



GOVERNMENT OF INDIA  
LAKSHADWEEP ADMINISTRATION  
(OFFICE OF THE ASSISTANT ENGINEER)  
ELECTRICITY SUBDIVISION  
KAVARATTI - 682555

F.No. III/II/3/Ele/2017-18/607

Dated 17/01/2020

**e-TENDER NOTICE**

The Assistant Engineer(Ele), Electricity Sub Division, Union Territory of Lakshadweep, Kochi on behalf of the president of India invites e-Tender for “**Urgent electrification of LDCL Godown at Gandhi Nagar, Kochi**” from interested vendors having Class B/C License for carrying out work on Electrical Installation / Wireman Permit. The URL of the e-Tender portal is <http://www.tendersutl.gov.in>. The interested vendors may access the website <http://www.tendersutl.gov.in> and complete required procedures for participating in the e-tender first. The tender documents are required to be submitted only through e-mode offered in the website [www.tendersutl.gov.in](http://www.tendersutl.gov.in). Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

Bidders are required to be deposit **Rs. 25,000/-** (Rupees Twenty Five Thousand only) and **Rs. 1500/-** (Rupees One thousand and five hundred only) (Non refundable) towards Earnest Money Deposit (EMD) and for the cost of tender forms respectively in order to participate in the e-Tender.

The Vendors can download price bids from **17/01/2020, 15.00 Hrs** onwards and upload the duly filled in price bids and supporting document till **15:00 Hrs on 22/01/2020**. Technical bid will be opened in e-tender mode on **22/01/2020 at 15:15 hrs**. Opening of price bid will be intimated separately.

Sd/-  
**(PV. HASSAN)**  
Assistant Engineer(Ele),

Copy submitted to Executive Engineer (Ele), Kavaratti, with reference to this office letter No. III/II/3/Ele/2017-18/572 dated 19/12/2019.

**TERMS & CONDITIONS OF E-TENDER III/II/3/ELE/2017-18/607 DATED 17/01/2020**

**1.0 Name of Work**

- 1.1 Name of work is “**Electrification of Lakshadweep Development Corporation Limited’s Godown at Gandhi Nagar, Kochi**”.

**2.0 Definitions**

- 2.1 Tenderer means Department of Electricity, UT of Lakshadweep Administration Kochi.
- 2.2 Bidder means any bidder participating in this tender.
- 2.3 Successful Bidder means bidder selected by the department to execute the contract as per this tender.
- 2.4 Contractor means successful bidder to whom confirmed work order has been issued by the department.
- 2.5 Client means Lakshadweep Development Corporation Limited (LDCL).
- 2.5 Contract year means the year starting from the date of commencement of contract as per this tender document.

**3.0 Scope of Work (WORKS TO BE DONE BY THE CONTRACTOR) :-**

- 3.1 The scope of internal and external electrification under this contract shall include the design, engineering, manufacture, assembly, testing, delivery, erection and commissioning of electrical system including supply of all material, labour, T&P, necessary paper works for obtaining power supply connection from Electricity Board etc. for the works given at BOQ. Patch works.
- 3.2 All the above work shall be complete in all respects up to the satisfaction of tenderer, Client and Engineer in charge as per the details mentioned in BOQ and drawings supplied time to time.

**4.0 General Terms and Conditions :-**

- 4.1 Those who are having class B/C License for carrying out work on Electrical Installation or valid wiring license from competent authority only shall participate in the tender.
- 4.2 The e - tenders of the parties those who have not remitted the required amount(EMD) or insufficient amount will not be opened and will be rejected first by the Assistant Engineer (Electrical) Kochi or his authorized representative on the date and time of opening of e-tenders.
- 4.3 The competent Authority, on behalf of the President of India, does not bind himself to accept the lowest or any other quotation and reserves himself the authority to reject or accept the whole or any part of the quotation and the quotationer shall bound to carryout the work at the rate quoted and approved.
- 4.4 The quotations in which any of the prescribed condition are not fulfilled or are incomplete in any respect are liable to be rejected.
- 4.5 The rate shall be quoted for including labour charges, materials charges and GST in the format of **BOQ**.
- 4.6 The works to be provided will be decided by the undersigned or Engineer in charge according to the day to day requirements. Separate work order will be issued for each work and the work should be completed within time period stipulated in the work order. If the work is not

completed within the period mentioned in the work order a penalty @ 10% of the value of work shall be recovered from the bill.

- 4.7 The materials supplied for each work should have ISI mark and of make as specified in the schedule of work and must be satisfied by the undersigned or his representative.
- 4.8 Prior approval of the undersigned or Engineer in charge is required for the materials to be used for the work.
- 4.9 The wiring route shall be marked first at site by the contractor and got approved by the Assistant Engineer or his authorized representative before the commencement of each work. The wiring shall be according to the drawing supplied by department.
- 4.10 The contractor should carryout the work to the at most satisfaction of the undersigned or his authorized representative. Bad workmanship / usage of substandard materials, if any noticed, shall have to be replaced/rectified as per the instruction of Engineer in charge and for which no extra charge will be paid.
- 4.11 The contractor shall be responsible for the wiring installation till it is energized.
- 4.12 4.13 The contractor shall ensure that all the safety precautions required while working on Electrical installations are observed.
- 4.14 The department shall not take any responsibility for any incident / accident occurred during the work and contractor himself should settle it at his level without involving department in any manner.
- 4.15 Any patch work done shall be matching with the original work to the entire satisfaction of the Engineer in charge
- 4.16 The rate for all items of work unless clearly specifies otherwise are inclusive of labour and other inputs involved for the execution of work.
- 4.17 Materials if any available with department will be given to contractor for early completion of the work. The contractor shall collect the materials form the Department store itself, if such a situation arises, on proper receipt and he will be responsible for shortage / damage of any items at site or during transit.
- 4.18 The wiring shall be conformed to Indian Standard and relevant Indian Electricity Rules besides CPWD general specification of electrical work 1974 as amended up to date. In case of the items not covered by the above should be carried out as per instruction of undersigned or Engineer in charge.
- 4.19 The contractor shall have to arrange required tools, measuring instruments, and any other items required for the carrying out the work.
- 4.20 Any difficulty or additional work encountered shall be intimated to the Junior Engineer (Ele) in writing in during the currency of the specific work order.
- 4.21 All the debris etc should be removed and the site shall have to be kept clean by the contractor on completion of each work.
- 4.22 On completion of each work the contractor shall submit a completion report, insulation or earth test report to the Engineer in charge along with a statement showing items supplied by the department, items supplied by the contractor, items utilized for the work, items returned

to the store with the acknowledgment of store in charge and items damaged / broken etc as the case may be.

- 4.23 After the completion of each work, the contractor shall submit the bill in triplicate for making payment in CPWD format.
- 4.24 Income tax or any other tax at the rate applicable will be deducted from each bill.
- 4.25 The rate accepted by the department will be final and any request for the increase of rate will not be entertained at any cost.
- 4.26 In case the contractor fails to undertake the work or continued to fail in completing the work within the stipulated date and time or violate any of the instruction given by the undersigned or Junior Engineer from time to time, his contract is liable to be cancelled and the EMD will be forfeited. Such contractors will be black listed and barred from future contract of the department.
- 4.27 Wireman, Labour or any other worker engaged by the contractor for the work, should be a member of workman provident fund and certificate to that effect should be produced/uploaded with the tender by the bidder without which tender will not be accepted.
- 4.28 All the rules and regulations for engagement of labourers/workman shall be followed by the contractor with respect to wages and insurance. Payment of compensation in case of any accident shall be the full responsibility of the contractor. The department will not entertain any claim in this regard
- 4.29 **Completion period:-** The entire work needs to be completed within 30 days on issue of work order.

## 5.0 Availability of Tender documents

- 5.1 Tender documents shall be available for downloading in the official website of Lakshadweep viz. [www.lakshadweep.gov.in](http://www.lakshadweep.gov.in) and [www.tendersutl.gov.in](http://www.tendersutl.gov.in)
- 5.2 Department reserves all rights to change/alter/modify any of the conditions of this Tender Document or to cancel this tender as a whole at any point of time even without assigning any reason and any such change/alteration/modification or cancellation of tender shall be updated in the above website. Hence bidders shall regularly watch the website for updated information

## 6.0 Time Schedule for Bidding

- 6.1 Time schedule for obtaining bid documents, submission of bids and opening of bids is as follows

Particulars	Date & Time
Tender document download start date	17/01/2020 03.00 PM
Bid Submission Start Date	17/01/2020 03.00 PM
Bid Submission Closing Date	22/01/2020 03.00 PM
Opening of Techno Commercial Bid	22/01/2020 03.15 PM
Opening of Financial Bid	After Technical Evaluation

- 6.2 If the bid opening date given above falls to be a holiday, the opening of bid shall be held on the next working day.
- 6.3 Department reserves right to alter the date of opening of Technical/Financial Bid without assigning any reason and any such alteration shall be updated in the website.

## 7.0 Qualification Criteria for Bidder

- 7.1 GST Registration:** The bidder shall be registered with Commercial TAX/ GST and shall have a valid GST Number. Copy of valid GST Registration Certificate shall be submitted along with the bid.
- 7.2 Income Tax Registration:** The bidder shall be registered with Income Tax Department and shall have a valid PAN/TIN Number. Copy of valid PAN/TIN Card shall be submitted along with bid.
- 7.3 Commercial Tax/ GST Clearance:** The bidder shall not be defaulter for remittance of Tax. Bidder shall submitting along with bid copy of any of the following documents.
- (i) Tax Clearance certificate for the last financial year issued by TAX Department, with whom bidder is registered
  - or
  - (ii) Copy of Returns filed by the bidder to the Tax Department, with whom bidder is Registered
  - or
  - (iii) Self-declaration with documentary evidence, if any, as exempted from payment of Tax.
- 7.4 Income Tax Clearance:** The bidder shall not be defaulter for remittance of Income Tax. Bidder shall submitting along with bid copy of any of the following documents.
- (i) Tax Clearance certificate for the last financial year issued by Income TAX Department
  - or
  - (ii) Copy of Income Tax Returns filed by the bidder to Income Tax Department
  - or
  - (iii) Self Declaration with documentary evidence, if any, as exempted from payment of Income Tax
- 7.5 Financial capability:** The bidders shall be financially capable to undertake the specified work. The bidder shall submit along with bid copy of any of the following documents.
- (i) Audit Statement or Auditor's Certificate showing the financial transactions during last three years.
  - or
  - (ii) Self-Declaration with copy of bank statement certifying that the amount of Financial transactions of the bidder for each of the last three financial years.
- 7.6 Not to be blacklisted/debarred party:** The bidder shall not be either blacklisted or debarred by Central Government or any of the State/UT Government. A self-declaration to this effect shall be submitted along with Bid.
- 7.7 Adhere with tender conditions:-** The bidder shall adhere with all the terms & conditions of this Tender document. If any deviation is suggested it shall be spelt out clearly. A self declaration to this effect with deviations, if any, shall be submitted along with Bid.
- 7.8 Experience:** The bidder should produce sufficient proof of experience in undertaking electrification works of any building under Central Government/State/UT Government/PSU institutions with cost of works not less than 10 Lakhs in a single work during last three years. Bidder shall submit along with copy of work order or work completion report or experience certificate issued by such institution.

## 8.0 Tender Fee/ Cost of Tender Form

- 8.1 Tender Fee/Cost of Tender Form is Rs.1500/- (Rupees One Thousand and five hundred) only.

- 8.2 Each Bidder shall remit Tender Fee/ Cost of Tender Form to the Bank Account given at the respective table.
- 8.3 Copy of Bank remittance Slip towards Tender Fee/Cost of Tender Form shall be up loaded along with the Bid.
- 8.4 Bidder's who are exempted from payment of Tender Fee/ Cost of Tender Form shall submit the documentary evidence to that effect.
- 8.5 Tender Fee/Cost of Tender Form once remitted by the bidder shall not be refunded under any circumstances.

#### 9.0 Mode of Submission of Bid

- 9.1 Bid shall be submitted in the e-tender mode through the website [www.tendersuti.gov.in](http://www.tendersuti.gov.in) formalities for registration, submission of bids, etc. are available in this website itself.
- 9.2 Bids submitted by any other means shall not be considered.
- 9.3 Enclosures submitting along with the Bid shall be serially page numbered and page number of enclosure shall be specified in the respective column of Technical Bid format.

#### 10.0 Bid System

- 10.1 The bid is invited in Two Bid System. Bidder shall submit the Technical Bid and Financial Bid separately.
- 10.2 **Technical Bid:** Submission of Technical Bids shall be as per the eligibility criteria specified elsewhere in this tender document. A checklist for the convenience of the bidders is given at **Annexure-A**. It is mandatory to upload all the corresponding documents required as per the **Annexure-A**.
- 10.3 **Financial Bid:** Format for submission of Financial Bid is attached as **BOQ**. The Financial Bid as per Format **BOQ** shall be properly filled and uploaded within the stipulated time.

#### 11.0 Bid Security/ Earnest Money Deposit (EMD)

- 11.1 Amount of EMD shall be ₹ 25,000/- (Rupees Twenty Five Thousand only).
- 11.2 EMD shall be by means of
  - (i) Amount of EMD shall be remitted to Bank Account given at the respective table. Copy of Remittance Slip shall be uploaded with the bid.
  - Or
  - (ii) Bank Guarantee for equal amount of EMD from any nationalized bank valid for one year from tender opening date. Original BG shall be sent by Registered Speed Post to **Assistant Engineer (Ele), Electrical Sub Division, Lakshadweep Office Complex, Indira Gandhi Road ,Willington Island,Kochi-682003**. Copy of BG and Registered Speed Post Receipt shall be up loaded along with the Bid.
  - (iii) EMD of unsuccessful bidder shall be released/ refund only after finalization of the tender and awarding of work to the successful bidder.
  - (iv) EMD of successful Bidder shall be released/refunded only after the successful completion of the work as per this tender document.
  - (v) EMD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on EMD.
  - (vi) EMD of successful bidder, who fails to submit Performance Guarantee/ Security Deposit or execute contract agreement within the stipulated timeframe as per this tender document shall be forfeited and remitted into Government account.

- (vii) Purchaser reserves all rights to realize any sum of amount from the EMD as Liquidated Damage/penalty to be charged from the bidder as per this tender document.

## **12.0 Validity of Bids**

- 12.1 Bids once submitted can be withdraw or modify till the last date for submission of bids. Bidder cannot withdraw or modify his bid after the last date for submission of bids.
- 12.2 Bids available as on the last date for submission of bids shall be valid till finalization of the tender by Department.
- 12.3 EMD of bidders, who withdraw or modify their bid after due date but before finalization of tender, shall liable to be forfeited

## **13.0 Opening of Bids**

- 13.1 Bids shall be opened by a Tender Opening Committee duly constituted by the Department.
- 13.2 Bids shall be opened on e mode by the Tender opening Committee on the specified date & time.
- 13.3 Financial Bid of Bidders who qualified in the technical Bid evaluation only, shall be considered for opening. Date of opening of the Financial Bid will be decided after finalization of Technical Bid evaluation

## **14.0 Evaluation of Bid**

- 14.1 There shall be a Tender Evaluation Committee (TEC) constituted for evaluation of the Bids.
- 14.2 Technical Bid and Financial Bid shall be evaluated separately by the TEC.
- 14.3 Initially the Technical Bid shall be evaluated and those who qualify in the Technical Bid shall only be considered for Financial Bid evaluation.
- 14.4 Technical Bid shall evaluated in two stages
  - (i) In the first stage, Bidders qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause Bidders Qualification in this tender document. Those, who do not qualify any of these qualification in full or in part, shall not be considered for second stage.
  - (ii) TEC reserves' all rights to ask the bidders to submit any missing documents or ask clarification on the documents already submitted by the bidders so as to avoid disqualifying any bidder due to meager negligence.
- 14.5 Financial Bids of the bidders those who qualified in Technical Bid evaluation only shall be considered for Financial Bid evaluation. Normally L1 shall be selected subject to the condition that bidder is qualified in the second stage of Technical Bid evaluation. TEC reserves all rights to recommend any item other than L1 subject to proper justification like quality, past performance, etc.
- 14.6 Financial price for each item shall be reckoned as the as sum of rate quoted for the materials.

## **15.0 Letter of Intent (LOI)**

- 15.1 After finalization of the tender, Department will issue letter of intent (LOI) to the successful bidders by registered post and email. A copy of the same will also be published in the official website of Lakshadweep Administration.

## **16.0 Performance Guarantee/Security Deposit(PG/SD)**

- 16.1 Successful bidder shall submit Performance Guarantee/Security Deposit.
- 16.2 Successful bidder shall submit Security Deposit 5% of total Contract Value within 15 days from date of issue of confirmed work order.
- 16.3 PG/SD shall be submitted by means of Bank Guarantee from any nationalized bank.
- 16.4 PG/SD shall be valid till 2 months after expiry of warranty period and released only on completion of all contractual obligation as per Tender Document and work order.

- 16.5 PG/SD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on PG/SD
- 16.6 PG/SD of the bidder who fails to comply with the conditions of tender document and work order shall be forfeited and remitted into Government account.
- 16.7 Department reserves all rights to realize any sum of amount from the PG/SD as Liquidated Damage/Penalty to be charged from the bidder as per this Tender Document.

#### **17.0 Quality of Goods**

- 17.1 The materials supplied shall meet all the standard norms of quality for those materials prescribed by the concerned Government authority and/or of the same specification mentioned in the tender document.
- 17.2 Department reserves all rights to verify the quality of materials supplied by the contractor through any Government approved /identified agency.
- 17.3 If it happens to be came to the notice at any point of time that the materials supplied are of substandard quality or not as per required specification a notice will be issued to the contractor to provide documentary evidence to prove the quality/ specification of materials supplied and it should be proved by the Contractor within immediately from the date of issue of such notice. All costs for quality proven on the basis of such notice shall be borne by the contractor.
- 17.4 If the contractor fails to prove the quality within the stipulated timeframe, payment for such substandard goods shall not be released.

#### **18.0 Guarantee/ Warrantee**

- 18.1 The materials offered shall be guaranteed for a minimum period of one year from the date of supply/replaced of materials. The bidder is liable to rectify the defect occurred during the guarantee period by replacing /repairing the item at the risk and cost of the tenderer.

#### **19.0 Force Majeure**

- 19.1 Delay from the side of contractor for execution of any conditions of this contract agreement under force major conditions like natural calamities or any other similar situations, time taken to carryout modification/ rectification suggested for manufacturing compliant, etc. shall be condoned subject to proper justification furnished by the contractor in due course of time. However, the decision of department in this respect shall be final.

#### **20.0 Penalty/Liquidated Damages**

- 20.1 In case the successful bidder could not complete the work within the prescribed time limit, compensation for delay of [work@1.5%](#) per week of delay computed on per day basis subject to maximum of 10% of the total contract value will be imposed unless the delay is due to recognized force majeure conditions.
- 20.2 In case the bidder becomes unable to affect supply within the time limit prescribed in the work order, the contract is likely to be cancelled and the Earnest Money Deposit/Security from the bidder will be forfeited.

#### **21.0 Payment Terms**

- 21.1 No advance payment will be made against the supplies. Tenders demanding advance payment and clearance through Banks will not be accepted. After the completion of each work, the contractor shall submit the bill in triplicate for making payment in CPWD format



## **22.0 Arbitration**

- 22.1 The tender, supply order and contract agreement to be executed shall be governed by Indian Laws.
- 22.2 In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be appointed by the Administrator, UT.of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. Provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, UT of Lakshadweep whose decision shall bind finally and conclusively. The arbitration shall be carried out in English language.

## **23.0 Jurisdiction**

- 23.1 The dispute, if any between the parties shall be settled at District & Sessions Court, Kavaratti, UT.of Lakshadweep and contract shall be interpreted under Indian laws.

## **24.0 Address for communication & Bank Account Details**

- 24.1. Address for communication of the Department is as follows  
The Assistant Engineer(Ele),  
Department of Electricity,  
Electrical Sub Division,  
Lakshadweep office complex, Indira Gandhi Road,  
Willington Island  
Kochi-682003  
Phone. +91 484 2666611  
Email-lkkoelec@nic.in
- 24.2 Bidder shall submit his address for communication containing valid email address along with the Technical Bid.
- 24.3. Any communication to the bidder/successful bidder/shall be made through post as well as email. Date of successful sending of email shall be reckoned as date of communication for the purpose of this tender

## **25.0 Bank Account details**

- 25.1 Bank account details of the Department is as given below

Name of the Account Holder(s)	Executive Engineer
Account number	43153070001673
IFSC Code	SYNB0004315
Name of the Bank & Branch	Syndicate Bank, Willington Island Kochi-682003(Kerala)

- 25.2 Bidder shall furnish his Bank Account details in the above format along with Technical Bid

## **26.0 Termination of Contract**

- 26.1 Violation of any of the conditions of tender document or work order or contract agreement to be executed shall entail cancellation of tender/ contract and initiate legal action against the bidder including the blacklisting of the firm.

26.2 Department reserves all rights to cancel the tender/ contract in full or in part at any time even without assigning any specific reason.

**27.0 Contract Agreement & Confirmed Supply order.**

27.1 Successful bidder shall execute a contract agreement with the department for carryout of the work mentioned in this tender.

27.2 Contract Agreement shall be executed in Rs. 100/- stamp paper and cost of stamp paper shall be borne by the successful bidder

27.3 Contract Agreement shall be signed by the bidder and their two witnesses, which is to be duly attested by any Notary. Contract Agreement duly attested by Notary shall be forwarded to department for signature by the representative of the department and two witnesses from the side of department in presence of Executive Magistrate.

27.4 Date of signature of Contract Agreement by the representative of Department shall be considered as date of execution of agreement.

27.5 After execution of agreement, confirmed supply order for the quantity required at each stage shall be issued and the bidder shall be responsible to the goods & services as per supply order.

Sd/-  
**(P.V. HASSAN)**  
Assistant Engineer(Ele)

**CHECK LIST FOR  
QUALIFICATION CRITERIA**

<b>Serial No as per NIT</b>	<b>Details of mandatory documents required to be uploaded</b>
8.0	Cost of Tender Form
11	Earnest Money Deposit (EMD)
7.1	Copy of GST Registration Certificate
7.2	Copy of PAN/TIN Card
7.3	Proof for commercial Tax / GST Clearance
7.4	Proof for Income Tax Clearance
7.5	Proof for Financial capability
7.6	Declaration on not blacklisted/debarred
7.7	Declaration on adherence with tender conditions
7.8	Experience
4.27	Workman provident fund

**Sd/-**  
**(P.V. Hassan)**  
Assistant Engineer (Ele)





