualifying or disqualifying any applicant. RDPL is also not under any obligation to proceed with the project or any part thereof.
- 1.15 At any time prior to opening of the bid, RDPL either at their own initiative or in response to clarifications requested by a prospective bidder may modify the document by issuing an amendment. Such amendment(s) shall be sent by Email/Fax to all bidders.
- 1.16 The bids as submitted shall invariably indicate that proposal is firm and that proposals shall remain valid and open for a period of not less than six months from the date of opening.
- 1.17 After opening of the bid and till final selection of successful bidder/bidders, no correspondence of any type will be entertained, unless called for by RDPL. Any type of uncalled information for clarifications on prices and or rebates shall not be accepted.
- 1.18 In the event of the bidder/bidders not responding to further negotiations as required for the finalisation of bids, the RDPL reserves the right to forfeit the Earnest Money Deposit amount furnished by such bidders.

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- 1.19 Any deviation to any clause of this document must be properly spelt out in a deviation statement to be submitted along with the bid, giving details of page number and clause number and detailing the deviation. RDPL reserves the right to accept or reject any deviation or modify the relevant clause of the document to the extent required by the deviation. Deviation statements in the prescribed Performa (Annexure-I) must be attached with the bid.
- 1.20 RDPL will review the proposals to determine whether the proposals are substantially responsive to the requirements of this document. Bids will be considered non-responsive and liable for rejection for the following reasons:
- (i) Bid is not received by the due date & time and that the bid is not accompanied with the required documents & schedules.
 - (ii) Bid is not accompanied by Earnest Money Deposit indicated in clause 1.9
 - (iii) Invitation to bid document have not been purchased by the bidder in his own name.
 - (iv) Bid is not a firm proposal.
 - (v) Prices not quoted in prescribed Performa/schedule (Section-7).
 - (vi) Bidder does not have required experience as eligibility criteria.
 - (vii) If bidder will submit any fake document.
- 1.22 RDPL shall take up detailed evaluation of the responsive bids only. Negotiations may also be initiated by RDPL as per rules.
- 1.23 The bidder must quote the prices strictly in the manner as indicated in G-schedule document, failing which the bid is liable for rejection. The prices quoted must be for complete project :(supply, erection, testing and commissioning of 250 KVA DG Set and 11 KV S/S Equipment)as per tender specification. The complete project would be awarded to one contractor only. The rate/ cost shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writings.
- 1.24 The bidder should sign the bid form on each page at the specified location.
- 1.25 Successful bidder/bidders will be required to execute the contract in the prescribed format (Annex.-III). In the event of failure on the part of bidder to execute the contract within notice period from the date of receipt of acceptance of the bid, the full earnest money/bid security deposited shall stand forfeited.
- 1.26 Although details presented in this invitation of bids(IB) have been compiled with all reasonable care, it is Bidder's responsibility to satisfy themselves that the information/ documents are adequate and that there are no conflicts between various documents/stipulations.

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- 1.27 Bid proposal preparation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.
- 1.28 Bidder may engage a sub-contractor for any specified activity. The sub-contractor must be duly approved for doing required job by a competent authority.
- 1.29 The bid shall be submitted in two parts as follows:-
- (i) Technical Bid with commercial terms and conditions and EMD in one envelope Part-A subscribing Technical Bid with EMD on the envelope.
 - (ii) Price Bid duly filled in G-Schedule in other envelope subscribing Price Bid on the envelope. Part- B
 - (iii) Both the above envelopes will be kept inside one envelope-subscribing Bid for Augmentation Work of 11KV Sub-Station along with details of EMD.
- 1.30 The bids not received as per above 1.29 shall not be considered for opening.

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SECTION-2

TERMS AND CONDITIONS FOR THE BIDDER

- 2.1. Bids shall be accepted up to 15.00 Hrs. on 22/04/2015 received after due date and time will not be considered. Bids of such firms shall only be considered who have been sent the tender form/specifications from RDPL and is accompanied with the prescribed fee of the tender documents which will not be refunded. If due to any reason the due date is declared a Holiday, the bids will be accepted and opened on next working day at the same time.
- 2.2. The bids should be submitted addressed to the Factory Manager, RDPL, Jaipur and placed in a sealed cover. The words, "Bid for Augmentation Work of 11KV Sub-Station" be mentioned on envelope.
- 2.3. Intending bidders shall have to deposit earnest money as per clause 1.9 without which bids will not be considered. The amount should be payable in favour of Rajasthan Drugs and Pharmaceuticals Ltd, payable at Jaipur in the form of a Bank Draft.
- 2.4. The Earnest Money will be refunded to the unsuccessful bidder within one month after finalisation of the tenders or earlier whereas in case of successful bidder it will be refunded after successful commissioning of the project.
- 2.5. Acceptance of the bid will rest with the Managing Director, RDPL, and Jaipur who does not bind himself to accept the lowest bid and may reject any bid without assigning any reasons thereof.
- 2.6. No foreign exchange will be provided by the department.
- 2.7. The rates quoted must be firm and fixed, FOR site(s) including, packing, forwarding, loading, transportation charges and insurance charges etc. in the enclosed Performa of schedule of rates. Rates which are not quoted in the prescribed Performa are liable to be rejected.
- 2.8. Terms of payment for the work order shall be as follows:-
 - (i) The Contractor shall be paid 60% (Sixty percent) of the contract value of the equipment against receipt of materials at site in good condition and after execution of an agreement on a Rs. 100/- non judicial stamp paper with RDPL, within 7 days of issue of the order Annexure-III.
 - (ii) 30% (thirty percent) of the contract value of equipments shall be paid on completion of erection and commissioning of equipment at site and meeting technical requirements of the tender specification.

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- (iii) 10% payment will be held in lieu of Performance guarantee for one year after satisfactory completion of the work.

Note: Recoveries on account of delayed supplies if any shall be made from above said payments.

- 2.9. Insurance charges shall be borne by the bidder if any.
- 2.10. The technically qualified bidder shall arrange supply, erection, testing and commissioning the Augmentation Work of 11KV Sub-Station equipment along with DG Set with in scheduled commissioning period.
- 2.11. RDPL may not purchase any of the tendered articles or may purchase less than the quantity communicated in the tender or may not make any purchases, the bidder shall not be entitled to claim any compensation.
- 2.12. The bids will be valid for a period of 6 months from the date of opening of the tender for the purpose of communicating acceptance by the department. The tender with validity of less than 6 months may not be considered. The validity can be further extended with mutual consent.
- 2.13. In the event of breach of any of the conditions of the contract at any time on the part of the contractor the contract may be terminated summarily by Managing Director, RDPL, and Jaipur without compensation to the contractor.
- 2.14. Sales tax and local taxes, works contract tax on finished goods, only if applicable & quoted separately, will be paid by the Contractor within the stipulated delivery period.
- 2.15. The time specified for completion of work in the contract tender shall be deemed to be the essence of the contract and the contractor shall arrange supplies & complete work within the period on receipt of order from RDPL.
- 2.16. Should the contractor fail to commissioning the equipment with in specified time (as per Section 8) from the date of the work order RDPL may allow an extension in time of commissioning subject to recovery from the contractor as liquidated damages, and not by way of penalty, a sum equal to the following percentage of the cost of project for the period of delay as stated below: -
- (a) Delay per day from prescribed delivery period – Rs. 500/-
 - (b) Delay up to one fourth period of the prescribed delivery period - 2.5%
 - (c) Delay exceeding one fourth but not exceeding half of the prescribed delivery period- 5%
 - (d) Delay exceeding half but not exceeding three fourth of the prescribed delivery period- 7.5%
 - (e) Delay exceeding three fourth of the prescribed delivery period - 10%

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1. Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
 2. The maximum amount of agreed liquidated damages shall be 10%.
 3. The above liquidated damages clause is subject to any unforeseen situation not within the control of the contractor. However, the contractor shall give an appropriate notice for unforeseen situation.
- 2.17. No price escalation on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or duty leviable in respect of the stores specified in the said acceptance of the bid, shall be applicable on delayed supplies but the benefit on account of decrease in these shall be availed by RDPL if accrued during the stipulated/extended delivery period.
- 2.18. (i) When a bidder is unable to commission the equipment within the specified or extended period, RDPL shall be entitled to get it executed from elsewhere without notice to the contractor but on his (i.e. contractor) account and risk, the goods or any part thereof which the contractor has failed to supply or if not available, the best and nearest available substitute thereof, or to cancel the contract of such supplies and contractor shall be liable for any loss or damage which RDPL may sustain by reasons of such failure on the part of the contractor. But the contractor shall not be entitled to any gain on such purchases made against defaults. The recovery of such loss or damages shall be made from the contractor under this or any other contract with RDPL. If recovery is not possible from the bill and the tenderer fails to pay the loss or damages within one month, the recovery shall be made under Rajasthan Public Dues Recovery Act. 1952 or any other law for the time being in force.
- 2.18. (ii) The price quoted shall remain fixed and firm during the period of contract.
- 2.19. The complete literature and specifications of the material offered must accompany the bid.
- 2.20. The bidders are required to study carefully the conditions set for the bid, the enclosed specifications and the relevant provisions of the relevant IS specifications where necessary before submitting the bids. Technical particulars of the material/ project offered must comply with the enclosed specifications and the relevant provisions of the IS as far as possible.
- 2.21. Any changes in the constitution of the firm/company of the contractor shall be notified forthwith by the contractor in writing to RDPL and such changes shall not relieve the contractor from any liability under the contract.
- 2.22. The goods will be delivered at the destination in perfect condition. The contractor has to insure valuable goods against loss by theft, destruction or damage by fire, flood under exposure to weather or otherwise viz. (war, rebellion, violence). The insurance charges will have to be borne by the contractor.

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- 2.25. Bidder will have to submit invariably the copy of latest income tax Return filed by the bidders Sales Tax registration certificate number and sales tax clearance certificate from the sales tax/commercial tax officer concerned along with the bid without which bid may not be considered provided that the RDPL authority has reason to believe (to be recorded in writing) that the bidder has not been able to submit clearance certificate of sales tax on bonafide grounds, the authority may consider the bid asking the bidder to furnish the certificate later on but in any case before the execution of the agreement by the contractor.
- 2.26. Bidders should also sign at the bottom of each of the pages of his bid.
- 2.27. The contractor shall adequately and properly pack goods and shall also be responsible for loss, damage or injury to the goods during transit till arrival at the destination.
- 2.28. Packing cases, containers and other allied material shall be supplied free except where otherwise specified by the bidder and same shall not be returned to him.
- 2.29. The contractor shall send the material specified at his own risk. In the event of any loss, damages/breakage, leakage or shortage discovered at destination by the consignee, the contractor shall be liable to make up the same at his own cost.
- 2.30. Articles not approved shall be rejected by RDPL and will have to be replaced by the contractor at his own cost within the time limit fixed by RDPL.
- 2.31. The rejected articles must be removed by the contractor within 15 days of intimation of rejection.
- 2.32. The contract for the supply can be repudiated at any time by RDPL if the supplies are not made to its satisfaction. The reasons for repudiation shall be recorded by RDPL. In case of non performance in any form and shape of the terms & conditions of the agreement the Managing Director, RDPL , Jaipur has power to cancel the contract pertaining to the supply.
- 2.33. Direct or indirect canvassing on the part of the bidder or his representatives will be a disqualification.
- 2.34. If a bidder imposes conditions which are in addition to/or in contravention with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by RDPL.
- 2.35. If any dispute arises out of the contract with regard to the interpretation /meaning and the breach of the terms of the contract, the matter shall be referred to by the parties to the Managing Director, RDPL who shall either himself decide the matter as an arbitrator or appoint any person as the arbitrator. In both cases, the decision of the arbitrator shall be final and binding on both the parties.
- 2.36. The material will be inspected before despatch. Detailed instructions for Inspection of material before despatch shall be made available to RDPL by successful bidder.

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RDPL may appoint third party inspector for inspection of materials before arrival at site. The fees of the inspector shall be payable by RDPL.

- 2.37. The bids shall be evaluated in accordance with Evaluation Procedure as laid down in Section 5.
- 2.38. Warranty and Guarantee Clause: - The bidders would give guarantee that equipment would continue to conform to the description and quality as specified, for 18 months from the date of delivery of said equipment & twelve month from the date of successful installation and commissioning. If during the aforesaid period of three months the said goods / stores are found not conforming to the description and quality as specified or have de-rated, RDPL will be entitled to reject the said goods / stores on the contractor's risk.
- 2.39. The contractor shall hand over the technical manual immediately on successful commissioning of equipment thereof. The contractor shall not have any sort of intellectual property rights or claims whether before or after the commissioning of substation in respect of them.
- 2.40. All regulatory requirements (Viz Electricity rules, pollution etc) shall have to be fulfilled by contractor. Govt. Fees shall be deposited by RDPL.
- 2.41. The material has to be supplied as per list of approved makes only. However among the approved makes RDPL may finalize any of the make & vendor has to supply the same without any deviation in price quoted in the tender.
- 2.42. Before starting of work at site, contractor shall prepare shop drawings & take approval from RDPL & after completion of work vendor shall submit as built drawings in soft & hard copiers to RDPL.
- 2.43. All disputes shall be subject to Jaipur jurisdiction.

I We have carefully read and understood the above terms & conditions of the tender and agree to abide by them.

SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL

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SECTION – 3

Definitions, Abbreviations & Interpretations

GOI means Government of India and includes its representatives, successors and permitted assignees.

GOR means Government of Rajasthan and includes its legal representatives, successors and permitted assignees.

Laws of India means the Laws of India as applicable, and includes all rules, regulations, notifications and policies made in pursuant thereto from time to time.

Laws of Rajasthan means the Laws of Rajasthan applicable in the State of Rajasthan and all rules, regulations, notifications and policies made pursuant thereto.

IB means Invitation to Bid.

EMD means Earnest Money Deposit.

RDPL means 'RAJASTHAN DRUGS & PHARMACEUTICAL LTD. Limited' registered under the Companies Act, 1956 with its principal office located in Jaipur.

The following interpretations are adopted in this RFP:

- (a) The heading and paragraph numbering are for convenience only and shall be ignored while construing Agreements for this project;
- (b) The singular includes the plural and vice versa;
- (c) References to natural persons include bodies, corporate and partnership;
- (d) Reference to any agreement, enactment, ordinance or regulation includes any amendment thereof or any replacement in whole or in part;
- (e) References to Sections and Schedules are, unless the context otherwise requires, refers to Section of and Schedules to, this Invitation to bid;
- (f) The words Proposal, Offer, Bid and tender shall have the same meaning.
- (g) The words successful bidder and contractor shall have the same meaning..

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SECTION - 6

BID EVALUATION PROCEDURE / QUALIFYING CRITERIA

Bids received shall be evaluated in the following manner :

Qualifying Criteria:

1. The bidder must have experience of supply, erection, commissioning and testing of 11 KV Sub Station and supply, erection, testing and Commissioning of 250 KVA DG Set which has been operating satisfactorily for the past one year (Bidder to produce Attested Certificate from the agencies for which such DG Set have been established).
2. The bidder should have annual turnover of minimum Rs. 1.00 Crore
3. The bid technically & commercially qualified as above will only be considered for opening of Price Bid and further evaluation. The bids will be evaluated in reference to technical specification, commercial terms and conditions, past experience of supplying, installing commissioning, operation and maintenance of 11 KV S/S and 250 KVA DG Set.
4. The price bid shall be opened only for those offers who qualify the above criteria.

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SECTION - 7

FORMAT OF PROPOSAL

Technical Proposal:

Supply and installation of schedule: Proposal installation schedule in the following format shall be provided:

S. No.	Activity	Installation schedule (weeks after placement of order) (Week)
1	Inspection of Material/ Equipment	
2	Delivery of Material/ Equipment at site	
3	Installation of 11KV S/S & DG Set	
4	Pre commissioning Testing	
5	Erection, Commissioning & Testing	

All equipment supplied must be provided with warranty. The duration and extent of guarantee of each subs-system must be clearly defined. The following format is proposed:

Type of Major Component	Warranty Period
Transformer	
ACB	
MCCB	
APFC Panel	
DG SET	
VCB	

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SCHEDULE FOR COMPLETION

<u>Event</u>	<u>To be completed by</u>
1. Handing over of site	within 1 weeks from work order
2. Inspection of Material	2 Weeks from '1'
3. Supply of material at site	2 Weeks from '2'
4. Installation of 11 KV S/S & DG SET	4 Weeks from '3'
5. Pre-commissioning Test	1 Week from '4'
6. Erection, Commissioning & Testing of 11 KV S/S & DG SET	2 Week from '5'
7. Integration with old system	4 Week from '6'
Total	----- 16 Weeks -----

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Annexure-I

PROFORMA FOR EXCEPTIONS AND DEVIATIONS

The Bidder is required to stipulate the list of Exception and Deviations, if any in the Performa given below:

S. No.	Description of Section and Clause	Exception and Deviation

Signature of the Authorised
Signatory of the Bidder

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Annexure-II

Information on Experience of the Bidders

A. General Information :

a. Total no. of person deployed for supply, erection, testing and commissioning of Electrical system in India (Attach list with address)

Engineers	-
Supervisors	-
Technicians	-
Others	-

B. Experience of 11 KV Sub-Station, APFC & DG Set:

S. N o	Client	Name of Place	Capacity	Year of commiss ioning	Performanc e	Certificate from client if enclosed

Signature of the Authorised
Signatory of the Bidder