

# "APPAREL EXPORT PROMOTION COUNCIL"

# BID DOCUMENT FOR REPLACEMENT OF AIR CIRCUIT BREAKERS (ACB) AT APPAREL HOUSE, SECTOR-44, GURUGRAM, HARYANA 122003

Date of Advertising of Bid Document	23.01.2025		
(Technical Only)			
For Query/Clarification, please contact to Sh.	Any working day during		
Srikant, (9868207280).	10am to 5pm		
Last Date for submission of Bid Document	14.02.2025		
(Technical Only) at			
tender@aepcindia.com			
Date of opening of Bids (Technical Only)	17.02.2025		
Last Date of submission of Financial Bid	To be informed later		
Date of opening of Financial Bid	To be informed later		



## **Bid Document (Technical Bid Only)**

# **Work:** REPLACEMENT OF AIR CIRCUIT BREAKERS AT APPAREL HOUSE, SECTOR-44, GURUGRAM, HARYANA 122003

 Apparel Export Promotion Council invites Technical Bids for Replacement for Air Circuit Breaker (ACB) from reputed firms at Apparel House, Sector-44, Institutional Area, Gurugram, Haryana 122003

The Technical Bids should be submitted in the prescribed format of Bid Document along with company/firm profile at **tender@aepcindia.com** latest by 14.02.2025

The Technical Bids will be opened on 17.02. 2025 at 11.30 AM at Apparel House, Sector-44, Gurgaon - 122003 in the presence of such agencies who may wish to be present.

Technical Bid received to any other mail id shall be liable to be rejected by the Tender Opening Committee.

#### 2. Scope of Work:

- 1. Dismantling of existing GE Spectronic/Siemens make Air Circuit Breakers (ACB)
- 2. Supply and installation of L&T make ACB required for replacement of existing ACBs as detailed in Annexure-II
- 3. All ACBs supplied shall be of L&T make only. All necessary modifications required to make the existing bus bar system compatible with L&T breakers shall be in scope of the bidder.
- 4. All safety circuitries and necessary interlocking shall be energized by the contractor
- 5. All other works and related materials required for the execution and completion of the job shall be supplied by the contractor.
- 6. Works shall be executed in a planned and phased manner so as not to disturb or affect the functioning of the office.

#### 3. Eligibility Criteria

- (i) Public Sector Undertaking/Multinational Companies/Electrical contractors having at least 05 years' experience in Electrical construction/maintenance works of Rs. 40 lakhs or more in single contract.
- (ii) Copy of GST
- (iii) Experience certificate/Work Order of 03 similar work executed/Work order (Only individual contrast of Rs. 40 lakhs or above to be considered).
- (iv) Average Turnover of the Company/Firm/ Corporation in the last three financial years (2021-22, 2022-23 & 2023-24) should be at least Rs. **1 crore**.
- (v) The bidder shall be an authorized dealer/distributor of L&T switchgear.
- (vi) Declaration on company letter head that the firm has not been blacklisted by anyone.

All above eligibility criteria shall be supported by relevant documentary proof.



#### 4. Evaluation Criteria

Only agencies satisfying all the eligibility criteria will be considered and agency will be contacted to quote in the Financial Bid. The financial bids shall be sought later and the lowest bidder shall be awarded the purchase/work order. The decision of the AEPC shall be final and binding on all.

The Technical Bid will be opened on 17.02.2025 at Apparel House, Sector-44, Gurgaon.

#### 5. Validity

The Bid Document shall remain valid for a period of 6 months from the date of submission of bid.

#### 6. <u>Earnest Money Deposit</u>

(i) The Earnest Money of Rs.80,000/- (Rupees Eighty Thousand only) to be transferred electronically through RTGS/NEFT as per Bank details given below:

Bank & Branch	Indian Overseas Bank, Sec-44, Gurgaon, Haryana		
IFSC	IOBA0001804		
SB Account No.	180401000020000		
Account holder Name	Apparel Export Promotion Council		

- (ii) Startups and Micro and Small Enterprises (MSEs)as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)are exempted from EMD upon submission of valid Registration Certificate from MSME Department.
- (iii) It may be noted that any Quotation without Earnest Money except MSME Firms is liable to be rejected at the discretion of AEPC.
- (iv) The EMDs of the unsuccessful bidders will be refunded by way of RTGS/NEFT without any interest within 30 days of finalization of work award.
- (v) The EMD of the successful agency shall be returned upon receipt of requisite **Performance**Security Deposit.

#### 7. Performance Security Guarantee.

- (i) The amount of Performance Security Deposit would be 5% of the total contract value and the Earnest Money deposited by the successful Tenderer shall be retained as part of Performance Guarantee. In case, the amount of EMD happens to be less than 5% of the total contract value, the adequate security deposit amount shall be deposited by the selected agency before the commencement of the work.
- (ii) Non submission of performance security Deposit within 7 days of issue of work award letter would be liable for cancellation of work award at the discretion of Council
- (iii) The said amount of Performance Security Deposit shall be interest free and no interest will be paid by AEPC.
- (iv) Performance security deposit shall be retained during the Defect Liability Period. Defect Liability period shall be 12 (Twelve) months from the date of issuance of actual work completion certificate by Engineer-in-charge, AEPC. The Performance security shall be returned after successful completion of the defect liability period.



#### 8. <u>Safety, Security and protection for the environment:</u>

The contractor throughout the execution and completion of the works and remedying of any defects therein have full regard for the safety of the persons entitled to be on the site and keep the site in an orderly state appropriate to the avoidance of danger to such person's provide and maintain at his own cost all necessary requirements and watching them where necessary required, take all reasonable steps to protect the environment on and off the site and to avoid damage to persons or to the property of the council or other resulting from noise or other cause arising as a consequence of this methods or repairs

#### 9. Other terms and conditions:

- i. The bid should be submitted on firm's letter head as per the prescribed format along with address, telephone number, GST no. etc.
- ii. Bids should be submitted in the prescribed formats only. The bids submitted in any other format will not be accepted.
- iii. The contract can be terminated by this office at any time without assigning any reason, if the work/product of the supplier is not found satisfactorily. In this connection, the decision of Secretary General AEPC shall be final and binding on the agency.
- iv. The agency has to carry out the repairs/replacement informed by the office (AEPC) at the cost of agency during the defect liability period of 12 months. If the agency do not carry out the rectification/replacement during the Defects Liability Period, the AEPC shall have the right to get such defective equipment rectified/replaced after giving due notice in writing to the agency and recover the cost of repairs/replacement from agency.

#### v. After expiry of last date, no Quotes/bids will be entertained.

- vi. The contractor should consider the rates of genuine items and shall be deemed to be inclusive of manpower, material, machinery, tools and tackles, all taxes, duties, freight, insurance etc.
- vii. No escalation of amount of whatsoever nature shall be payable due to any reason.
- viii. Contractor's job will also include removing of all malba and debris arising in the process of the said work including cleaning of floor/tiles/carpet to remove stains, at no extra cost.
- ix. Contractor will arrange proper ladders, scaffolding at his own cost and will take all safety measures like safety belts, extra labor to hold ladders/jhoolas etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by AEPC Sr. Engineer and in such cases, contractor will be solely responsible for delay and its consequences thereof.
- x. The Contractor will be fully responsible for any casualty during the work or any other accident which occurs due to any reason. The Council will not be responsible and liable for the same.
- xi. Any damage done to the existing walls, floors, equipment or to the building particularly due to negligence on the part of the Contractor or its worker shall be entirely responsibility of the firm to repair, rectify or replace the same free of cost immediately without any delay.
- xii. The contractor will ensure and responsible to complete the work within a specified time and will not delay or leave the work mid-way for which no payment will be made to the contractor.
- xiii. The contract as a whole or part thereof is **non transferable.**
- xiv. The contractor is advised to visit and examine the site of works between 10 am to 4 pm at



his/their cost and obtain for himself on his own responsibility all information that may be necessary for preparing the bid.

- xv. The contractor shall be deemed to have inspected the site before hand and taken into account all relevant factors pertaining to the work in the preparation and submission of the bid. The quantities mentioned are tentative and the bidder is encouraged to bid after taking into account all factors and ascertain the work in its entirety. Any major deviation in the quantum of work shall be brought to the notice before accepting of the work award. Acceptance of work award shall be indicative of confirmation of the quantum of work and no additional payment in this regard shall be made. Bidders are also encouraged to quote as lumpsum amount instead of unit rates.
- xvi. The material shall be got approved prior to its use from the Engineer in charge of the Council. The material shall be in the original packing from the manufacturer clearly indicating manufacturing date, expiry date and price etc. Any items found defective will be replaced free of cost to the satisfaction of the Council's authorities.

#### 10. <u>Time for Completion</u>

The work shall be completed within a period of Sixty (60) days and shall start from the date of issue of the letter of commencement and shall stand terminated after the expiry of the period.

#### 11. Liquidity for damage for delay

If the contractor fails to attend any complaint or defect in due course of time and if in the opinion of the engineer delay is on the part of the contractor, the council can impose liquidated damages on the contractor. The awarded work should be completed within the period of 30 days, if it is not completed within the time as specify in the work order then the liquidity damage @1% of the value of works per week to maximum of 10% of contract value will be imposed on the contractor.

#### 12. <u>Default of Contractor</u>

If the performance of the contractor is not found satisfactory or if the contractor fails to meet/fulfill any terms/conditions/obligations laid down in the bid document, the contractor shall be served a notice to take a corrective action within 7 days. If the contractor fails to rectify or conform, the employer shall be at liberty to terminate the contract without any further notice. In the event of termination due to default of the contractor, the employer shall be at liberty to be the balance work done through other means at the cost, risk and responsibilities of the contractor. In the event of loss/damage of building, equipment etc of the employer due to negligence/carelessness of the contractor's staff then the contractor shall compensate loss to the employer.

#### 13. Labour Safety:

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

### 14. Terms of payment

The terms of payment shall be as follows:

a. Upon request of the agency, 50% of the materials cost will be paid against the delivery



- of raw materials at site and producing of copies of bills/invoice of material by the agency.
- b. The balance payment (after deduction of liquidity damages and/ or performance security, if any) would be made after completion of the installation of lights subject to submission of final Bill/Invoice with all supporting documents including warranty cards
- c. TDS will be deducted as per the provisions of Income Tax act, as amended from time to time.

#### 15. Arbitration:

AEPC has the right to accept or reject any tender in whole or part or reject it entirely without assigning / specifying any reason thereof. In the event of any dispute or difference arising between the AEPC and contractor out of or relating to or in respect of the contract, the same shall be referred to the arbitration of the sole arbitrator to be appointed by the AEPC in accordance with the Arbitration and Conciliation Act, 2015, as amended. The arbitrator shall give reason for the award which shall be final and binding between the AEPC and Contractor. The venue of such arbitration shall be at Apparel House, Gurgaon, Haryana.

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

Manoj Kumar Jt. Director Apparel Export Promotion Council



## **Annexure-I**

## **TECHNICAL BID**

S. No	Particulars	Self-attested copy
	Earnest Money deposit (EMD)	Rs. 80,000/- transfer through RTGS/NEFT
1	(Startups and MSME registered vendors	vide UTR No.:
	exemptsubject to furnishing of MSME	Dated:
	Registration document)	
2	Name of the Company / firm with	
	complete address and number of years in business	
3	Name & Designation of Contact Person Mobile No (s) of the Contact Person	
•	e-mail address	
4	MSME Registration Status (Registered)	
5	Self-attested copy of GST registration	Yes/ No
6	Average Turnover of the Company/Firm/ Corporation in the last three financial years (2021-22, 2022-23 & 2023-24) should be at least Rs. 1 crore	
7	03 No.s Experience Certificate/work order of similar work (individual contracts of Rs. 40 lakhs and above)	Yes / No
8	Self-Certification on company letter head that the firm has not been blacklisted by anyone	Yes / No
9	Bank details for refund of Earnest	Name of Bank:
	Money Deposit (EMD), in case of	Branch:
	unsuccessful bidder	Ac
		countholder Name:
		Account No.:
		IFS Code:
10	Authorised dealer/distributor of L&T switchgear	Yes/No

Signature of Authorized Signatory
NAME OF THE AGENCY WITH SEAL



### Annexure-II

## BOQ for replacement of ACBs installed at Apparel House, Sector 44, Gurugram

## (To be quoted later only by qualifying bidders)

Sr	ACB Make & Model	Model No. /Amp	Pole	Breaking	TM /	EDO/MDO
no		Rating	3/4	capacity	Micro	
1	GE-SPECTRONIC-CAT-B	S1600 AMP	3P	55/55/55	MICRO	EDO
2	GE-SPECTRONIC-CAT-B	S2000AMP	4P	55/65/65	MICRO	EDO
3	GE-SPECTRONIC-CAT-B	S1600 AMP	4P	55/55/55	MICRO	EDO
4	GE-SPECTRONIC-CAT-B	S2000AMP	4P	55/65/65	MICRO	EDO
5	GE-SPECTRONIC-CAT-B	S2000AMP	4P	55/65/65	MICRO	EDO
6	GE-SPECTRONIC-CAT-B	S1600 AMP	4P	55/55/55	MICRO	EDO
7	GE-SPECTRONIC-CAT-B	S1600 AMP	3P	55/55/55	MICRO	EDO
8	GE-SPECTRONIC-CAT-B	S2000AMP	4P	55/65/65	MICRO	EDO
9	GE-SPECTRONIC-CAT-B	S2000AMP	4P	55/65/65	MICRO	EDO
10	GE-SPECTRONIC-CAT-B	S1600 AMP	4P	55/55/55	MICRO	EDO
11	GE-SPECTRONIC-CAT-B	S2000AMP	3P	55/65/65	MICRO	EDO
12	GE-SPECTRONIC-CAT-B	S1600 AMP	3P	55/55/55	MICRO	EDO
13	GE-SPECTRONIC-CAT-B	S1600 AMP	3P	55/55/55	MICRO	EDO
14	GE-SPECTRONIC-CAT-B	S2000AMP	3P	55/65/65	MICRO	EDO
15	L&T C POWER	CN-CS-800C	3P	50/50/50	TM	MDO
16	SEIMENS	800AMP	3P	50/50/50	TM	MDO
17	SEIMENS	800AMP	3P	50/50/50	TM	MDO
18	SEIMENS	800AMP	3P	50/50/50	TM	MDO
19	SEIMENS	800AMP	3P	50/50/50	TM	MDO
20	SEIMENS	800AMP	3P	50/50/50	TM	MDO
21	SEIMENS	800AMP	3P	50/50/50	TM	MDO
22	SEIMENS	800AMP	3P	50/50/50	TM	MDO
23	SEIMENS	800AMP	3P	50/50/50	TM	MDO

#### Note:

The work shall be deemed to include supply of L&T make ACB with all necessary accessories and required busbar modifications, GST, transportation, freight, transit insurance, and no extra charges shall be paid.

The Council reserves the right to reject the bid if the quality of the product/service is found unsatisfactory at any stage.

The Council reserves the right to increase/decrease the quantity.

The bidder is encouraged to bid after taking into accounts of all factors. Any major deviation in the quantum of work shall be brought to the notice before accepting of work award.

[To be signed by the Authorized Representative of Bidder along with company seal]